

APPLICATION FOR ADMINISTRATIVE REVIEW

**HAAS 1-29 OIL AND GAS EXPLORATORY WELL SITE
ELBERT COUNTY, COLORADO**

AUGUST 5, 2014

Prepared for:

**AGAVE OIL AND GAS, LLC
Fort Worth, Texas**



APPLICATION FOR USE BY SPECIAL REVIEW

**HAAS 1-29 OIL AND GAS EXPLORATORY WELL SITE
ELBERT COUNTY, COLORADO**

AUGUST 5, 2014

Prepared for:

**AGAVE OIL AND GAS, LLC
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(817) 870-0026**

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1.0 APPLICATION FEE

The \$7,500.00 fee will be included with the submission of the complete application.



2.0 MEMORANDUM OF UNDERSTANDING

See the attached Elbert County *Standard Memorandum of Understanding*.



STANDARD MEMORANDUM OF UNDERSTANDING

This Standard Memorandum of Understanding ("MOU") is made and entered into this 15th day of June, 2014, by and between Elbert County, a Colorado County ("County") with an address of P. O. Box 7, 215 Comanche Street, Kiowa, Colorado 80117 and Agave Oil & Gas, LLC ("Operator"), with an address of 512 Main Street, Ste 600, Fort Worth, Texas 76102. The Operator and the County may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. Operator is the owner or lessee of oil and gas leasehold and/or mineral interests within unincorporated parts of the County, and, as of the time of the execution of this MOU, has the right and intent to further develop its oil and gas leasehold and/or mineral interests within said portion of the County.
- B. The intent of this MOU is to provide the conditions under which Operator will develop and operate oil and gas facilities or newly expanded facilities in the unincorporated portions of the County, in order to foster the efficient and economic production of oil and gas resources, to protect human health, safety and welfare and to protect the environment and wildlife resources, while at the same time providing for a predictable and expeditious administrative process for obtaining County land use approvals and permits for oil and gas facilities. The terms "facility" or "facilities" are defined here as including oil and gas well sites, flow lines, tank batteries, compressor stations, pits/ponds, below-grade tanks, dehydration units, vapor recovery units (VRUs), and associated roads. Unless indicated otherwise, the definitions of terms used in the MOU shall be the same as in the Colorado Oil and Gas Conservation Commission's ("Commission") Rules.

NOW, THEREFORE, the Parties agree as follows:

1. **Intent to Supplement Commission Rules and Regulations.** The Parties recognize that pursuant to the Colorado Oil and Gas Conservation Act, C.R.S. §§ 34-60-101, *et seq.* ("Act"), the Commission regulates the development and production of oil and gas resources in Colorado, and the Act authorizes the Commission to adopt statewide rules and regulations. The provisions of this MOU are intended to supplement and add to the Commission's rules and regulations. To the extent that any of the provisions of this MOU are in conflict with the Act or COGCC rules and regulations, the stricter rules shall govern.
2. **Operator's Pit Practices within the County.** The Operator shall comply, at a minimum, with the following pit practices, after the date of this MOU:
 - a. **Closed-loop or Modified Closed-Loop Systems:** It is the intent of the County that operations utilize closed-loop or modified closed-loop systems for drilling and completion operations in order to minimize or eliminate the need for open or earthen pits.

- b. **Water Storage Pits to Contain Fresh Water:** Water stored in pits approved by the County and allowed under Commission Rules, must meet the definition of fresh water. Fresh water is defined as containing total dissolved solids (TDS) less than or equal to 5,000 milligrams/liter (mg/l). Upon closure of the fresh water pit, the Operator will ensure the protection of the public health and environment by following all Commission pit closure rules, including collecting analytical data to ensure compliance with state standards. As long as the fresh water pit is open and containing fluid, a representative water sample shall be taken every six months from the surface of the pit fluids, the first sample to be taken within 6 months of the pit becoming operational. The County will review water quality data provided by the Operator every six (6) months.
 - c. **Pits That Do Not Require County Approval:** Emergency Pits, Flare Pits and Plugging Pits, each as defined by the Commission, will not require County review or approval prior to construction (unless within ¼ mile of a residence as set forth below); however, the County will be copied on all notifications sent to the Commission in addition to any pit plans, remediation plans, or analytical results submitted to the Commission.
 - d. **Pit Setbacks:** All pit construction within ¼ mile of a residence or water well is generally discouraged by the County and may have additional County requirements. Such pits will be reviewed on a case-by-case basis by the County.
 - e. **Technological Advances:** The County may require additional measures, if new technological methods for pit construction or maintenance are developed pre- or post-construction and such methods are technologically sound, economically practical, and reasonably available to the Operator.
3. **Setbacks.** Operator's facilities shall adhere to the Commission's Rules, unless negotiated to a greater distance. A surface owner of property on which a facility is to be located may agree to a lesser setback, provided such agreement is not made in contravention of the Commission's rules.
 4. **Berms.** Berms shall be inspected by Operator on a weekly basis for evidence of discharge. Berms shall be inspected within 48 hours of a precipitation event. Inspection and maintenance record will be provided to the County upon request. Operator shall be responsible for maintaining the area within the berms free of vegetative growth.
 5. **Regular Meetings to Monitor and Discuss MOU Issues.** The County and Operator agree to meet quarterly or as necessary, to monitor and discuss any pertinent issues associated with oil and gas facilities within the County.
 6. **Water Supply and Quality.** In an effort to reduce truck traffic, where feasible, the Operator will identify a water source lawfully available for industrial use, including oil and gas development, close to the facility location, to be utilized by Operator and its suppliers.

Operator will comply with the Colorado Department of Public Health and Environment (CDPHE) requirements concerning water quality. Where feasible, temporary surface water lines are encouraged and will be utilized. Operator may be permitted to utilize County Road Right-of-Way, and County drainage culverts, where practical and in accordance with an executed Elbert County Master Road Use Agreement, for the laying and operation of temporary water lines on the surface. If necessary, Operator will bury temporary water lines at existing driveway and gravel road crossings, or utilize existing culverts, if available.

7. **Base Line Water Testing.** Operator agrees to comply with the Commission's Statewide Groundwater Baseline Sampling and Monitoring Rule 609, as adopted or modified, in addition to the requirements provided herein. Facilities subject to the requirements of this section are oil and gas wellsites, tank batteries, compressor stations, pits/ponds, below-grade tanks and dehydration units. To the extent the requirements of Rule 609 and the requirements provided herein are in conflict, Operator will comply with the stricter standard.
 - a. **Criteria and Protocol:** Using the Commission's criteria and protocol for sample analyses, types, orientation, and number, Operator will test up to four available water sources within a one half ($\frac{1}{2}$) mile radius of a new oil and gas facility.
 - b. **No available water sources within one half mile:** If there are no available water sources located within a $\frac{1}{2}$ mile radius of a new oil and gas facility, the Operator will test the nearest downgradient available water source that is within a one-mile radius of the oil and gas facility.
 - c. **Private Water Well Owner Request.** Operator agrees to conduct a baseline test of any water well requested by the owner, on a one-time basis, if such well is within a half ($\frac{1}{2}$) mile radius of a new oil and gas well or facility, or if such well is determined to be the closest downgradient well that is within a one-mile radius of the oil and gas facility. The cost and expenses for such baseline test is the responsibility of the requesting owner. The requirement to test a well upon request does not apply if the water well has already been tested by any Operator.
8. **Spill and Release Management.** Any spill or release that is reportable to the Commission shall be simultaneously reported to the County.
9. **Weed Control and Management.** Operator will be responsible for noxious weed control on any well pad, facility, or disturbed area, from the drilling or installation phase to the closure of the well or facility.
10. **Stormwater Management.** Operator will provide the County copies of their Stormwater Management Plan and Post Construction Stormwater Program as requires by the Commission. Operator shall include Best Management Practices as required by the Commission on their Form 2A.
11. **Noise.** Operator shall provide and post 24-hour, 7 days per week contact information to deal with all noise complaints arising from Operator's facilities.

12. **Fire Protection and Safety Agreement.** Operator will provide the County with a Fire Protection and Safety Agreement (FPSA) that has been developed with the jurisdictional fire district to address all potential emergencies that may be associated with an oil and gas facility. Operator shall also provide a copy of such plan to all emergency service providers that would respond to such emergencies. A “will-serve” letter must be obtained from the appropriate emergency provider(s).
13. **Elbert County Master Road Use Agreement.** The Operator shall enter into a Elbert County Master Road Use Agreement through the Elbert County Public Works Department, and satisfy all terms and conditions of such Elbert County Master Road Use Agreement, including any posting of bonds.
14. **Private Roads.** The Operator agrees to construct (unless already constructed) and maintain an access road designed to accommodate emergency response vehicles such as, but not limited to, law enforcement, emergency command vehicles (cars/SUVs), ambulances, hazardous materials response vehicles, water tenders, and fire apparatus during construction and operation of new tank batteries (post MOU), new drilling activity and reworks or recompletions of existing wells, unless a local fire department or fire district agrees to a different or lesser standard or waived by the County. With respect to new roads to new tank batteries, the Operator agrees to construct access roads in accordance with the Elbert County Driveway Standards. Best efforts will be made to improve inadequate access to existing tank battery sites identified by the fire district or County, based on service calls and demonstrated problems of accessing the site. Operator and County agree that spot inspections of access roads may be done by the County and/or appropriate emergency response agency, at such County or agency’s sole risk and expense, to insure that emergency access in accordance with this section is maintained.
15. **Dust Mitigation.** Fresh water, as defined by the Commission, may be applied to roads and land surfaces for purpose of dust mitigation. Absolutely no other liquid or substance generated from the production of the Operator’s facility, including but not limited to Exploration and Production Waste (as defined by the Commission) shall be permitted to be applied to roads and land surfaces.
16. **Floodplain.** There shall be no disturbance within a floodplain.
17. **Painting of Oil and Gas Facilities.** Except for such facilities that must be painted a certain color for safety reasons, Operator agrees to paint all new (post-MOU) production facilities with uniform, non-contrasting, non-reflective color tones and with colors matched to, but slightly darker than, surrounding landscapes.
18. **Lighting.** All permanent lighting of oil and gas well sites shall be directed downward and internally. Temporary lighting shall conform to the Commission’s Rules and Regulations.
19. **County Inspections.** Operator agrees to allow County access to all facilities for inspection, provided County personnel are equipped with all appropriate personal protection equipment

(PPE), the personnel comply with the Operator's other and customary safety rules, and, except to the extent allowed by law, the County is responsible for all costs and expenses of such inspections. The County shall use its best efforts to provide advance notice to the Operator prior to an inspection; however, the County reserves the right in its discretion to make spot inspections or to inspect without notice in the event of an issue potentially involving an immediate risk to public safety, health or welfare or damage to the property of another. The County reserves the right to inspect pit locations prior to construction, during construction, and after construction, The County also reserves the right to contact the appropriate Commission area inspector if non-compliance issues are suspected or identified as a result of construction plan reviews, reclamation plan review, field inspections, or if non-compliance issues are not resolved as soon as possible.

20. **County Land Use Approvals.** The Operator understands and agrees that prior to the development or operation of any oil and gas facility in unincorporated portions of the County, that Operator must first obtain approval from the County pursuant to any validly adopted provisions in the Elbert County Zoning Regulations. The Operator agrees and consents that the provisions of this MOU are to be included among any conditions for the issuance of any land use approval or permit issued by the County under its Zoning Regulations, unless, and to the extent, waived or modified on the record at a public hearing before the Elbert County Board of County Commissioners; further, the Operator understands and agrees that the provisions of this MOU shall remain conditions of such land use approval or permit regardless of the subsequent sale or other transfer of any oil and gas facilities, or interest therein, by the Operator.

21. **State Oil and Gas Permit Approvals.** The Operator agrees to include the contents of Exhibit A of this MOU in all Forms 2 and 2A that it submits to the Commission and consents to the inclusion of the contents of Exhibit A of this MOU as conditions of the issuance of any permit or other form of approval by the Commission with regard to the location, development or operation of a facility in unincorporated portions of the County, unless, and to the extent, waived or modified on the record at a public hearing before the Elbert County Board of County Commissioners; further, Operator understands and agrees that the provisions of this MOU shall remain conditions of permit or other form of approval regardless of the subsequent sale or other transfer of any facilities, or interest therein, by Operator. The County through the LGD process described in the Commission's Rules may request that the Commission impose site specific conditions as part of the state permit process that are in addition to the Operator's practices or procedures agreed upon herein and the Operator may respond to same as set forth in the Commission's Rules. If the state permit has already been approved and the County and Operator are in agreement as to any subsequent, additional conditions to be placed on the state permit, the Operator agrees to apply to the Commission to modify the state permit by allowing such subsequent, additional conditions to be placed on the state permit.

