

**SEASIDE GROUNDWATER BASIN WATERMASTER
NOTICE
BUDGET AND FINANCE COMMITTEE
MEETING TUESDAY, MAY 14, 2019
1:00 P.M. - SEASIDE CITY HALL
CONFERENCE ROOM**

AGENDA

Committee Members

City of Seaside

Kimberly Drabner - Chair

California American Water

Chris Cook/Nina Miller

City of Sand City

Mayor Mary Ann Carbone

Coastal Subarea Landowners

Paul Bruno

The public may comment on any item within the committee's jurisdiction. Please limit comments to three minutes in length.

Action Items:

1. Discuss/Consider Recommendation to the Watermaster Board regarding California American Water's request to allow a Credit for actual expenditures incurred October 2016 through January 2019 for the Monterey Pipeline and Pump Station amounting to \$49,382,196 to be used to offset the Seaside Basin Water Year 2018 Overproduction Replenishment Assessment.
2. Discuss/Consider Recommendation to the Watermaster Board whether Watermaster should continue to retain the legal counsel services of Russ McGlothlin upon his departure from Brownstein, Hyatt, Farber and Schreck and subsequent employment with the firm of O'Melveny and Myers effective May 6, 2019.

If requested, the agenda and documents in the agenda packet shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

SEASIDE GROUNDWATER BASIN WATERMASTER

TO: Watermaster Budget and Finance Committee

FROM: Laura Paxton, Administrative Officer

DATE: May 14, 2019

SUBJECT: California American Water Request for Credit against Replenishment Assessment

RECOMMENDATIONS:

Consider whether to approve California American Water's request to allow a credit for actual expenditures incurred October 2016 through January 2019 for the Monterey Pipeline and Pump Station amounting to \$49,382,196 to be used to offset the Watermaster Year 2017/2018 Over-production Replenishment Assessment.

DISCUSSION:

In January of 2009, California American Water and the Seaside Basin Watermaster (Watermaster) entered into a Memorandum of Understanding (MOU) in order to establish a process for implementing Section III.M.1.d of the Amended Decision. This Section authorizes California American Water to receive Replenishment Credits for water supply augmentation expenditures it contends has or will result in replenishment of the Basin.

In summary, the MOU provides that a claim for Replenishment Credits provided by California American Water shall be based upon expenditures for a water supply augmentation project that California American Water contends has or will result in Basin replenishment. The MOU further provides that the Watermaster shall grant California American Water's requests for Replenishment Credits for years in which the Watermaster declares that water for Artificial Replenishment is not available. The granting of the request is subject to California American Water's obligation to provide future Artificial Replenishment in an amount equal to the number of acre-feet of Over-production for which California American Water receives Replenishment Credits. A copy of the MOU is attached.

California American Water has submitted its request for Replenishment Credit for Water Year 2018 (attached) that includes a listing of expenditures for a water supply augmentation project California American Water contends will result in replenishment of the Basin. This project was approved by the California Public Utilities Commission ("CPUC") in Decision D.16-09-021 dated September 15, 2016 available at: <http://docs.cpuc.ca.gov/SearchRes.aspx?DocFormat=ALL&DocID=167189425>.

Additionally, the Watermaster declared in December 2017 that water for Artificial Replenishment was not available for Water Year 2018.

ATTACHMENT:

- 1) CAW Request for Credit Correspondence with expense listing
- 2) Memorandum of Understanding between Seaside Basin Watermaster and California American Water
- 3) Amended Memorandum of Understanding between Seaside Basin Watermaster and California American Water
- 4) Conclusion excerpt of PUC Decision in favor of pipeline and pump station construction



511 Forest Lodge Road
Suite 100
Pacific Grove, CA 93950
www.californiaamwater.com

February 8, 2019

Laura Paxton, Administrative Officer
Seaside Groundwater Basin Watermaster
PO Box 51502
Pacific Grove, CA 93950

SUBJECT: Request for Replenishment Assessment Credit

Dear Ms. Paxton:

California American Water hereby submits its formal request for a Replenishment Credit in the amount of \$49,382,196. We are requesting this credit be applied to the Seaside Basin Watermaster Water Year 2018 Overproduction Replenishment Assessment against California American Water that was transmitted by your December 17, 2018 invoice.

