

Appendix A – Clear Creek/Standley Lake Watershed Agreement

Appendix A

Clear Creek / Standley Lake Watershed Agreement

AGREEMENT

The undersigned parties hereto agree as follows:

I. Preamble.

This Agreement seeks to address certain water quality issues and concerns within the Clear Creek Basin of Colorado, and specifically, such issues as they affect the water quality of Standley Reservoir, an agricultural and municipal water supply reservoir located in Jefferson County Colorado, which is supplied with water primarily from Clear Creek. For purposes of this Agreement, the Clear Creek Basin is divided into three (3) areas of segments: the Upper Clear Creek Basin (“Upper Basin”), consisting of Clear Creek and its tributaries from its source to and including the headgate of the Croke Canal in Golden, Colorado; the Standley Lake Tributary Basin (“Tributary Basin”), consisting of the lands directly tributary to Standley Lake, the Church Ditch, the Farmers High Line Canal, the Croke Canal, and lands directly tributary to these Canals; and Standley Lake (“Standley Lake”), consisting of the Lake itself.

The parties to this Agreement are governmental agencies and private corporations having land use, water supply, and/or wastewater treatment responsibilities within the Clear Creek Basin. The parties are: (1) UCCBA; (2) City of Golden; (3) City of Arvada; (4) Jefferson County; (5) Jefferson Center Metropolitan District; (6) City of Westminster; (7) City of Northglenn; (8) City of Thornton; (9) City of Idaho Springs; (10) Clear Creek County; (11) Gilpin County; (12) Black Hawk/Central City Sanitation District; (13) Town of Empire; (14) City of Black Hawk; (15) City of Central; (16) Town of Georgetown; (17) Town of Silverplume; (18) Central Clear Creek Sanitation District; (19) Alice/St. Mary’s Metropolitan District; (20) Clear Creek Skiing Corporation; (21) Henderson Mine; (22) Coors Brewing Company; (23) Church Ditch Company; (24) Farmers High Line Canal and Reservoir Company; and (25) Farmers Reservoir and Irrigation Company. For purposes of this Agreement, the parties can be divided into four (4) functional groups, as follows: The Upper Basin Entities (“Upper Basin Users” or “UCCBA”), consisting of the members of the Upper Clear Creek Basin Association (generally representing entities with jurisdiction over land use and wastewater treatment activities in the Upper Basin that can affect water quality in the Upper Basin); the Tributary Basin Entities (“Tributary Basin Entities”), consisting of the Cities of Golden, Arvada, and Westminster, and the County of Jefferson and the Jefferson Center Metropolitan District (generally representing entities with jurisdiction over land use activities that can affect water quality in the Tributary Basin); the Standley Lake Cities (“Standley Lake Cities”), consisting of the Cities of Westminster, Northglenn, and Thornton, (representing the municipal water users from Standley Lake); and the three canal companies (the “Canal Companies”), consisting of the Church Ditch Company, the Farmers High Line Canal and Reservoir Company, and the Farmers Reservoir and Irrigation Company (representing the entities that own and operate canals through which water is conveyed to Standley Lake for municipal and agricultural use).

In accordance with the geographical and functional divisions, this Agreement generally

sets out rights and obligations with respect to certain water quality matters within the Clear Creek Basin (as above defined) by area or segment and by functional group.

II. Agreement.

1. The parties will submit a joint alternative proposal to the Water Quality Control Commission (“WQCC”) in the matter captioned “For Consideration of Revisions to the Water Quality Classifications and Standards, Including Adoption of a Narrative Standard, for Segment 2, Standley Lake, of Big Dry Creek, in the South Platte Basin, and Adoption of a Standley Lake Control Regulation” on or before December 23, 1993. Said alternative proposal shall contain the following points:

- a. Request the WQCC to adopt a narrative standard only for Standley Lake at this time, with further consideration of any control regulation or numeric criteria for implementation of the standard at or after the triennial review of the South Platte River to be held in 1997. The narrative standard shall require maintenance of Standley Lake in a mesotrophic state, as measured by a combination of relevant indicators, as recommended by the parties’ consultants prior to December 23, 1993.
 - b. Request language in the Rule and in the Statement of Basis and Purpose for the regulation explaining that during the next triennium ending in 1997 (“triennium”) the parties hereto will be conducting additional testing and monitoring, as well as implementing certain best management practices and controls on a voluntary basis, the results of which will be reported to the WQCC on an annual basis, and that point-source discharge permits written during the triennium shall not include any new or more stringent nutrient effluent limitations or wasteload allocations to meet the narrative standard. The proposed language will also refer to the intention of the parties and the Commission that should the narrative standard not be met at the end of the triennium, and substantial progress has not been made in reducing the nutrient loads to Standley Lake, additional measures may be required, including numeric standards or effluent limitations for phosphorous and/or nitrogen in the Upper Basin, and for additional best management controls in Standley Lake to be considered.
2. Should the WQCC fail to approve and adopt the substance of the proposed alternative described in paragraphs 1.a. and 1.b. above, this agreement shall automatically terminate and the parties shall be released from all other obligations and rights hereunder.
3. At or after the triennial review in 1997, the UCCBA and Standley Lake Cities agree that if substantial progress has not been made by the UCCBA in reducing its portion of nutrient loading and in developing controls to maintain appropriate reductions in nutrient loads to Standley Lake sufficient to maintain the narrative standard, they

will jointly petition the Commission to adopt a control regulation for Standley Lake containing the following points:

- a. Total Phosphorous effluent limitation of 1.0 mg/l as P as a thirty (30) day average at the Upper Clear Creek Wastewater Treatment Plants, or such other numeric standard(s) or effluent limitations (s) for phosphorous or nitrogen, or in combination, with opportunity for point to point source and nonpoint source to point source trading among the entities that operate the UCCBA treatment plants, as has been determined will be effective in achieving and maintaining the narrative standard for Standley lake. Such numeric standard(s) or effluent limitation(s) shall be implemented over a three year period to allow time for the affected entities to fund, design and construct improvements necessary to meet the standards.
 - b. In-lake treatment to reduce internal phosphorous loading by 50% from the 1989-90 measured loadings in the 1993 USGS report by Mueller and Ruddy, or such other standards for reduction of internal phosphorous and nitrogen loading as has been determined will be effective in achieving and maintaining the narrative standard for Standley Lake, within three (3) years.
4. The UCCBA, in consultation with the Standley Lake Cities and Tributary Basin Entities will prepare a Best Management Practices Manual by December 31, 1994 for nonpoint sources that will cover disturbed areas of 1 acre or more and use its best efforts to have it approved and adopted for implementation by all jurisdictions within the Upper Basin by July 1, 1995. This Manual will be prepared to deal with the geologic, topographic and weather conditions existing within the Upper Basin to facilitate the reduction of nutrient loading from the various activities of the Upper Basin. This Manual will be coordinated with the Standley Lake Cities and Tributary Basin entities. The plan will include a program for monitoring representative results, to be included in the overall basin monitoring plan. For purposes of development of BMPs, Jeffco will not be considered to be part of the UCCBA.
5. The UCCBA, in consultation with the Standley Lake Cities and the Tributary Basin Entities, will examine the costs and effects of nutrient removal at UCCBA wastewater treatment plants, including operational controls or modifications which would decrease nutrient loads. Recommendations of such review shall be furnished to all the parties hereto by June 30, 1994. The UCCBA will use its best efforts to have its members implement operational modifications which can be implemented without significant capital improvements as quickly as reasonably practical.
6. The Standley Lake Cities, in consultation with the other parties, will develop a Standley Lake Management Plan by December 31, 1994 which will address in-lake nutrient loading and potential nutrient loading from lake activities, water supply operations, recreational activities, and activities in the watershed. The Standley Lake Cities will use their best efforts to implement the Lake Management Plan by

June, 1995. It is understood that the water rights implications of the plan must be considered.

7. The parties will jointly design, implement, and fund in such allocations as they shall agree a monitoring program to evaluate (1) nutrient loadings from point sources; (2) nutrient loadings from non-point sources in the Upper Basin; (3) nutrient loadings from non-point sources in the Tributary Basin; (4) internal Lake loading; and (5) the effect of nutrient reduction measures implemented by the various parties on the trophic status of Standley Lake. The results of the monitoring program will be provided to the Water Quality Control Commission for informational purposes annually. A description of the monitoring program will be included with the Annual Reports.
8. The Tributary Basin Entities and the Standley Lake Cities, in consultation with the other parties, will develop Best Management Practices (BMPs) for each of their jurisdictions by December 31, 1994, and shall use their best efforts to have them adopted as regulations by July, 1995. The BMPs will be designed to remove pollutants to the maximum extent practical considering the costs and benefits of possible measures; provided, however that no retro-fitting of existing construction or development will be required.
9. The Tributary Basin Entities, the Standley Lake Cities and the Canal Companies will develop a Management Plan for the Tributary Basin, addressing stormwater quality and quantity, hazardous substance spills, canal flushing, crossing permits, the Canal Companies' stormwater concerns, and the water rights implications of the above by December, 1994, and use their best efforts to achieve adoption of the portions of the Plan under the control of each entity by July, 1995. If not all affected parties adopt the agreed measures, then the parties that have adopted such measures will determine whether or not to implement the Plan despite such non-adoption by one or more parties.
10. Each functional group (The UCCBA, The Tributary Entities, The Standley Lake Cities, and the Canal Companies) shall provide each other group with semi-annual reports detailing the progress made on the implementation of its responsibilities herein, including development of any BMPs, nutrient reduction programs or controls, or other items required by this agreement, beginning in June, 1994. The parties shall also meet periodically after each report is completed to discuss progress by the parties. It is anticipated that the various functional groups may assign or appoint task groups or committees to address specific tasks or areas of concern (e.g. BMPs; ISDS; Wastewater Plant operational changes; monitoring, etc). If so, then the task groups shall provide the appropriate reports and participate in follow-up meetings.
11. This agreement may be enforced as a contract according to the laws of the State of Colorado; however, this agreement shall not create any right to claim or recover monetary damages for a breach thereof.

12. It is anticipated that other regional agencies with land use and/or water quality responsibilities or impacts within the Clear Creek Basin (as above defined) may join in the parties' monitoring and other efforts pursuant to this Agreement.

13. This Agreement may be executed in counterparts.