22. **Applicability.** This MOU shall only apply to Oil and Gas Facilities for which Operator has applied for permits as of the date of this MOU and to any facilities with respect to which Operator receives Commission approval after the date of this MOU. This MOU shall not be construed to apply to Oil and Gas Facilities for which another operator applies for a permit

even though the Operator may have an interest but is not the Operator, and does not apply to wells drilled by the Operator prior to the date of this MOU. Additional facilities may be exempted from some or all of the terms of this MOU, but only if approved on the record at a public hearing before the Elbert County Board of County Commissioners.

23. **Term.** This MOU is effective upon the execution by both Parties and shall remain in effect so long as Operator, its subsidiaries, successors or assigns, are engaged in the development or operation of oil and gas facilities within the unincorporated portions of the County; provided, however, this MOU may be terminated by either Party with thirty (30) days prior written notice to the other Party. If there is a new development in state law, rules or judicial decisions that substantially affect any provision of this MOU, the Parties agree to negotiate in an attempt to update this MOU in light of such decisions by a written amendment executed by both Parties. In the event this MOU expires or is otherwise terminated, the substantive requirements stated in this MOU shall survive and remain enforceable against the owner or Operator of any facilities that were permitted or otherwise approved during the term of this MOU, except to the extent waived or modified pursuant to the provisions of this MOU.
24. **Obligation of Funds.** Nothing in this MOU shall commit either Party to obligate or transfer any funds to the other.
25. **Force Majeure.** Neither Party will be liable for any delay or failure in performing under this MOU in the event and to the extent that the delay or failure arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, or any law, decree, regulation or order of any government or governmental body (including any court or tribunal).
26. **Authority to Execute MOU.** Each Party represents that it has the full right and authority to enter into this MOU.
27. **Governing Law.** This MOU shall be governed and construed in accordance with the laws of the State of Colorado without reference to its conflict of law provisions.
28. **Entire Agreement.** Except as expressly set forth herein, this MOU embodies the complete agreement between the Parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements, or representations by or between the Parties, written or oral, which may have related to the subject matter hereof. No amendment to this MOU shall be effective unless in writing, signed by the Parties.
29. **Third Party Beneficiaries.** Except as specifically stated herein, this MOU is not intended to, and does not, create any right, benefit, responsibility or obligation that may be enforced by any non-party.
30. **Notices.** All notices and other correspondence related to this MOU shall be in writing and shall be delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the

designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

County: _____

Operator: Mr. Richard Henninger
Agave Oil & Gas, LLC
512 Main Street, Ste 600
Fort Worth, Texas 76102
(817) 870-0026

31. **Subsidiaries/Successors.** The provisions of this MOU shall apply to all subsidiaries and successors-in-interest of the Operator with respect to any oil and gas facilities permitted or otherwise approved during the term of this MOU. The County will be copied on all transfer documents and forms submitted to the Commission.
32. **Default.** If a Party defaults in the performance of an obligation under this MOU, the defaulting Party shall have ten (10) days to cure the default after receipt of written notice of such default from the non-defaulting Party, provided the defaulting Party shall be entitled to a longer cure period if the default cannot reasonably be cured within thirty (30) days and the defaulting Party commences the cure within such ten (10) day period and diligently pursues its completion; however, in the event that the default involves an issue that could have an immediate impact on public health, safety or welfare, or cause damage to property of another, the defaulting party shall immediately begin action to cure the default. Each alleged default shall be treated separately under this paragraph and notice of an alleged default shall not affect the processing of permit applications while the notice is being evaluated, contested or corrected. In the event of a default, the Parties shall be entitled to seek specific performance as well as any other available remedies.
33. **Jurisdiction: Waiver of Rights.** The parties acknowledge, understand and agree that this agreement shall not be used as evidence that either party has waived any rights to assert its claims concerning the validity or extent of the County's land use jurisdiction. Nothing in this agreement shall be construed as an admission regarding the existence of proper jurisdictional authority or waiver by either party of any legal right or obligation, nor shall anything be construed as a bar to either party to seek any legal remedy available to it. The Operator agrees, however, that it will not exert jurisdictional or preemption arguments with respect to the specific performance obligations contained in this MOU.

EXHIBIT A

The following conditions will apply to all of Operator's newly permitted wells and facilities within unincorporated Elbert County, as of the effective date of the fully executed MOU between Elbert County and Operator. Site-specific conditions may be incorporated into the COGCC permit approval process through the LGD process as described in the Commission's Rules or by Sundry notice (COGCC Form 4) if there is agreement between Operator and Elbert County.

1. **Operator's Pit Practices within the County.**

- a. Operator shall use closed-loop or modified closed-loop systems, as defined below for drilling and completions; however fresh water pits are allowed if approved by the Commission in accordance with Commission Rules and if approved by the County, excepting that emergency, flare and plugging pits that are approved by the Commission in accordance with Commission Rules are allowed without prior County approval if constructed and operated in compliance with the Commission Rules and if located more than ¼ mile from any occupied building. Use of the aforementioned pits except emergency pits, within ¼ mile of an occupied building must be approved by the County.
 - b. Modified closed-loop systems include oil and gas well where air or fresh water is used to drill through the surface casing interval, defined as fifty (50) feet below the depth of the deepest aquifer, and a closed-loop system is used for the remainder of the drilling and/or completion or recompletion procedures.
 - c. If operator indicated that a closed-loop system or modified closed-loop system will be used for drilling and completion, this section will not be applicable.
2. **Berms.** Operator will inspect berms on a weekly basis for evidence of discharge and within 48 hours of a precipitation event. Inspection and maintenance records will be provided to the County upon request.
3. **Water Supply and Quality.** To reduce truck traffic, where feasible, temporary surface water lines are encouraged and will be utilized. If necessary, Operator will bury temporary water lines at existing driveway and gravel road crossings, or utilized existing culverts, if available.
4. **Baseline Water Quality Testing.** Operator shall comply with the Commission's Statewide Groundwater Baseline Sampling and Monitoring Rule 609 and thereafter with Rule 609 as adopted or modified, in addition to the requirements provided herein. Facilities subject to the requirements of this section are oil and gas wellsites, tank batteries, compressor stations, pits/ponds, below-grade tanks and dehydration units. To the extent the requirements of Rule 609 and the requirements provided herein are in conflict, Operator will comply with the stricter standard.

- a. Using the Commission's criteria and protocol for sample analyses, types, orientation, and number, Operator will test up to four available water sources within a one half (½) mile radius of a new oil and gas facility.
 - b. If there are no available water sources located within a ½ mile radius of a new oil and gas facility, the Operator will test the nearest downgradient available water source that is within a one-mile radius of the oil and gas facility.
 - c. To the extent requested by a private water well owner, Operator shall conduct a baseline test of any water sources, on a one-time basis, within a half (½) mile radius of a new oil and gas well or facility. The requirement to test a water source upon request does not apply if the water source has already been tested.
 - d. For a location that will include only facilities where Rule 609 does not require Baseline Sampling (flow lines, tank batteries, compressor stations, pits/ponds, below-grade tanks, dehydration units, and vapor recovery units) the Form 2A will refer to the MOU requirement for Baseline Sampling.
5. **Spill and Release Maintenance.** Operator will submit copies of any Form 19 filed with the Commission to the County LGD.
 6. **Weed Control and Maintenance.** Operator shall be responsible for noxious weed control on any disturbed area, from the construction phase to the closure of the well of facility.
 7. **Noise.** Operator shall provide to the LGD 24 hour, 7 days a week contact information to respond to all noise complaints arising from Operator's oil and gas facilities. Operator will post this information on a sign at the entrance to the access road.
 8. **Private Roads.** The Operator agrees to construct (unless already constructed) and maintain an access road designed to accommodate emergency response vehicles such as, but not limited to, law enforcement, emergency command vehicles (cars/SUVs), ambulances, hazardous materials response vehicles, water tenders, and fire apparatus during construction and operation of new tank batteries (post MOU), new drilling activity and reworks or recompletions of existing wells. With respect to new roads to new tank batteries, the Operator agrees to construct access roads in accordance with the Elbert County Driveway Standards. Best efforts will be made to improve inadequate access to existing tank battery sites identified by the local fire district or County, based on service calls and demonstrated problems of accessing the site. Operator and County agree that spot inspections of access roads may be done by the County and/or appropriate emergency response agency, at such County or agency's sole risk and expense, to insure that emergency access in accordance with this section is maintained
 9. **Dust Mitigation.** Operator shall use only fresh water (as defined by the Commission) on roads or land surfaces for dust mitigation.

10. **Painting of Oil and Gas Facilities.** Except for such facilities that must be painted a certain color for safety reasons, Operator shall paint all new production facilities with uniform, non-contrasting, non-reflective color tones and with colors matched to, but slightly darker, than surrounding landscapes.
11. **Lighting.** All permanent lighting of oil and gas well sites shall be directed downward and internally.

3.0 SITE NARRATIVE

Agave Oil and Gas, LLC (Agave) is permitting the project, Haas 1-29 Oil and Gas Exploratory Well Site, within unincorporated Elbert County (County). The purpose of the project is to develop mineral resources for use.

LT Environmental, Inc. (LTE), a contractor of Agave, has prepared the project documents and is submitting to the Elbert County Community Development Services for an administrative review of the project details. The LTE engineer working on behalf of Agave is Kyle Schildt, who can be reached at (303) 962-5947.

The project is located at approximately 39.40961° North latitude and 104.35450° West longitude. The Site is located in a pasture approximately 0.22 miles west of Comanche Creek Road and 1.3 miles north of County Road 150. The landowners have entered into agreement with Agave for completion of this project.

Prior to drilling activities, Agave will attempt to sample at least four representative water wells located within one-half mile of the proposed oil and gas well location. The chosen water wells will be sampled upon gaining access permission from the selected landowners. Water well testing activities will be in accordance with the Colorado Oil and Gas Conservation Commission (COGCC) Rule 609 – Statewide Groundwater Baseline Sampling and Monitoring. The laboratory analytical results will be forwarded to the County upon receipt.

The gross site acreage for the parcel where construction activities are going to take place is 276.2 acres, and the area of disturbance is approximately 3.0 acres and is currently zoned A. The total quantity of fill material existing at the Site is 3,707 cubic yards and the total cut material existing at the Site is 7,657 cubic yards in addition to approximately 3,950 cubic yards of topsoil removal. The excess excavation will be stockpiled on site and will be redistributed evenly throughout the site during well pad reclamation.

Ground surface disturbance will occur over the drill pad site, the cut and fill slopes, and along the driveway, if required. The pad site will be relatively flat and constructed of materials to be determined by the operator. Vehicle fueling, waste storage, portable toilets, and chemical storage will be limited to the stabilized staging area which can be located anywhere on the pad site since the entire site will be stabilized with material as determined by the operator.

The on-site vegetation generally consists of short prairie grasses. The existing topography generally drains to the northwest. The wellhead will be centered on the pad. The nearest surface water is an unnamed tributary of Comanche Creek, in the form of an intermittent drainageway, approximately 550 feet northwest of the Site. The Haas 1-29 Oil and Gas Exploratory Well Site and driveway will not intrude or encroach on any wetland acreage. No adverse short-term or long-term drainage impacts are anticipated to the area from the construction of this pad site or driveway.

The development of this pad site will consist of construction and reclamation activities. The construction activities include the following sequence of activities: well drilling, well stimulation/completion, installation and operation of production equipment, and well pad



reclamation. During construction, operation and maintenance activities will occur on site. The typical equipment on a producing well pad consists of a wellhead, a separation tank or vessel, and one or more 300- to 400-barrel (typical capacity) aboveground storage tanks for storing water or liquid hydrocarbons. Per the Colorado Department of Public Health and Environment (CDPHE) regulations, monitoring of the site will resume until 70 percent (%) of the original vegetation, or seed mix requested by the landowner, has been established.

The work proposed at the project site will require heavy truck traffic into and out of the site. The truck traffic will be managed as an integral part of the stormwater quality regulations to ensure that sediment erosion is minimized and managed per state regulations. Truck routes will utilize the most efficient routes available, while minimizing impact to neighboring properties.

The project site does not include any slopes greater than 20% nor lies within the boundaries of the floodplain.

The construction of the Haas 1-29 Oil and Gas Exploratory Well Site is scheduled to begin in the 3rd or 4th quarter of 2014 or shortly after receiving the appropriate approvals. Due to the nature of the project, construction activities will occur 24 hours a day, 7 days a week throughout the construction period. The erosion and sediment control Best Management Practices (BMPs) will remain in place throughout construction and reclamation activities at the site.