This amount was incurred by California American Water during the period from October 2016 through January 2019 for the Monterey Pipeline and Pump Station. This project was approved by the California Public Utilities Commission ("CPUC") in Decision D.16-09-021 dated September 15, 2016¹. Attached is a spreadsheet that breaks down the actual expenditures by category. Please note this amount does not include expenditures incurred by California American Water for the desalination plant and other related infrastructure that is also part of the overall Monterey Peninsula Water Supply Project ("Project")².

As you will likely recall, in January of 2009 the Seaside Basin Watermaster and California American Water executed a Memorandum of Understanding regarding Replenishment Credits ("MOU"). In accordance with the MOU, California American Water is submitting this request following receipt of the Watermaster's notice of the amount of the Replenishment Assessment. Additionally, the MOU provides that the Watermaster "shall grant" California American Water's request for a Replenishment Credit for years in which Artificial Replenishment Water is not available for purchase. Thus, we are requesting that you place California American Water's request on the agenda for approval at the next Watermaster meeting.

Sincerely,

Christopher Cook
Director of Operations

Attachment

cc: Ian Crooks
Lori Girard

¹ CPUC Decision D.16-09-021, September 15, 2016, Decision on California-American Water Company's Application for Approval of the Monterey Peninsula Water Supply Project Specifically in Regards to Phase 2, *available at*: <http://docs.cpuc.ca.gov/SearchRes.aspx?DocFormat=ALL&DocID=167189425>, or upon request.

² The overall Project was approved in CPUC Decision D.18-09-017, September 13, 2018, Decision Approving a Modified Monterey Peninsula Water Supply Project, Adopting Settlement Agreement, Issuing Certificate of Public Convenience and Necessity and Certifying Combined Environmental Report, *available at*: <http://docs.cpuc.ca.gov/SearchRes.aspx?DocFormat=ALL&DocID=229424336>, or upon request.

Monterey Pipeline and Pump Station

Item	Actual To-Date
Construction	
Construction	\$ 47,156,476
Inspections	\$ 485,880
Miscellaneous Exps	\$ 2,000
Internal	
Labor, Expenses, and Overhead	\$ 1,737,840
Total	\$ 49,382,196
CPUC Total Authorized Amount	\$ 50,331,541

**MEMORANDUM OF UNDERSTANDING BETWEEN SEASIDE BASIN
WATERMASTER AND CALIFORNIA AMERICAN WATER**

This Memorandum of Understanding between the Seaside Basin Watermaster (Watermaster) and California American Water (CAW) is entered into pursuant to a motion passed by Watermaster on December 3, 2008 with respect to the following:

RECITALS

A. The Amended Decision in Case No. M66343 filed February 9, 2007 (Decision) provides that Standard Producers that exceed their allocation of Natural Safe Yield are subject to a Replenishment Assessment for each acre foot of Over-Production for each Water Year. Under Section III.M1.d of the Decision, CAW has the right to claim a credit against its Replenishment Assessment (Replenishment Credit) for costs incurred for water supply augmentation that has or will result in replenishment of the Basin.

B. Watermaster has calculated the Replenishment Assessments for CAW for Fiscal Year 2006 (Water Year 05/06), Fiscal Year 2007 (Water Year 06/07) and Fiscal Year 2008 (Water Year 07/08) in the total amount of \$10,166,640. Pursuant to Section III.M.1.d of the Decision, CAW applied for a Replenishment Credit for expenditures totaling \$12,305,924.00 that CAW has made through calendar year 2006 for water supply augmentation associated with pre-construction expenses for the Coastal Water Project. The request was made on March 5, 2008 and supplemented with further information on May 2, 2008.

C. Watermaster approved CAW's request for a Replenishment Credit in the amount of \$12,305,924.00, subject to conditions set forth in the motion which provide that CAW will ensure replenishment of the Basin with water from the Coastal Water Project, or a comparable alternative project, at no cost to Watermaster, in an amount equivalent to the quantity of water that CAW has overproduced, and thus incurred a Replenishment Assessment obligation for Fiscal Years 2006, 2007 and 2008.