4.0 PROOF OF OWNERSHIP

See the attached *Oil and Gas Lease*.



OIL AND GAS LEASE

This Oil and Gas Lease ("Lease") is made this 9th day of October, 2011 between Max Dale Haas and Delores K. Haas, whose address is 37710 Comanche Creek Road, Kiowa, Colorado 80117 ("Lessor", whether one or more), and Preferred Oil and Gas Properties, LLC, 1212 Mallard Way, Granbury, Texas 76048 ("Lessee").

WITNESSETH, For and Consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, with the exclusive rights for the purposes of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipelines, telephone and telegraph lines, building tanks, plants, power stations, roadways and structures thereon to produce, save and take care of said products, and the exclusive surface or subsurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in Elbert County, State of Colorado, described to wit:

SEE EXHIBIT "A" FOR LAND DESCRIPTION

and covering 974.656 acres, more or less (the "Premises").

In addition to the lands described above, Lessor hereby grants, leases and lets exclusively unto Lessee, to the same extent as if specifically described, lands which are owned or claimed by Lessor by one of the following reasons: (1) all lands and rights acquired or retained by avulsion, accretion, dereliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream, or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located.

1. It is agreed that this Lease shall remain in full force for a term of [REDACTED] years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided.
2. This is a PAID-UP LEASE. In consideration of the payment made herewith, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the Primary Term. Lessee may at any time or times during or after the Primary Term surrender this Lease as to all or any portion of the Premises and as to any strata or stratum, by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.
3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, [REDACTED] of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the Premises or in the manufacture of products therefrom, the market value at the well of [REDACTED] of the product sold or used. On products sold at the well, the royalty shall be [REDACTED] of the net proceeds realized from such sale. All royalties paid on gas sold or used off the Premises or in the manufacture of products therefrom will be paid after deducting from such royalty Lessor's proportionate amount of all post-production costs, including but not limited to gross production and severance taxes, gathering and transportation costs from the wellhead to the point of sale, treating, compression and processing. On products sold at the well, the royalty shall be [REDACTED] of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any.
4. If Lessee should complete a well on the leased premises or on lands pooled therewith which is capable of producing gas in paying quantities, but which is not producing because of the lack of a regularly available market (including, without limitation, the lack of a pipeline connection) or because dewatering operations are being conducted on the well, such shut-in well shall nevertheless be deemed to be a well that is producing gas in paying quantities if Lessee shall, within 90 days after such well is completed (or, if the well is completed before the end of the primary term, within 90 days following the end of the primary term), pay or tender to Lessor, as shut-in royalty the amount of \$1.00 per net mineral acre. Lessee may, likewise, pay or tender to Lessor the same amount of shut-in royalty on or before each anniversary date of the end of such 90-day period and, as a result, the shut-in well shall be deemed to be producing gas in paying quantities during each additional year for which such payment is made or tendered.
5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling, reworking, dewatering or other similar operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if, within 90 days after the cessation of such production, Lessee commences operations for reworking the existing well from which production has ceased or for drilling new well, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith.
6. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
7. Lessee shall have the right to use, free of cost, gas, oil and water produced on the Premises for Lessee's operations thereon, except water from the wells of Lessor.
8. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth.
9. No well shall be drilled nearer than two hundred feet (200') to the house or barn now on the Premises without written consent of Lessor.
10. Lessee shall pay for damages caused by Lessee's operations to growing crops on the Premises.
11. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.
12. The rights of the Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of the Premises shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this Lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.
13. Each payment that is contemplated under this Lease shall be deemed to have been tendered to Lessor if Lessee deposits such payment in the US Mail, postage prepaid, addressed to Lessor at the address shown in the opening paragraph of this instrument. Lessee may rely upon such address unless and until Lessee receives written notice from Lessor amending the address, which notice must be sent to Lessee by Certified Mail with return receipt.



14. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Premises and as to any one or more of the formations thereunder, to pool or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. A unit may be formed pursuant to this paragraph either before or after operations thereon have been commenced. Production, drilling, reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this Lease shall be treated as if it were production, drilling, reworking operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive royalties on production from such unit only on the portion of such production allocated to this Lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the Unit bears to the total number of the surface acres in such Unit. In addition to the foregoing, Lessee shall have the right to unitize, pool or combine all or any part of the Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event that the Premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

15. All express or implied covenants of this Lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

16. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the Premises, insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited herein.

17. This instrument may be executed in any number of counterparts, each of which shall constitute an original executed instrument. Executed signature pages from one or more counterparts may be combined with another counterpart in order to form one complete executed original instrument for purposes of recording. Should any one or more of the parties named as Lessor herein fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this Lease, shall mean any one or more or all of the parties who execute this Lease as Lessor. All the provisions of this Lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

18. If during the term of this lease Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the lands or substances covered hereby, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, and of all pertinent terms and conditions of the offer, including any lease bonus offered. Lessee shall have a period of 30 days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this lease remains in effect any new lease from Lessor shall be subordinate to this lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written

LESSORS:

Max Dale Haas

Max Dale Haas

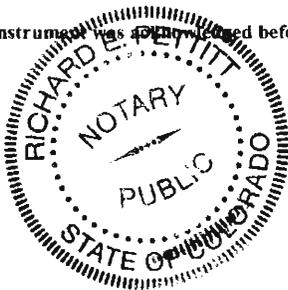
Delores K. Haas

Delores K. Haas

DeLores

STATE OF COLORADO
COUNTY OF Elbert

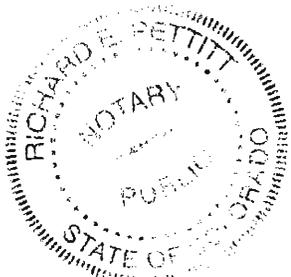
The foregoing instrument was acknowledged before me this 28th day October, by Max Dale Haas.



Richard E. Pettitt
Notary Public in and for the State of Colorado

STATE OF COLORADO
COUNTY OF Elbert

The foregoing instrument was acknowledged before me this 28th day October, by Delores K. Haas.



Richard E. Pettitt
Notary Public in and for the State of Colorado



EXHIBIT "A"

Township 7 North, Range 62 West of the, 6th P.M., Elbert County, Colorado

Section 20: SE4;

Section 28: W2E2, S2NW4, N2SW4; N2NW4

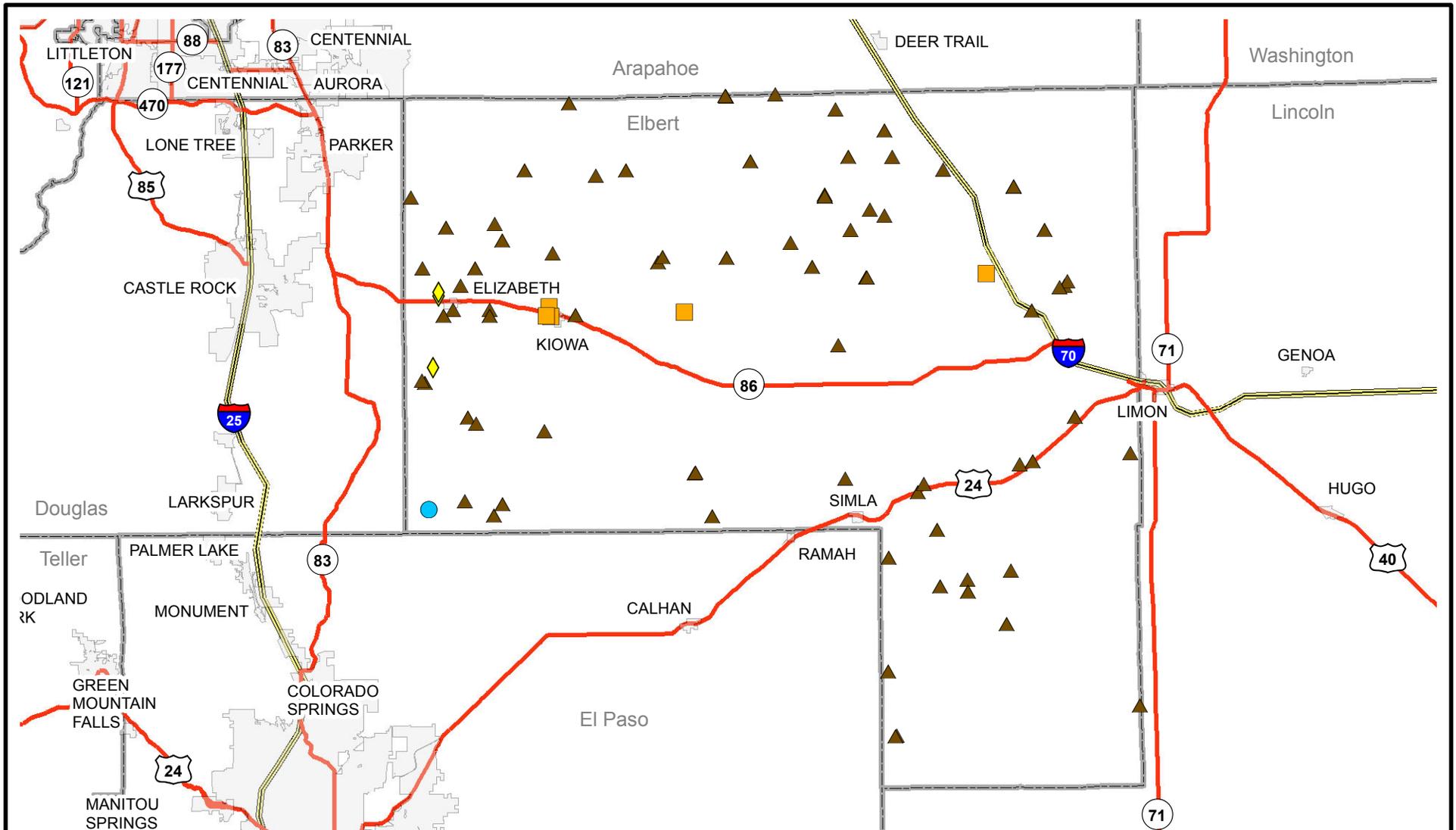
Section 29: W2/3S2NE4; NE4NE4; N2SE4, the Easterly 1/3 of the S2NE4; N2NE4; S2S2NE4 East of the road; that portion of S2S2W2NE4 described in B588 P808; that parcel described in Book 589, Page 224 in Sections 28 & 29; that parcel described in Book 563, Page 683 in Sections 28 & 29



5.0 COMPLIANCE WITH ELBERT COUNTY MASTER PLAN

See the attached map (Figure 1), adapted from the Elbert County Master Plan, which identifies no planned future use for the parcel under contention. Thus, oil and gas activities on this parcel will not disrupt Elbert County development plans.





LEGEND

MINERAL DATA

- CLAY
- ◆ GOLD
- MANGANESE
- ▲ SAND AND GRAVEL, CONSTRUCTION

- HIGHWAY
- INTERSTATE
- COUNTY
- + CITY



FIGURE 1
ELBERT COUNTY MASTER PLAN
ELBERT COUNTY, COLORADO



AGAVE OIL & GAS, LLC

6.0 CRISIS MANAGEMENT AND INCIDENT RESPONSE PLAN

See the attached *Fire/Emergency/Health and Safety Plan* prepared by Agave.



Agave Oil and Gas, LLC

FIRE/EMERGENCY/HEALTH AND SAFETY PLAN

Elbert County, Colorado

TABLE OF CONTENTS

- 1.0 Emergency Response Plan
- 2.0 Fire Protection Plan
- 3.0 Safe Work Rules/Practices
- 4.0 Personal Injury/First Aid Procedures

Appendix A COGCC Rule 606A

Agave Oil and Gas, LLC

IN CASE OF EMERGENCY PLEASE CONTACT:

Rick Henninger
Agave Oil and Gas, LLC
512 Main Street, Suite 600
Fort Worth, Texas 76102

24 Hour Emergency Contact
903-271-0656

Jim Holcomb
Agave Oil and Gas, LLC
512 Main Street, Suite 600
Fort Worth, Texas 76102

24 Hour Emergency Contact
817-946-6860

1.0 EMERGENCY RESPONSE PLAN

1.1 Communications

Efficient and reliable communication is one of the foundations of successful emergency response efforts. Standard telephone service (“landline”) is generally not available in the vicinity of the sites where Agave Oil and Gas, LLC “Agave” is pursuing well operation and drilling activity. Site communications will be provided via cellular telephone and/or satellite telephone, as appropriate to each location; although different equipment and systems are used for each method, both methods provide a communications path that interconnects with the public telephone network. However, these communications methods are generally not compatible with the nationwide 911 reporting system and will usually result in mis-routing of any emergency service requests that are initiated by a 911 call. Therefore, all requests for emergency services must be dialed to the appropriate Emergency Dispatch number.