D. Watermaster and CAW desire to enter into this Memorandum of Understanding regarding future CAW requests pursuant to Section III.M.1.d of the Decision for Replenishment Credits against future Replenishment Assessment obligations.

AGREEMENT

Watermaster and CAW agree as follows:

1. At the end of each Water Year, Watermaster shall determine the Replenishment Assessments in accord with Section III.L.3.j.iii of the Decision. Within 40 days of CAW's receipt of Watermaster's notice of Replenishment Assessment against CAW for the preceding Water Year, CAW shall provide Watermaster any claim for a Replenishment Credit pursuant to Section III.M.1.d of the Decision. Such claim shall be based upon expenditures for a water supply augmentation project (such as the Coastal Water Project and/or other projects that produce water that can be used to replenish the Seaside Basin (hereinafter "Project(s)")) that CAW contends has or will result in replenishment of the Basin.

2. Watermaster agrees that the Project will result in replenishment of the Basin, and therefore:

(a) Watermaster hereby grants CAW's current request for a Replenishment Credit in the amount of \$12,305,924.00. Such Credit shall be immediately applied to CAW's Replenishment Assessments for Fiscal 2006 (Water Year 05/06), Fiscal Year 2007 (Water Year 06/07) and Fiscal Year 2008 (Water Year 07/08), which total \$10,166,640, subject to the condition that, upon completion and implementation of a water supply augmentation Project, CAW shall provide Watermaster, at no cost to Watermaster, and on a schedule that is Feasible either (1) water for Artificial Replenishment through direct replenishment and/or (2) cause in-lieu replenishment of the Basin by forbearing to produce water to which CAW is entitled as CAW's share of the Native Safe Yield, in an amount equal to CAW's total acre feet of Over-Production for the Water Years 05-06, 06-07, and 07-08, which total is 6,390.1 acre feet. Future CAW requests for Replenishment Credit shall be granted subject to the same conditions set forth in this Section 2 (a).

(b) In future Water years Watermaster shall address future requests by CAW for a Replenishment Credit as follows:

- i. For years in which Watermaster declares that water for Artificial Replenishment is not available, Watermaster shall grant CAW's request for a Replenishment Credit for that Water year, subject to CAW's obligation to provide future Artificial Replenishment as set forth in Section 2(a) herein.
- ii. For years in which Watermaster declares that water for Artificial Replenishment is available from sources other than a CAW water supply augmentation Project, Watermaster shall have the option of either: (i) requiring CAW to pay all or part of CAW's Replenishment Assessment for that Water Year for the purpose of providing Watermaster with funds to obtain Artificial Replenishment in sufficient quantities to replenish that quantity of Over-Production for which CAW pays a Replenishment Assessment; or (ii) granting CAW's request for a Replenishment Credit subject to CAW's obligation to provide future Artificial Replenishment as provided for in section 2(a) herein. . If Watermaster is unable to purchase Replenishment Water equal to CAW's total Over-Production for that Water Year,

the Watermaster shall grant CAW a Replenishment Credit for the balance of CAW's Over-Production for that Water year, subject to CAW's obligation to provide future Artificial Replenishment as set forth in Section 2(a) herein.


3. The sum of the acre feet of water to be provided to Watermaster for replenishment either by direct replenishment and/or in-lieu replenishment for each Water Year shall equal the number of acre feet for which CAW is assessed a Replenishment Assessment for the Water Year at issue. In no event shall the total amount of direct replenishment and/or forbearance by CAW be greater than the cumulative total of acre feet of CAW's Over-Production for all Water Years for which CAW is granted Replenishment Credits.

4. Upon completion and implementation of the Project(s), at any stage in CAW's direct replenishment and/or in-lieu replenishment pursuant to conditions set by Watermaster upon granting of Replenishment Credits, CAW shall have the right to request that the Court determine that, based upon principles of the physical solution set forth in the Decision, the Basin has been replenished in an amount sufficient to prevent seawater intrusion or the Basin has been protected by alternative seawater intrusion preventive measures. Upon such determination by the Court, CAW's obligations under conditions set by Watermaster upon granting of Replenishment Credits and any obligation under this Memorandum of Understanding to provide direct replenishment water and/or in-lieu replenishment at no cost to Watermaster shall be deemed fully satisfied.