All personnel working at field locations will be provided with a placard that includes the applicable Emergency Dispatch telephone numbers. Additionally the placard provides the numbers of federal, state, and county agency authorities as well as Agave. This placard shall generally be distributed at the time of contracting services or at the initial site safety briefing meeting.

Prior to commencement of work at each site, communications testing will be conducted to determine which communication method will be used at each site. During tests of the various methods, the appropriate Emergency Dispatch will be contacted to confirm the viability of the method; at the time of each test, the caller will advise the Emergency Dispatch operator that Agave is conducting a test of emergency communications.

This Fire/Emergency/Health and Safety Plan is designed to be straightforward and useable at the various types of Agave facilities. It is based on applicable established standards from the United States Forest Service (USFS); the Bureau of Land Management (BLM); Colorado Oil and Gas Conservation Commission (COGCC).

1.2 Emergency Reporting

During site construction and reclamation operations, Agave employees or contractors would generally be the party initiating any emergency response call.

During well drilling and completion operations, Agave will maintain an office at the well site. The communications equipment for emergency response will be located in Agave’s mobile office and will be accessible at all times. Emergency response calls may be initiated by Agave personnel or contractor personnel. A placard posted adjacent to the communications equipment will provide a format to use in communicating with the Emergency Dispatch and other parties requiring notification.

1.3 Emergency Response Personnel Orientation

Agave will ensure that each employee, subcontractor, or any other individual or company working on the project site is made familiar with the fire and emergency response procedures and the location and proper use of fire fighting and emergency response equipment in order to minimize the threat to human safety and the environment.

Orientation will be conducted after the construction of drilling pads and access and before mobilization of drilling equipment. Orientation will include a review of the access path, the general surrounding terrain, the intended equipment layout, and the planned location for fuels and other flammables and the planned locations and identification methods for any hazardous materials to be used on site.

Fundamental Rules

Personnel must:

1. Travel on designated roads.
2. Obey posted speed limits.
3. Stay in designated work areas
4. NOT enter exclusion zones.
5. NOT feed wildlife.
6. NOT bring firearms or other weapons to the work area nor hunt.
7. Use only those containers/locations designated for specific wastes.
8. Use proper handling of oils and hazardous waste.
9. Stop spill or fire, notify supervisor.
10. Recycle, and NOT litter.
11. NOT smoke in areas designated as “No Smoking.”
12. NOT dispose of any materials or perform activities that could generate hazardous waste.
13. Use sanitary facilities as provided.

2.0 FIRE PROTECTION PLAN

2.1 Fire Reporting

In consideration of the fact that most operations of Agave will be conducted in wildfire hazard areas, the importance of early fire reporting shall be emphasized to all personnel during safety orientation.

All fires, no matter how small, must be reported to the designated Agave site supervisor or engineer. Small fires which have already been extinguished while in the manageable stage should be reported to the immediate supervisor and the Agave site supervisor or engineer as soon as practical.

Small fires which are beyond control, or are expected to go beyond immediate control, should be reported immediately according to the procedures established for each work crew, such that a designated person will contact Emergency Dispatch while others attempt extinguishment or containment of the fire pending arrival of fire department personnel. In this process, all personnel known to be on the site must be accounted for as soon as possible and continuously throughout the event, with a priority placed upon preventing injury or fatality.

The person that contacts Emergency Dispatch will provide the following information:

- Site address
- Site name
- Type of fire (i.e., wildfire, fuel fire, electrical fire, etc.)
- Name of person reporting

If the fire is successfully extinguished before fire department personnel arrive at the site, then Emergency Dispatch should be advised of same.

In the event of a large and uncontrollable fire on the site, all site personnel shall evacuate the site to a predetermined upwind assembly area (preferably on the site access road or similar cleared area); all site personnel shall be accounted for prior to initiating any other action beyond notification of Emergency Dispatch.

2.2 Well Fires/ Blowouts & Explosions

COGCC Rule 327 Loss of Well Control – The operator shall take all reasonable precautions, in addition to fully complying with Rule 327 to prevent any oil, gas or water from blowing uncontrolled and shall take immediate steps and exercise due diligence to bring under control any such well, and shall report such occurrence to the Director as soon as practicable, but no later than twenty four (24) hours following the incident.

Agave will utilize only blowout preventer equipment (“BOPE”) approved by the COGCC and will conduct testing at startup and daily as required to insure the proper use and maintenance of the equipment.

In the extremely unlikely event of a well fire (a fire that includes a discharge of flammable gas and/or liquid from the well bore), emergency response personnel should not attempt to extinguish the fire, since special resources may be required to completely contain the fire and discharge and to prevent re-ignition. In these circumstances, the Agave site supervisor will determine if any fire containment or cooling flow efforts might be appropriate in the interim.

Elbert County Emergency Dispatch should be notified immediately of the incident and the type of response necessary as described in 2.1 above. An Agave employee or representative will be sent to the nearest county access road to lead the emergency response personnel to the site.

2.3 Wildfires

Wildfires in brush and grasslands are a potential event in the vicinity of Agave's operations. In the event of a wildfire sighting in the general vicinity of its operations, Agave personnel will notify Emergency Dispatch of the approximate fire location, unless it is obvious that fire department personnel have already responded to the event. If wildfire actually threatens the site of Agave operations, as determined by the Agave site supervisor or an order of the County Sheriff, operations at the site will be suspended and the site evacuated after the equipment and the wellbore are appropriately secured.

In the event of wildfire adjacent to the Agave site, all available site fire suppression equipment and materials and site personnel shall be immediately employed to contain and/or extinguish the fire, to the extent that this can be accomplished without risk of injury to site personnel.

2.4 Fire Prevention

USFS and Colorado Oil and Gas Conservation rules and regulations with respect to fire prevention are to be strictly followed and will be enforced on all Agave sites, access roads and other operations. In the event any fire restrictions are issued, they will be forwarded to the Operations Manager for distribution to the site locations.

Smoking and/or the possession of smoking materials shall be permitted on Agave sites only in areas specifically designated as a "Smoking Area". The entire site, other than designated smoking areas, shall be considered as a "NO SMOKING" area. Do not throw lit matches or cigarettes onto the ground – use an ashtray.

No material shall be disposed of by burning on Agave sites except with written authorization by the appropriate regulatory agency, specifying the date, location and circumstances where the burning is authorized.

In the extremely unlikely event of a well fire (a fire that includes a discharge of flammable gas and/or liquid from the wellbore) or explosion, all personnel will gather at a predetermined safe briefing area. A head count will be taken and all personnel will be accounted for. The situation will be accessed with immediate response and emergency calls as needed. An employee or other representative will be sent to the nearest county road access to keep unauthorized persons from entering the location and to direct emergency response personnel to the site. Emergency response personnel should not attempt to extinguish the fire since special resources may be required to completely contain the fire and discharge and to prevent re-ignition. In these circumstances, Agave's site supervisor will determine if any fire containment or flow cooling efforts might be appropriate in the interim.

Gas and water pipelines are not normally associated with new well drilling or completion operations. Pipelines may or may not be built afterwards. In the event that these pipelines are in the immediate area, the location and operation of block valves and shut-in procedures will be made available to appropriate personnel. If warranted, these lines will be shut-in and depressurized prior to and during operations.

Hydrogen Sulfide gas (H₂S), also known as "sour gas", is not known to exist in this geographic area nor in any of the formations that will be encountered in this wellbore. Contingency planning for drilling in sour gas areas and formations is very specific and requires specialized training, certification, equipment and programs and does not apply to operations in this area.

Agave will maintain first aid kits in its vehicles and site offices. Contractors will maintain first aid kits in their vehicles and site facilities appropriate to their operations and in conformance with their internal policies. Site personnel with current training in first aid will be identified as such by hard hat markings or other means.

Exhaust systems of vehicles shall be complete, generally as originally manufactured and in proper working condition, intact without leaks or cracks. All catalytic converters shall be regularly inspected to assure that they are free of any accumulated silt, mud or debris.

Vehicles shall be parked only in designated areas that are completely clear of vegetation. Do not park your vehicle in tall vegetation.

All portable gasoline-powered equipment and tools must have approved spark arrestors. Be sure you place hot equipment on non-flammable material like rocks or dirt; the high temperature of your saw can ignite a fire even in green vegetation.

Fireworks are prohibited on public land. The flames, sparks, and high temperatures involved with fireworks can easily ignite vegetation and start a wildfire. Leave the fireworks at home.

Hazardous Spills: All hazardous materials (reactive, flammable, corrosive and toxic) will be clearly labeled and stored in appropriate containers and within secondary containment. In the event fuel or lubricants are spilled, absorbent materials will be kept on location for immediate clean up. Service company vehicles carrying hazardous materials and performing work on the location, set secondary containment and provide absorbent materials for the immediate cleaning of such materials in the event of an accident or spill. Disposal of any such materials will be in compliance with COGCC Rules and Regulations as well as Federal and local requirements. Should spills or releases occur, they will be reported per COGCC Rules and Regulations 337 and 906 and to the USFS and BLM if applicable or as otherwise required.

2.5 Welding Requirements

On all Agave sites, welding operations (defined as any use of electric arc or hydrocarbon fuel for welding, cutting, heating or forging, and including grinding) will be considered “hot work” when any of the following conditions exist:

1. Welding within 50 ft. of fuel or flammables storage.
2. Welding at an elevation exceeding 15 ft. above grade.
3. Winds exceed 20 mph.
4. Welding within 30 feet of vegetation or other combustibles.
5. Welding within 75 ft. of wellbore or process equipment.

All hot work shall be carried out with a dedicated fire watch person and with fire extinguishers and water at hand. The dedicated fire watch shall be assigned continuously to the monitoring of the hot work until such time as all surfaces have cooled sufficiently to allow touching by the bare hand. All hot work shall also require a hot work permit issued by the responsible Agave supervisor, specifying the date, location and circumstances of the permitted work and any special safety requirements.

Any welding on Agave sites shall also require that a fire suppression rig (as described in the Fire Suppression Equipment section) be on site, within hose reach of the hot work and ready for operation.

Carbon arc-compressed air gouging operations will not be permitted on Agave sites, due to the extreme distance that sparks travel from this process.

2.6 Flaring

- 1) All natural gas flaring, if necessary, will be through a steel flowline into an earthen pit located at least 100' from the well head and from all flammable materials. The flowline will enter the pit at a depth of 2-3' below the surface of the drillpad. The pit will be constructed such that there will be an earthen berm and/or cut slope located on the downstream side of the pit. For production test flaring, a flare stack may be used.
- 2) Operators shall **notify the local emergency dispatch, the local government designee, and the local COGCC field inspector** of any natural gas flaring. Notice shall be given **prior** to flaring when flaring can be reasonably anticipated, or as soon as possible, but in no event more than two (2) hours after the flaring occurs. All flaring shall be continuously monitored by personnel onsite.

2.7 Fire Suppression Equipment

During all drilling, completion and well-testing operations, Agave will maintain dedicated fire suppression equipment on site, including the following:

- 1) Portable fire extinguishers, minimum of two (2) 20 lb. dry chemical.
- 2) Sand and water buckets, filled and ready for use.
- 3) Backpack water pumps and hand tools
- 4) Foam mixers, foam applicators, and foam concentrate

The above complement of fire suppression equipment should be available on the site effective with the arrival of the first rig package.

In the event of elevated fire dangers, Agave will provide an additional water storage tank at site. This tank would have a maximum capacity of 300 to 400 barrels; the quantity of water stored would vary with the site and the current conditions.

All Agave's trucks and contractor trucks will carry the following minimum fire suppression equipment:

- 1) Dry chemical extinguisher, 5 lb.
- 2) One shovel
- 3) Gloves and goggles

2.8 Flammables Handling and Storage

Flammable fuel or other flammable liquids, in quantities greater than 10 gallons (and other than that in the inbuilt tanks of vehicles and mobile equipment), will be stored in an area, marked as a Fuel Storage area, and surrounded by an area cleared of all vegetation and other combustible substances for a radius of 30 feet. Other flammable and combustible liquids may be stored in the Fuel Storage area, as long as they are properly identified. No oxidizers may be stored within 50 ft. of the Fuel Storage area. A berm will be constructed around the fuel storage area, sufficient to contain the total volume +10% of fuel in the event of a spill.