5. All terms used in this Memorandum of Understanding that are defined terms in the Decision shall be defined herein as set forth in Section III.A of the Decision.

IN WITNESS WHEREOF the Parties hereby agree to the full performance of the terms set forth herein.

SEASIDE BASIN WATERMASTER



Chair, Seaside Basin Watermaster
Date: January 21, 2009

CALIFORNIA AMERICAN WATER



President, California American Water
Date: 1-29-2009

AMENDMENT NO. 1
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SEASIDE BASIN WATERMASTER AND CALIFORNIA AMERICAN WATER
DATED
DECEMBER 3, 2008

The Memorandum of Understanding pertaining to the repayment of Replenishment Assessments (December 3, 2008 MOU) between the Seaside Basin Watermaster (Watermaster) and California American Water (CAW), which was entered into pursuant to a motion passed by Watermaster on December 3, 2008 and executed by the Watermaster on January 21, 2009 and by CAW on January 29, 2009, is hereby modified by this Amendment No. 1 (Amendment) as follows:

RECITALS

- A. The December 3 2008 MOU was entered into to comply with and fulfill the conditions of the Amended Decision entered in the case California American Water Company v. City of Seaside et al., Monterey Superior Court, Case No. M66343.
- B. Section 2.a of the December 3, 2008 MOU states in part that "...upon completion and implementation of a water supply augmentation Project, CAW shall provide Watermaster, at no cost to Watermaster, and on a schedule that is feasible [emphasis added] either (1) water for Artificial Replenishment through direct replenishment and/or (2) cause in-lieu replenishment of the Basin by forbearing to produce water to which CAW is entitled as CAW's share of the Native Safe Yield, in an amount equal to CAW's total acre feet of Over-Production for the Water Years 05-06, 06-07, and 07-08, which total is 6,390.1 acre feet. Future CAW requests for Replenishment Credit shall be granted subject to the same conditions set forth in this Section 2 (a)."
- C. CAW is currently prosecuting before the California Public Utilities Commission an application for a Certificate of Public Convenience and Necessity to construct the Monterey Peninsula Water Supply Project ("MPWSP"), as an alternative to the Coastal Water Project.
- D. As of the date of this Amendment, CAW's total Over-Production for all Water years Through Water Year 2012-2013 is 11,981.29 acre feet, and it is anticipated that upon the estimated date on which CAW's MPWSP becomes fully operational, Cal-Am's total Over-Production will be 18,718.17 acre feet.
- E. On November 29, 2012 the Watermaster voted to accept a replenishment repayment schedule proposed by CAW under which the MPWSP would provide potable water to fulfill CAW's replenishment obligations as set forth in the December 3, 2008 MOU.
- F. Watermaster and CAW desire to amend the December 3, 2008 MOU to formalize their agreement that the replenishment repayment schedule proposed by CAW constitutes a "feasible" schedule as referred to in Section 2.a of the December 3, 2008 MOU.

AGREEMENT

Watermaster and CAW agree as follows:

1. Except as modified by the language below, all terms and conditions of the December 3, 2008 MOU are unchanged by this Amendment No. 1 and remain in full force and effect.
2. Beginning October 1 following final completion and acceptance of all MPWSP components (as defined by the relevant MPWSP construction contracts) by CAW, CAW shall commence Artificial Replenishment of the Seaside Basin as follows:
 - a. At the conclusion of the first Water Year after final completion and acceptance of the MPWSP, and each Water Year thereafter, Watermaster shall report, in accordance with the Amended Decision and Watermaster Rules and Regulations:
 - i. The cumulative total of CAW's Overproduction from Water Year 05/06 to date;
 - ii. CAW's Non-Native Water Stored in the Basin;
 - iii. The cumulative total of CAW's prior Artificial Replenishment.
 - b. CAW's Replenishment Obligation shall be fulfilled in accordance with the Replenishment Schedule contained in Attachment "A" hereto. The volume of artificial or in-lieu replenishment shall be based on a running five (5) Water Year average. Should the average volume of artificial or in-lieu replenishment calculated by the Watermaster be less than 700 acre feet annually, and if the Watermaster declares that water for Artificial Replenishment is available from sources other than the CAW Water Supply Project, Watermaster shall have the option of requiring CAW to pay a part of CAW's Outstanding Replenishment Assessment for the purpose of providing Watermaster with funds to obtain Artificial Replenishment in sufficient quantities to replenish that quantity not provided via in-lieu replenishment.
 - c. Should conditions change in the Basin sufficient to indicate that seawater intrusion is occurring, this Replenishment Schedule shall be subject to immediate modification.
 - d. Replenishment Years subsequent to Replenishment Year 25 shall continue at 700 acre-feet annually based on a running 5-year average until CAW's total Replenishment Obligation has been fulfilled.
 - e. In accordance with Section 4 of the December 3, 2008 MOU, at any stage in CAW's replenishment prior to Replenishment Year 25 should the Court determine that the Basin has been replenished in an amount sufficient to prevent seawater intrusion, or the Basin has been protected by alternative seawater intrusion preventive measures, CAW's obligations under conditions set by the December 3, 2008 MOU shall be deemed fully satisfied.
 - f. CAW's total Replenishment Obligation pursuant to the December 3, 2008 MOU shall equal the number of acre feet CAW Overproduced and for which CAW was assessed a Replenishment Assessment beginning with the Water Year 05/06 to the first Water Year after final completion and acceptance of the MPWSP occurs. In no event shall the total amount of Artificial Replenishment by CAW be greater than the cumulative total of acre feet of CAW's Over Production for which CAW was granted Replenishment Credits.

3. All terms used in this Amendment No. 1 that are defined terms in the Amended Decision shall be defined herein as set forth in Section III.A of the Amended Decision.

IN WITNESS WHEREOF the Parties hereby agree to the full performance of the terms and conditions set forth in this Amendment No. 1.

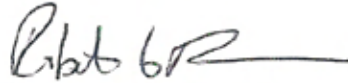
SEASIDE BASIN WATERMASTER



Chair, Seaside Basin Watermaster

Date: 4/25/14

CALIFORNIA AMERICAN WATER



President, California American Water

Date: 6-6-14

ATTACHMENT "A"

REPLENISHMENT SCHEDULE

REPLENISHMENT YEAR	ARTIFICIAL REPLENISHMENT (AFA)	IN-LIEU REPLENISHMENT (AFA)
1		700
2		700
3		700
4		700
5		700
6		700
7		700
8		700
9		700
10		700
11		700
12		700
13		700
14		700
15		700
16		700
17		700
18		700
19		700
20		700
21		700
22		700
23		700
24		700
25		700
--		700

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



September 22, 2016

TO: ALL PARTIES OF RECORD IN APPLICATION 12-04-019

Decision 16-09-021 is being mailed without the Concurrence of Commissioner Catherine J.K. Sandoval. The Concurrence will be mailed separately.

Very truly yours,

/s/ RICHARD SMITH for
Karen V. Clopton
Chief Administrative Law Judge

KVC/lil

Attachment

can authorize the requested cost recovery, or can reduce the allowed cost recovery to only that amount that satisfies the three cost factors.

7. Conclusion

The evidence shows that the Revised WPA is reasonable, and Cal-Am is authorized to enter into it. Cal-Am is authorized to build the pipeline and pump station, subject to the MMRP. The cost cap for the pipeline and pump station project is \$50.3 million. Finally, we authorize Cal-Am to file Tier 2 advice letters for cost recovery of the pipeline and pump station, with applicant including a showing that the facilities are used and useful, costs have been spent reasonably, and the facilities are appropriately sized. The proceeding remains open to resolve Phase 1 issues.

8. Comments on Proposed Decision

The proposed decision of assigned ALJ Weatherford in this matter was mailed to the parties in accordance with Section 311 of the Public Utilities Code, and comments were allowed under Rule 14.3 of the Commission's Rules of Practice and Procedure.

8.1. Opening Comments

Opening comments were timely filed on September 1, 2016, by Cal-Am, District and Agency (as "Joint Commenters"), ORA and PTA. The Joint Commenters note that the version of the WPA attached to the Proposed Decision as Appendix C was not the version corrected by Exhibit JE-10 (received as evidence on June 3, 2016). We appreciate their contribution and have substituted the correct version as the final Appendix C.