Fueling of portable equipment shall be only via portable metal fuel cans with safety spouts, not exceeding 5 gallons capacity, approved per 29 CFR 1910.106(a)(35). A maximum of three of these portable fuel cans may be carried on any vehicle or unit of mobile equipment; the metal fuel cans must be adequately secured in the open bed of the vehicle or in a suitable vented toolbox or storage compartment. When not being used to fuel portable equipment, the fuel cans will be re-secured on board the carrying vehicle or returned to a designated Fuel Storage area.

2.9 Personnel Training

All site personnel shall be trained in the proper use of portable fire extinguishers. Selected personnel will also be trained in the proper use of the other fire suppression equipment.

2.10 Access Road and Drill Site Construction

During the construction of site access roads, pipelines and drill sites, fire protection procedures and fire suppression equipment shall be maintained on site appropriate to the conditions of the surrounding vegetation. Generally, the requirements for site construction will be the same as for drilling, completion and testing operations.

Approximately 30 ft. of defensible space will be prepared around the perimeter of the well site, consisting of either cleared ground and/or low-lying, fire resistant grasses, as determined by the surface land owner or surface management authority.

2.11 Hydrocarbons Storage

Should any liquid hydrocarbons be produced during well testing operations, those liquids will be accumulated in a tank that would be located at least 75 ft. from the wellbore and 75 ft. from any source of ignition. The tank would be provided with secondary containment. The liquid hydrocarbons produced during testing would be transported off site by tank truck.

If temporary fuel storage becomes necessary, a berm will be constructed around the fuel storage area sufficient to contain the total volume of fuel in the event of a spill.

3.0 SAFE WORK RULES/PRACTICES

Good Neighbors

We want to be good neighbors. Be sensitive to community issues such as noise, traffic, and exhaust fumes. Pleasant behavior toward all, both on and off the job site, is expected.

Wildlife

All wildlife is to be left alone. Do NOT feed or hunt animals. Do not go into Protected Area Exclusion Zone.

3.1 Environmental Protection

Many common substances like gasoline, diesel fuel, lubricants, paints, and cleaners contain hazardous materials. Handling these substances responsibly is important for environmental protection and the health and safety of you, your co-workers, and community.

1. All hazardous materials (reactive, flammable, corrosive and toxic) are to be clearly labeled.
2. Know which materials are hazardous. If you have any questions, ask your supervisor.
3. Read the label instructions on storage, handling and disposal of hazardous materials you may encounter. Comply with all the instructions. Find out where the designated storage areas are for containers that are in use and for containers being held for safe disposal. Obey all security and inventory control requirements.
4. All hazardous material shall be placed in secondary containment to avoid spills.
5. No smoking signs shall be placed near drums of flammable materials.
6. Smoking, welding, and open flames are prohibited near a vehicle that is being refueled. Refueling may only occur in designated areas. The operator of the vehicle must remain with the vehicle during the refueling operation.
7. Do not transfer hazardous materials or soils from one container to another near open water. This includes fueling of vehicles.
8. Safety Data Sheets (SDS) are to be made available through the Agave supervisory personnel and on-site.

3.2 General

1. All employees shall follow safety rules and immediately report all unsafe conditions or practices to his/her supervisor.
2. When in doubt, ask the supervisor the safe way to do a job.
3. Ignorance of safety rules and practices is no excuse for violation.
4. Help new or inexperienced employees by pointing out potential hazards.
5. Employees are to be alert and immediately report any deficiency in the way of defective tools, equipment, guards, or protective devices to the supervisor.
6. Careful investigation as to possible danger to other persons is necessary before beginning any operation.
7. Operate only the equipment you are trained and authorized to use.
8. Warning, prohibition, and command signs shall not be removed or changed.
9. Before doing any climbing, inspect the soles of your shoes and clean them of any slippery substances such as mud or oil.

3.3 Housekeeping

1. Work areas are to be kept free of all debris and waste material.
2. Pieces of lumber with protruding nails are to be promptly piled out of the way and the nails withdrawn or bent over.
3. All scrap is to be removed and deposited in proper containers. Keep all materials stacked neatly.
4. All tools and other equipment are to be returned to their proper place after use.
5. Special attention is to be given to the removal and disposal of oily rags and any container that may have flammable liquids.
6. Eliminate slipping or falling hazards caused by oil and liquid spills by immediately wiping up or spreading an absorbing material on the area.
7. Walkways must be kept clear of welding cords, power cords, hoses, small tools, and equipment.
8. Welding rods and stubs are to be removed from the ground or pad.
9. Sanitary facilities must be kept clean. Place lunch bags, paper, drinking cups, and other refuse in containers provided for their disposal.

3.4 Solid Waste Management

Proper handling of wastes is essential:

1. Recycling
2. Many items can be recycled. Separate drums will be set up to collect such items for recycling; these include glass, cardboard/paper products, metallic items, plastic and wood scraps.
3. Waste oil can be recycled. Oil from various activities should be collected and containerized in drums. All drums should be labeled, "Used Oil." Assure that proper documentations of recycling is careful and accurate.
4. Food Wastes
5. Good sanitary procedures must be adhered to throughout the duration of the job. Employees will have a designated area for all meals.
6. Proper disposal of food trash is important. It serves to protect the workers and community from disease. It is a good housekeeping measure not to litter the area. It protects wildlife from attraction to food.
7. Other Material
 - a) Materials that cannot be recycled must be disposed of in a proper manner. This includes land filling or hazardous waste disposal via an authorized vendor.

3.5 Personal Protection

1. *Authorized hard hats and safety glasses shall be worn by all employees and authorized visitors at all locations on the site.*
2. Proper work shoes or boots, in good repair, shall be worn on the jobsite. Leather work boots or work shoes with a heavy sole shall be worn by employees at all times while on the job site. Any other type of shoe (i.e., athletic shoes, deck shoes, sandals, etc.) is improper.
3. Loose or frayed clothing, shirt tails, sleeves, etc., shall not be worn when working around moving machinery or other sources of entanglement. Long hair must be secured under a hard hat, enclosed in a hair net or some other similar device.
4. Approved ear protection shall be worn when required.
5. Gloves shall be worn when engaged in activities where danger of hand injury exists.

6. Compressed air is not to be used for blowing dust from body parts or clothing. Never point an open air hose at another person(s).
7. Use safety belts and life lines when working from high places.
8. Ground holes shall be roped off or covered.
9. Gasoline shall not be used for cleaning purposes.

3.6 Material Handling

1. When lifting, use the large muscles of your legs rather than the small muscles of your back. Take a firm grip, secure a good footing, place the feet a comfortable distance apart, keep the load close, keep your back straight, bend your knees, and lift with your legs. If the load is too heavy, get help.
2. Never use defective ropes, chains, or slings. Make sure all loads are centered and use care when removing the rope, chain, or sling.
3. Don't stand or walk under loads. Areas under suspended loads must be roped off and danger signs posted.
4. Lifting of personnel by a crane is prohibited, unless done by means of a crane basket with safety belt or harness.
5. Only one signalman is allowed to signal a load at a time.
6. Chokers, when not in use, shall be kept on a rack or a suitable storage place. Damaged chokers shall be removed from service and destroyed.

3.7 Transportation

1. The maximum speed on the work site is 10 miles per hour.
2. Employees are not allowed to ride on running boards, fenders, side rails, tailgates, or tops of vehicles; extend legs over the side of a truck bed; or stand up in the bed of a truck while the vehicle is in motion.
3. All vehicles parked within the jobsite must be left unlocked with the ignition key in place.

3.8 Electrical

1. Electrical work shall only be undertaken by persons familiar with the requirements and qualified for the work to be performed.
2. All equipment shall be de-energized prior to any work being done. De-energizing and repairs shall be made only by qualified personnel.
3. Metal ladders shall NOT be used for energized electrical work or where they may contact electrical conductors.
4. Don't carry material on your shoulders while working around energized equipment.
5. For safety, handle all wires at all times as though they were energized.

3.9 Welding

1. Only experienced persons are allowed to do welding and cutting.
2. Welding or cutting should not be done on drums, barrels, tanks, or other containers, unless they have been purged and are free of all explosive gases.
3. Do not weld in confined spaces. Make sure there is plenty of fresh air.
4. Wear proper eye and face protection when welding and make sure your helper is properly protected also.

3.10 Ladders and Scaffolds

1. Ladders are not to be placed on unstable objects, such as boxes, loose lumber, etc., and do not place them at blind corners or doorways.
2. Ladders are to be securely fastened, anchored, or tied off with ropes when being used.
3. Metal ladders are NOT to be used around electrical nor while working on or near electrical equipment.
4. Face the ladder when going up or down and use both hands.
5. Inspect any scaffolding or ladders on which you are to work and make certain they are safe. Broken or deficient scaffolds or ladders are to be withdrawn from service and tagged "DO NOT USE" until repaired.
6. Suitable handrails for personnel shall be on all scaffolds and platforms. Guardrails and toe boards shall be installed on all open sides and ends.

3.11 Hand Tools

1. All electrical equipment must be properly grounded and inspected periodically,
2. All hand-held power tools such as drills, grinders, etc., shall be equipped with a trigger-type, dead-man switch and not an "on-off" switch.
3. Do not use electrical cords for lifting tools or materials and inspect them regularly.
4. Do not use defective tools. Report them to your supervisor.
5. Do not leave tools lying in elevated places or walkways.
6. Do not throw tools or another other materials from high places. Use a rope or tool bag to raise and lower these items.

3.12 Equipment and Machinery

1. Only trained, experienced people are allowed to operate power equipment.
2. Do not operate unsafe equipment. Repairs or defects are to be reported immediately to the supervisor.

4.0 PERSONNEL INJURY/FIRST AID PROCEDURES

Agave will maintain appropriate first aid kits in its vehicles and site offices, including a current edition of the American Red Cross First Aid and Safety Handbook.

Agave contractors will maintain first aid kits in their vehicles and site facilities appropriate to their operations and in conformance with their own internal policies.

Site personnel with current training in first aid will be identified as such by hard hat markings or other means.

The following Personnel Injury/First Aid Procedures contain general suggestions/information. In the event of a serious injury or illness, consult a physician immediately!

4.1 Head Injuries – First Aid

1. Obtain medical assistance as quickly as possible. Call for an ambulance equipped with oxygen and medical assistance.
2. Continuously maintain an open airway.
3. Keep the victim lying down.
4. Treat for shock (refer to Section 4.15, “Mouth-to-Mouth Resuscitation and CPR”).
5. If there is no evidence of neck injury and the victim is unconscious, place a small pillow or a pillow substitute (e.g., rolled-up blanket or overcoat) under shoulders and head.
6. Turn head toward the side so that saliva and secretions may exit from the corner of the mouth.
7. Never position the victim so that the head is lower than the rest of the body.
8. Remove the pillow if mouth-to-mouth resuscitation is used.
9. Give particular attention to ensuring an open airway. Administer mouth-to-mouth resuscitation when necessary. Refer to Section 4.15.
10. Control hemorrhage (bleeding).
11. Do not give the victim fluids by mouth.
12. If a scalp wound is present, apply a large dressing over the injury and bandage it in place with a full head bandage.
13. Record the extent and duration of unconsciousness.

4.2 Back Injuries – First Aid

1. Obtain medical assistance as quickly as possible.
2. Do not move the victim until an ambulance arrives. If the victim requires mouth-to-mouth resuscitation, the victim should be turned onto his/her back as a unit, protecting the neck and back before beginning CPR. Refer to Section 4.15.

4.3 Bone and Joint Injuries – First Aid

1. Obtain medical assistance as quickly as possible.
2. Maintain an open airway and apply mouth-to-mouth resuscitation as necessary. Refer to Section 4.15.
3. Prevent motion of injured parts and adjacent joints.
4. Elevate involved extremities (if possible) without disturbing the suspected fracture.
5. Apply splints prior to moving the victim unless life is in immediate danger.

4.4 Burns

1. FIRST DEGREE BURNS

Signs and symptoms:

- Redness or discoloration
- Mild swelling and pain
- Rapid healing

First aid:

The objective of first aid for burns is to relieve pain, prevent infection, and treat for shock. Usually, medical treatment is not required.

- Use the burn pack supplies as needed. If additional supplies are required, apply cold water applications or submerge the burned area in cold water from, first, the bottled water supply and then, second, from the non-potable water supply in the restrooms.
- Apply a dry dressing if necessary.