The Joint Commenters seek to have the separate cost caps (\$46.5 million for the pipeline and \$3.8 million for the pump station) converted to a

**SEASIDE GROUNDWATER BASIN
WATERMASTER**

TO: Watermaster Budget and Finance Committee

FROM: Laura Paxton, Administrative Officer

DATE: May 14, 2019

SUBJECT: Discuss/consider Watermaster legal services for certain Watermaster matters

RECOMMENDATIONS:

Consider whether Watermaster should continue to retain the legal counsel services of Russ McGlothlin upon his departure from Brownstein, Hyatt, Farber and Schreck (BHFS) and subsequent employment with the firm of O'Melveny and Myers (OMM) effective May 6, 2019.

BACKGROUND:

Watermaster has contracted with Russ McGlothlin of BHFS for certain Watermaster legal services since October 1, 2014. So far in 2019 expenses total \$3,350; 2018 fees totaled \$19,875; 2017 totaled \$21,750; 2016 totaled \$24,710; and 2015 totaled \$2,675. Primary matters have included representation at Watermaster status case management hearings with Judge Nichols presiding; Public Records Act requests from general public (Moore Notice of Lodging) and Marina Coast Water District; stipulation to appoint Judge O'Farrell to Seaside Groundwater Basin Watermaster Adjudication Decision; and review and filing of Watermaster annual reports. The BHFS rate has been \$450/hour.

Mr. McGlothlin has a high degree of knowledge of Seaside Basin Watermaster issues having been significantly involved in development of the adjudication documents as well as representing the City of Seaside with respect to Basin-related matters. In order for him to act on behalf of Watermaster, BHFS obtained a Relationship and Waiver of Potential Conflict of Interest signed by representatives of Watermaster, City of Seaside, and the Monterey Peninsula Regional Water Authority (MPRWA). It is unknown yet what action the City of Seaside and MPRWA will take with respect to Mr. McGlothlin leaving BHFS.

DISCUSSION:

The Committee is asked to consider whether to continue to contract with Mr. McGlothlin for legal services at an OMM rate of \$740/hour. Another option is to continue with BHFS legal services using an alternative lawyer recommended by Mr. McGlothlin as most knowledgeable about Watermaster.

FISCAL IMPACT:

The scope of Watermaster legal counsel tasks varies from year to year. Calendar year 2017 is representative of legal services comprised of case management conference preparation/attendance and annual report review and filing. The difference in legal services expenses at the \$450 hourly rate versus the \$740 rate if applied to 2017 expenses would be an additional \$14,000. (There has been no communication with the newly appointed Judge O'Farrell so it is unknown if he will call case management conference hearings. No hearing has yet been set for 2019 so it is likely he will not.) Additional costs between the two rates would be relatively minimal (\$580) if annual report review is the only service for the year.

ATTACHMENTS:

Email from Russ McGlothlin confirming the rate to be charged to Watermaster by OMM

Wednesday, May 8, 2019 8:28 AM

Subject: FW: New Contact Information, Effective Monday, May 6th
Date: Wednesday, May 8, 2019 8:27 AM
From: Laura Paxton <watermasterseaside@sbcglobal.net>

From: "McGlothlin, Russell" <rmcglathlin@omm.com>
Date: Tue, 7 May 2019 16:38:23 +0000
To: Laura Dadiw <watermasterseaside@sbcglobal.net>
Subject: RE: New Contact Information, Effective Monday, May 6th

Thank you Laura. With O'Melveny, my discount rate for existing clients will be \$740 for 2019. I recognize that is significantly higher than the rate we have been billing to the Watermaster at Brownstein. Unfortunately, it is the minimum I can bill at from O'Melveny. I would be delighted to continue to represent the Watermaster and would seek to minimize expense through careful coordination with you and Bob as to what I work on and identifying lower rate associates to assist me where appropriate. Warmest regards,

Russ

On 5/3/19 8:44 PM, "McGlothlin, Russell" <RMcGlothlin@bhfs.com> wrote:
Greetings.

As one of my professional contacts, I am emailing you to let you know that, effective Monday, May 6th, I will be employed by the law firm of O'Melveny and Myers. I have attached a V-Card with my new contact information. Warmest regards,

Russell M. McGlothlin
(805) 453 2955

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