2. SECOND DEGREE BURNS

Signs and symptoms

- Greater depth than first-degree burns
- Red or mottled appearance
- Development of blisters
- Considerable swelling over a period of several days
- Wet appearance of the surface of the skin due to the loss of plasma through the damaged layers of skin

• First aid:

1. Do not remove adhered particles of charred clothing.
2. Cover burns with thick, sterile dressing that may be found in burn packs or a freshly laundered sheet or other household linen.
3. If the hands are involved, keep them above the level of the victim's heart.
4. Keep burned feet or legs elevated. (The victim should not be allowed to walk.)
5. Have victims with face burns sit up or prop them up and keep them under continuous observation for breathing difficulty. If respiration problems develop, an open airway must be maintained.
6. Do not immerse an extensive burned area or apply ice water to it; cold may intensify the shock reaction.
7. Arrange transportation to the hospital as quickly as possible. Call 911 for an ambulance.
8. If medical help or trained ambulance personnel will not reach the scene for an hour or more and the victim is conscious and not vomiting, give him a weak solution of salt and soda onsite and enroute: 1 level teaspoon of salt and ½ level teaspoon of baking soda to a quart of water, neither hot nor cold. Allow the victim to sip slowly. Give about 4 ounces (a half glass) over a period of 15 minutes. Discontinue fluid if vomiting occurs.
9. If medical help will not be available within an hour or more, fluids may be given if not otherwise contra-indicated. Do not give alcohol.

10. Do not apply ointment, commercial preparations, grease, or other home remedy. (Such substances may cause further complications and interfere with treatment by the physician.)

4.5 Chemical Burns of the Skin – First Aid

1. Wash away the chemical with large amounts of water, using a shower or hose, if available, as quickly as possible and for at least 15 minutes. Remove the victim's clothing from the burned areas involved.
2. If first aid directions for burns caused by specific chemicals (SDS's) are available, follow these directions after the initial flushing with water.
3. Apply a dressing bandage and get medical help.

4.6 Chemical Burns of the Eye – First Aid

Acid Burns – First Aid

1. First aid for acid burns of the eye should begin as quickly as possible by thoroughly washing the face, eyelids, and eye for at least 15 minutes. If the victim is lying down, turn his head to the side, hold the eyelids open, and pour water from the inner corner of the eye outward. Make sure the chemical does not wash into the other eye.
2. If a *weak soda solution (1 teaspoon of baking soda added to 1 quart of water)* can be made quickly, use the solution after first washing the eye with tap water.
3. Cover the eye with a dry, clean, protective dressing (*do not use cotton*) and bandage in place.
4. Caution the victim against rubbing his eye.
5. Get medical help immediately (preferably from an eye specialist).

4.7 Alkali Burns of the Eye – First Aid

1. Flood the eye thoroughly with water for 15 minutes.
2. If the victim is lying down, turn his head to the side. Hold the lids open and pour the water from the inner corner outward.
3. Remove any loose particles of dry chemicals floating in the eye, by lifting them off gently with sterile gauze or a clean handkerchief.
4. Seek immediately medical aid. Call the appropriate Emergency Dispatch for an ambulance and medical assistance.

4.8 Heat Stroke

1. Signs and symptoms:
 - Body temperature is high (maybe 106°F or higher).
 - The skin is characteristically hot, red, and dry. The sweating mechanism is blocked.
 - The pulse is rapid and strong.
 - The victim may be unconscious.
- First aid:
 1. First aid should be directed toward immediate measures to cool the body quickly. Take care, however, to prevent over-chilling of the victim once his temperature is reduced below 102°F.
 2. The following first aid measures are applicable whenever the body temperature reaches 105°F:

3. Remove victim to a cool, shaded area.
4. Undress the victim and, using a small bath towel to maintain modesty, repeatedly sponge the bare skin with cool water or rubbing alcohol; or apply cold packs continuously; or place victim in a tub of cold water (*do not add ice*) until his temperature is lowered sufficiently. When the victim's temperature has been reduced enough, dry him off.
5. Use fans or air conditioners, if available, because drafts will promote cooling.

4.9 Heat Exhaustion

1. Signs and symptoms:
 - Approximately normal body temperature.
 - Pale and clammy skin.
 - Profuse perspiration.
 - Tiredness, weakness.
 - Headache, perhaps cramps.
 - Nausea – dizziness (possible vomiting).
 - Possible fainting (but the victim will probably regain consciousness as his head is lowered).
- First aid:
 1. Give the victim sips of salt water (1 teaspoon of salt per glass, half a glass every 15 minutes) over a period of 1 hour.
 2. Have the victim lie down and raise his feet from 8 to 12 inches.
 3. Loosen the victim's clothing.
 4. Apply, cool, wet cloths, and fan the victim or move him to an air-conditioned room.
 5. If the victim vomits, do not give him any more fluids. Take the victim as soon as possible to a hospital, where an intravenous salt solution can be given.
 6. After an attack of heat exhaustion, see that the victim is protected from exposure to abnormally warm temperatures.

4.10 Snake Bites

1. Signs and symptoms:
 - Extremely painful.
 - Characterized by rapid swelling.
 - Identified by one or more puncture wounds created by the fangs.
 - Usually marked with general discoloration of the skin.
 - General weakness.
 - Rapid pulse.
 - Nausea and vomiting.
 - Shortness of breath.
 - Dimness of vision.
 - Shock.
- First aid:

The most important step is to get the snake-bite victim to the hospital quickly. Meanwhile, take the following first aid measures:

1. Calm and reassure the patient. Place the patient on his back and explain that staying quiet will decrease the spread of any venom through the system.
2. Locate the bite area; clean it gently with soap and water or a mild antiseptic.
3. Wrap soft rubber tubes about the extremity above and below the fang marks and tighten them just enough to stop the venom from circulating (a venous tourniquet). The pulse in the extremity should not disappear.
4. The purpose of this maneuver is to limit the spread of the venom throughout the veins of the extremity.
5. Immobilize the extremity with a splint.
6. Monitor the vital signs: blood pressure, pulse, and respiration.
7. If there are any signs of shock, place the patient in the shock position and give oxygen.
8. If the snake has been killed, which is often the case, bring it with you. Identification of the offending snake is extremely important in administering the correct anti-venom.
9. Transport the patient promptly to the hospital. Notify the hospital that you are bringing in a snake-bite patient and, if possible, describe the snake.
10. Be alert for vomiting. Patients may often do so from anxiety rather than from the effects of the toxin itself.
11. Do not give anything by mouth, especially alcohol.
12. In the relatively rare instance of the bite occurring on the trunk rather than on the extremity, it will be impossible to use tourniquets and splinting. Keep the patient on his back and as quiet as possible and transport as quickly as possible.

If the patient shows early signs of a poisonous snake bite, basic life support should be provided as needed, a sterile dressing should be placed over the suspected bite area, venous constricting bands should be put above and below the bite, and the patient should be immobilized. The same procedure applies for the patient who shows early signs of a poisonous snake bite but who can be delivered to the hospital in less than 30 minutes.

Several other factors must be considered in cases of snake bite:

- **Shock** – Keep the victim lying down and comfortable and maintain his body temperature.
- **Breathing and heartbeat** – If breathing stops, give mouth-to-mouth resuscitation. If breathing stops and there is no pulse, perform cardiopulmonary resuscitation (CPR) if you have been trained to do so. Refer to Section 4.15.
- **Identifying the snake** – If you can kill the snake without risk or delay, bring it to the hospital for identification, but exercise extreme caution in handling the snake.
- **Cleaning the bitten area** – You may wash the bitten area with soap and water and blot it dry with sterile gauze. You may apply dressings and bandages but only for a short period of time.
-

It is not recommended that cold compresses, ice, dry ice, chemical ice packs, spray refrigerants, or other methods of cold therapy be used in the first aid treatment of snake bites.

4.11 Insect Bites – First Aid

1. Minor bites and stings.
 - Cold applications.
 - Soothing lotions, such as calamine.

2. Severe reactions
 - Give artificial respiration if required.
 - Apply a constricting band above the injection site on the victim's arm or leg (between the site and the heart). Do not apply tightly. You should be able to slip your index finger under the band when it is in place.
 - Keep the affected part down, below the level of the victim's heart.
 - If medical care is readily available, leave the band in place; otherwise, remove it after 30 minutes.
 - Apply ice contained in a towel or plastic bag, or cold cloths, to the site of the sting or bite.
 - Give pain relievers such as aspirin for pain.
 - If the victim has a history of allergic reaction to insect bites or is subject to attacks of hay fever or asthma or if he is not promptly relieved of symptoms, call physician or take the victim immediately to the nearest location where medical treatment is available. In a highly sensitive person, do not wait for symptoms to appear since delay can be fatal.
 - In the case of a bee sting, remove and discard the stinger and venom sac.

4.12 Scorpion Stings

1. Signs and symptoms: Similar to snake bites, Part 4.10.
 - First aid:
The most important step is to get the victim to the hospital quickly. Meanwhile, take the following first aid measures:
 - Give artificial respiration if needed. Keep the victim from moving around.
 - Keep the victim as calm as possible and preferably in a prone position.
 - Immobilize the affected extremity and keep it at or below heart level.
 - Apply a constricting band above the wound between the wound and the heart. Do not apply tightly. You should be able to slip your finger under the band when it is in place.
 - Apply ice contained in a towel or plastic bag, or cold cloths, to the site of the sting to slow the movement of venom.

4.13 Traumatic Shock

1. Signs and symptoms:
 - Pale or bluish, cold skin (sometimes clammy).
 - Weakness.
 - Rapid, faint pulse.
 - Faint, rapid breathing.
 - Restlessness (due to lack of oxygen).
 - Nausea and vomiting.

2. Advanced symptoms:
 - Unresponsiveness.
 - Dilated pupils.
 - Loss of consciousness.

First aid:

1. Keep person lying down.
2. Maintain normal body temperature. Do not add extra heat, just prevent chilling.
3. Elevate feet to improve circulation, unless:
4. Injury to back or neck is suspected: ***do not move victim.***
5. Unconscious and/or vomiting. Roll victim on side to allow for drainage of fluids.
6. Suspected head injury. Prop victim up by neck and shoulders.
7. Administer fluids by mouth only if:
8. Medical care will be delayed by more than one hour and it is not contra-indicated by vomiting, unconsciousness, convulsions, or the likelihood of surgery.
9. If giving liquids, provide only 4 ounces of tepid water every 15 minutes, preferably with 1 teaspoon of salt or ½ teaspoon of baking soda per quart of water.
10. Reassure victim to keep him calm.

4.14 Electric Shock

1. General

- Do not attempt to move a victim of electric shock until the source of electricity has been removed from the victim.
- If the source cannot be moved, push the victim away with a long, dry, wooden board.

First aid:

1. Call for an ambulance or medical assistance as quickly as possible.
2. Check for breathing and pulse.
3. Administer CPR, if you have been trained to do so, when appropriate. Refer to Section 4.15.
4. Keep the victim lying down.
5. Maintain normal body temperature.
6. Treat burns (same as thermal burns).
- 7.

4.15 Mouth-to-Mouth Resuscitation and CPR

The following section describes several techniques utilized in administering mouth-to-mouth resuscitation and CPR and is not intended to substitute for a certified first air/CPR course.

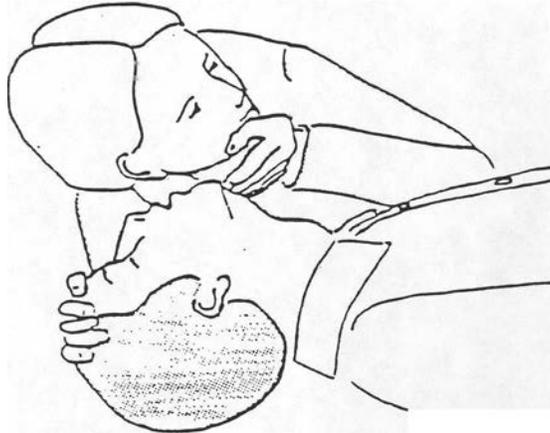
DO NOT ATTEMPT TO ADMINISTER CPR IF YOU HAVE NOT BEEN TRAINED TO DO SO!

MOUTH-TO-MOUTH RESUSCITATION

The Airway Step

1. The first step is to immediately determine whether the unconscious victim is breathing.
2. Tap or gently shake the shoulder and shout, “Are you OK?” Position the victim. Turn onto back as a unit, if necessary, supporting head and neck.

3. Tip the head back while lifting the chin to open the airway and check for breathing for five seconds.
4. Look, listen and feel for breathing.



Breathing

If the person is not breathing, give 2 full breaths. Pinch nose, take a deep breath, and cover victim's mouth with your mouth. Make a tight seal. Breathe into victim's mouth 2 times with complete refilling of your lungs after each breath. Watch for victim's chest to rise. If you cannot give breaths, begin obstructed airway first aid.



1. After the 2 full breaths, check for a pulse and breathing.
2. Check pulse on the side of the neck, while maintaining head tilt.

If the person is not breathing, but *has* a pulse, continue mouth-to-mouth breathing.

1. Be sure head is still tipped.
2. Pinch nose shut.

3. Take a deep breath and make a tight seal over victim's mouth.
4. Do steps once every 5 seconds.

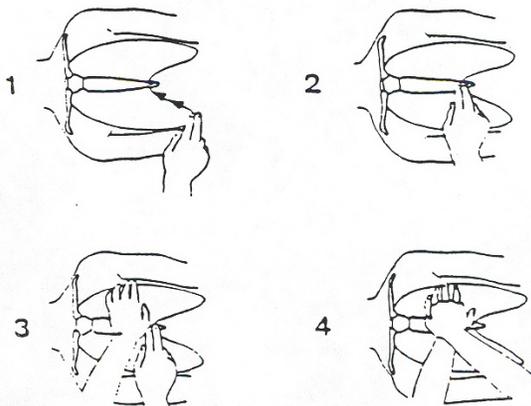
If the person is not breathing and *does not have a pulse*, administer CPR ***IF YOU HAVE BEEN TRAINED TO DO SO.***

CPR

CPR is the combination of mouth-to-mouth breathing and chest compressions. The following discussion outlines the techniques used in one-rescuer and two-rescuer CPR.

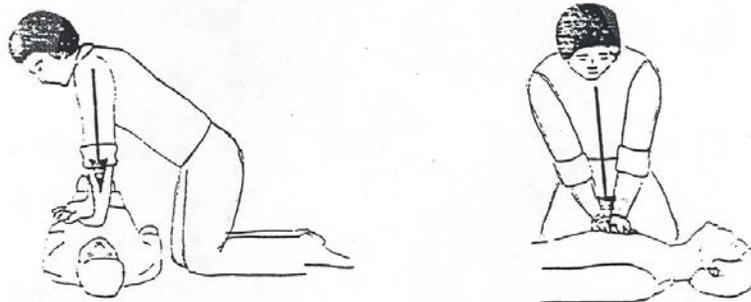
Finding Where to Give Chest Compressions

Trace 2 fingers along the victim's rib cage to the center of the chest. Keep your fingers on the notch and place the heel of your other hand on the sternum next to your fingers.



How to Give Compressions

Put your other hand on top, lift fingers off chest. Push straight down with your elbows straight and shoulders over your hands. Do not rock back and forth. Compress the chest 1-1/2 to 2 inches.



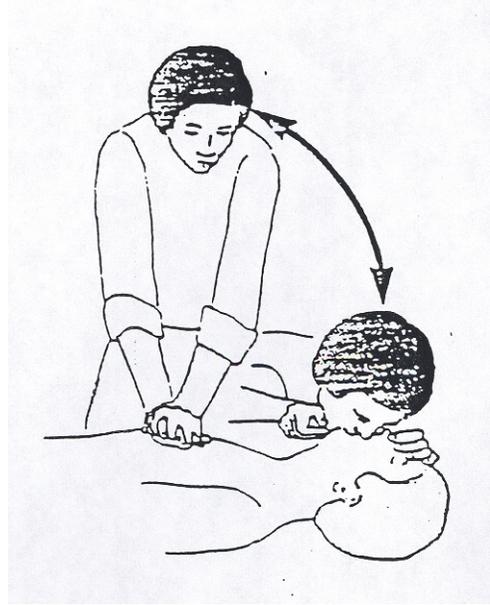
Compress at the rate of 80-100 compressions per minute. Count out loud, "one and, two and, etc."

One Rescuer CPR

Start CPR immediately after determining there is no pulse (check for 5 seconds). Give 15 compressions at the rate specified above and then 2 quick, full breaths. After one minute check for a pulse and breathing again.

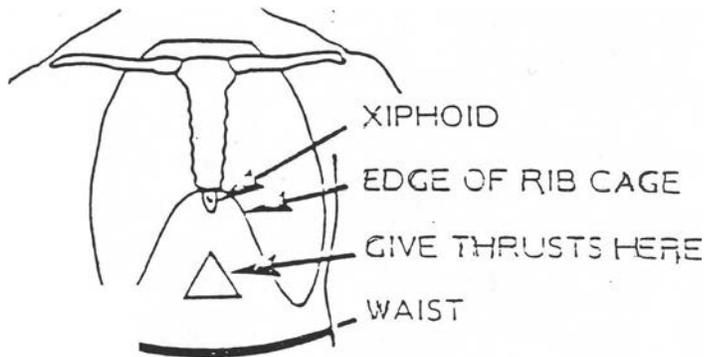
If still not breathing, but there is a pulse, administer mouth-to-mouth breathing (giving one breath every 5 seconds) and **DO NOT GIVE CHEST COMPRESSIONS**.

Remember: *If the pulse returns, discontinue chest compressions.*

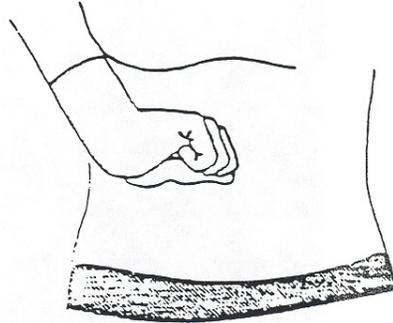
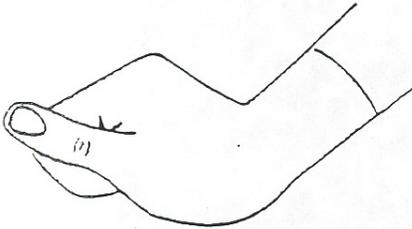
**OBSTRUCTED AIRWAY FIRST AID****Conscious Victim**

If the person can speak or is coughing, watch them carefully but do not try to remove an object from the airway. Encourage the victim to cough – this is more effective than anything you can do.

If someone is choking and cannot breathe, cough, or speak, their airway is probably blocked. Give abdominal thrusts in the midline of the abdomen, between the waist and the bottom edge of the rib cage.



To give thrusts, put the side of your fist against the midline of the abdomen.



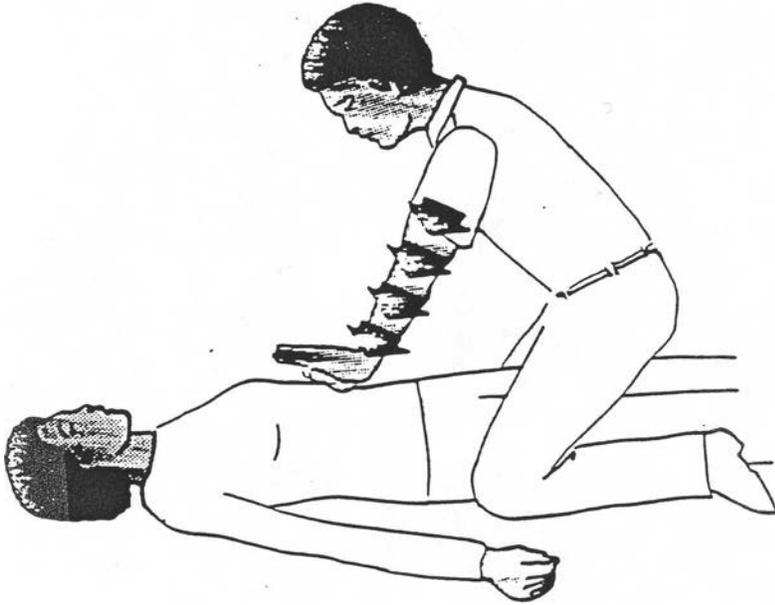
Grasp your fist with your other hand and press into victim's abdomen with a *quick, inward and upward* thrust. Repeat four times if needed.



Unconscious Victim

If, after doing the Airway Step, you determine that the victim is not breathing and when giving 4 breaths in the Quick Step, you see that the air is *not* going into the lungs, re-tip the head and try again. If you still cannot inflate the lungs, give the person abdominal thrusts.

Put the heel of one hand on the victim's midline at the abdomen, slightly above the navel and well below the top of xiphoid (see Conscious Victim discussion), then put your other hand on top of the first. Press inward and upward with 6-10 quick thrusts.



Look and see if you have dislodged the object, sweep deeply into the mouth along cheek with hooked finger and try again to inflate the lungs.



If the airway remains obstructed, continue the following sequence rapidly:

1. Abdominal thrusts
2. Finger sweep

Appendix A
COGCC Rules Section 600

606A. FIRE PREVENTION AND PROTECTION

- a) Gasoline-fueled engines shall be shut down during fueling operations if the fuel tank is an integral part of the engine.
- b) Handling, connecting and transfer operations involving liquefied petroleum gas (LPG) shall conform to the requirements of the State Oil Inspector.
- c) Flammable liquids storage areas within any building or shed shall:
 - 1. Be adequately vented to the outside air;
 - 2. Have two (2) unobstructed exits leading from the building in different directions if the building is in excess of five hundred (500) square feet.
 - 3. Be maintained with due regard to fire potential with respect to housekeeping and materials storage;
 - 4. Be identified as a hazard and appropriate warning signs posted;
- d) Flammable liquids shall not be stored within fifty (50) feet of the wellbore, except for the fuel in the tanks of operating equipment or supply for injection pumps. Where terrain and location configuration do not permit maintaining this distance, equivalent safety measures should be taken.
- e) Liquefied petroleum gas (LPG) tanks larger than two hundred fifty (250) gallons and used for heating purposes, shall be placed as far as practical from and parallel to the adjacent side of the rig or wellbore as terrain and location configuration permit. Installation shall be consistent with provisions of NFPA 58, "Standards for the Storage and Handling of Liquid Petroleum Gases".
- f) Smoking shall be prohibited at or in the vicinity of operations which constitute a fire hazard and such locations shall be conspicuously posted with a sign, "No Smoking or Open Flame". Matches and all smoking equipment may not be carried into "No Smoking" areas.
- g) No source of ignition shall be permitted in an area where smoking has been prohibited unless it is first determined to be safe to do so by the supervisor in charge or his designated representative.
- h) Open fires, transformers, or other sources of ignition shall be permitted only in designated areas located at a safe distance from the wellhead or flammable liquid storage areas. 600-10 As of March 30, 2009
- i) Only approved heaters for Class I Division 2 areas, as designated by API RB 500B, shall be permitted on or near the rig floor. The safety features of these heaters shall not be altered.
- j) Combustible materials such as oily rags and waste shall be stored in covered metal containers.
- k) Material used for cleaning shall have a flash point of not less than one hundred (100° F) degrees Fahrenheit. For limited special purposes, a lower flash point cleaner may be used when it is specifically required and should be handled with extreme care.
- l) Firefighting equipment shall not be tampered with and shall not be removed for other than fire protection and firefighting purposes and services. A firefighting water system may be used for wash down and other utility purposes so long as its firefighting capability is not compromised. After use, water systems must be properly drained or properly protected from freezing.

- m) An adequate amount of fire extinguishers and other firefighting equipment shall be suitably located, readily accessible, and plainly labeled as to their type and method of operation.
- n) Fire protection equipment shall be periodically inspected and maintained in good operating condition at all times.
- o) Firefighting equipment shall be readily available near all welding operations. When welding, cutting or other hot work is performed in locations where other than a minor fire might develop, a person shall be designated as a fire watch. The area surrounding the work shall be inspected at least one (1) hour after the hot work is completed.
- p) Portable fire extinguishers shall be tagged showing the date of last inspection, maintenance or recharge. Inspection and maintenance procedures shall comply with the latest edition of the National Fire Protection Association's publication NFPA 10.
- q) Personnel shall be familiarized with the location of fire control equipment such as drilling fluid guns, water hoses and fire extinguishers and trained in the use of such equipment. They shall also be familiar with the procedure for requesting emergency assistance as terrain and location configuration permit. Installation shall be consistent with provisions of NFPA 58, "Standards for the Storage and Handling Liquefied Petroleum Gases."

7.0 SITE LOCATION MAP

See the attached Site Map (Figure 2).





IMAGE COURTESY OF ESRI

LEGEND

● SITE LOCATION

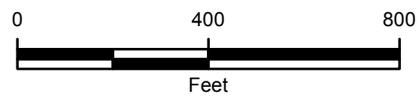


FIGURE 2
SITE MAP
HAAS 1-29
NWSE SEC 29-T7S-R62W
ELBERT COUNTY, COLORADO
AGAVE OIL & GAS, LLC



8.0 COLOR AERIAL PHOTO

See the attached Vicinity Map (Figure 3).



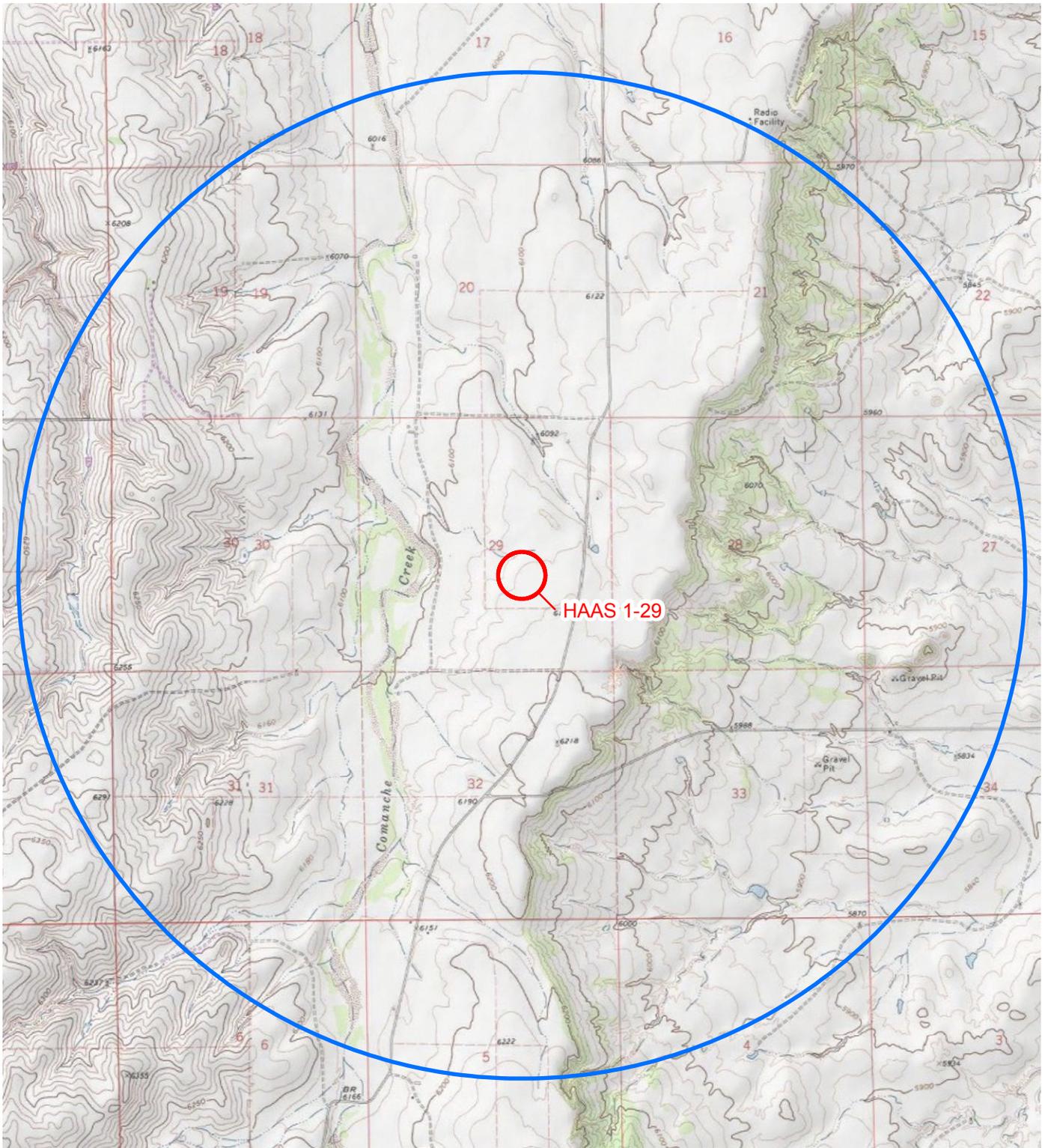


IMAGE COURTESY OF ESRI/USGS

LEGEND

-  SITE LOCATION
-  TWO MILE RADIUS

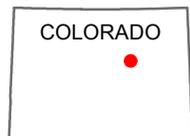
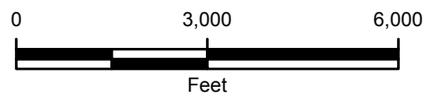


FIGURE 3
VICINITY MAP
 HAAS 1-29
 NWSE SEC 29-T7S-R62W
 ELBERT COUNTY, COLORADO
 AGAVE OIL & GAS, LLC



9.0 FACILITY OPERATING PLAN

The Haas 1-29 Oil and Gas Exploratory Well Site includes an exploratory well to be drilled in Section 29, Township 7 South, Range 62 West of the 6th Principal Meridian in Elbert County, Colorado. The Site is located at approximately 39.40961° North latitude and 104.35450° West longitude. The Site is located in a pasture owned by Mr. Max Dale Haas and is approximately 0.22 miles west of Comanche Creek Road and 1.3 miles north of County Road 150. Permission has been granted by the owner of this property to Agave for the completion of this project, which includes an approximate 3.0 acre well pad and 0.2 miles of driveway.

Ground surface disturbance will occur over the drill pad site, the cut and fill slopes, and along the driveway, as required. The pad site will be relatively flat and constructed of materials to be determined by the contractor. Vehicle fueling, waste storage, portable toilets, and chemical storage will be limited to the stabilized staging area which can be located anywhere on the pad site since the entire site will be stabilized with compacted material to be determined by the operator.

The overall development of this pad site will be accomplished in two work phases: construction and production. The construction phase includes the following sequence of activities: well pad and driveway construction as required, well drilling, well stimulation, and well pad reclamation. The production phase includes the operation and maintenance activities during well production.

Once drilling operations have concluded, which typically take one to three months, the well pad will be set up for production. Typical production equipment on a well pad site consists of a wellhead, separation unit, one or more 300- to 400-barrel (typical capacity) aboveground storage tanks for storing water or hydrocarbons, and possibly a method for artificially lifting fluids from the well, such as a pumping unit. Topsoil will be removed at the beginning of pad construction and stockpiled on site to be used to restore the site to its original grade, as close as practical, once construction activities are complete. After production equipment is installed, berms will be constructed to contain 100% of the largest storage tank capacity plus the 25 year, 24 hour precipitation event. The 25 year, 24 hour precipitation event for Elbert County is estimated to be 3.4 inches of rainfall. Once the number and dimensions of the storage tanks and final production equipment is determined, this estimate will be used to calculate the total storage volume of the bermed containment area in order to meet federal Spill Prevention, Control, and Countermeasure design criteria and will be detailed in the applicant's Spill Prevention, Control and Countermeasure Plan. Per the Agave Construction Stormwater Discharge permit, monitoring of the site will continue until 70% of the original vegetation density has been established per CDPHE requirements.

Depending upon the site terrain and the phase of construction, different stormwater BMPs will be utilized. BMP implementation occurs in two phases for the site construction. The initial/interim stage includes the BMPs which will be installed prior to earth disturbing activities and maintained for the duration of construction. During the initial/interim stage, the following erosion controls may be utilized at well pad areas: berms, check dams, culvert protection, ditch(es) and berm(s), drainage dip, erosion control blankets, surface stabilization, level spreaders, low-water crossings, retaining walls, riprap, seeding, slope drains, straw bale barriers,



surface roughening/ripping, terracing, turnouts, vegetative buffers, and water bars. During the land disturbance activities, dust control will be accomplished by using fresh water only.

The final stage includes the BMPs which will be in place during production to ensure the site is stabilized and the downstream receiving waters are protected. During the final stage, final BMPs will be installed and properly maintained until site stabilization is achieved. Essentially, this includes reclaiming the well pad area by contouring disturbed soil to conform to the surrounding terrain as close as practical, seeding, and crimped straw mulching. During the final stage, permanent stormwater erosion controls, such as berms, check dams, culvert protection, ditches/ditch and berm, drainage dip, gravel surfacing, level spreaders, low-water crossings, retaining walls, riprap, seeding, slope drains, straw bale barriers, terracing, and water bars will remain in place, if appropriate.

In accordance with BMPs that provide procedures to eliminate impacts and to direct, divert, and contain stormwater, Agave has implemented a number of good housekeeping practices. Good housekeeping practices include regular cleaning, organization and maintenance of well pad equipment, and erosion and sediment control structure inspections throughout the project. Areas where chemicals are stored and used at a project site are stored in buildings or containers where there is no potential for stormwater contact and/or are contained within berms.

The following items will be addressed in order to maintain a clean and orderly well pad during the development and production of the well site.

- Inspect well pad areas routinely;
- Correct deficiencies noted during inspections;
- Clean and maintain BMPs;
- Conduct routine trash collection and disposal;
- Educate employees and contractors on spill cleanup procedures and designated equipment and storage locations; and
- Educate employees and contractors on good housekeeping procedures and well pad pollution prevention procedures.

Materials identified as a potential source of pollution used at the site include drilling fluids, completion fluids, fuels, preventive maintenance lubricants/liquids, paints, solvents, produced water, condensate, methanol, etc. While being stored, these chemicals are covered and/or placed in secondary containment. The water-based bentonitic drilling fluids will be disposed of in compliance with COGCC Rule 907 d.(3)A through a process of drying and burial in a pit located on site. Safety Data Sheets (SDS) for materials to be used or produced are filed on site.

Refueling and lubrication of vehicles and equipment is conducted at a minimum of 1,000 feet from flowing streams and wetlands. Any spills are promptly remediated and contaminated materials hauled offsite and properly disposed of/recycled or remediated on site. If contaminated soil is remediated on site, it is stored in a lined containment. Quantities of fuel and other



chemicals will be limited to “as-needed” for the immediate operations underway. In general, small spills will be handled by Agave personnel. Agave field personnel carry spill response equipment in their vehicles to respond to smaller spills/leaks. In the situation of a larger spill, the Manager is notified and a contractor is called to respond to the spill per COGCC requirements. For the protection of employees or contractors, all drums, tanks, and other containers are clearly labeled to identify contents.

All waste from materials imported to the construction site will be removed for disposal/recycling to an appropriate licensed disposal/recycling facility, including sanitary sewage facilities (typically portable). No wastes of imported materials will be dumped or purposely discharged to waters of the state.

Typical wastes generated at the well site include trash, sanitary waste, maintenance lubricants/liquids, produced water, drill cuttings, flowback wastes, and pressed sludge. The wastes generated will be disposed of regularly following good housekeeping procedures. There are no concrete washouts or asphalt batches anticipated at the Site.

Agave does not foresee the existence of impacted soil during well pad construction and drilling operations. However, if a spill occurs, impacted soil will be stockpiled on site in secondary containment until proper transportation is arranged to dispose of the material at a licensed disposal facility.

The construction of the Haas 1-29 Oil and Gas Exploratory Well Site and driveway is scheduled to commence in the 3rd or 4th quarter of 2014 or following approval from county and state authorities, whichever is sooner, with anticipated completion within one to three months of construction commencing. The erosion and sediment control BMPs will remain in place until interim and/or final stabilization is achieved. Typical operational life for production wells is 20 to 30 years.

In accordance with county requirements Agave will implement the following:

- All exhaust from engines, motors, coolers, and other mechanized equipment will be vented up and directed away from the closest existing residence.
- All engines or motors (except wellhead compressor engine) will be electrified if located within 1,320 feet of distribution voltage (3-phase power with distribution voltage of 12.75 kV – 3-phase power) dependent upon availability.
- All facilities which are electrically operated will be equipped with “quiet design” mufflers or equivalent. Such mufflers will be properly installed and maintained in proper working order.
- No residences, offices, retail, school, or church structures are located within one-quarter mile of the proposed well site; therefore no noise mitigation sound barriers will be used to minimize noise from construction activities.
- Sound emissions will at minimum be in accordance with the standards as adopted, and amended from time to time by the COGCC Rule 802.



10.0 SOUND CONTROL MEASURES AND SCHEMATIC DETAILS

Drilling, completion, and production activities at the well site will comply with COGCC Rule 802, *Noise Abatement*, which states that, “The goal of this rule is to identify noise sources, related to oil and gas operations, that impact surrounding landowners and to bring oil and gas facilities into compliance with the allowable noise levels identified in subsection C. Oil and gas operations at any well site, production facility, or gas facility shall comply with the following maximum permissible noise levels.”

	7 a.m. to 7 p.m.	7 p.m. to next 7 a.m.
Residential/Agricultural/Rural	55 db(A)	50 db(A)
Light Industrial	70 db(A)	65 db(A)

dB(A) = A-weighted sound level in decibels

In remote locations, where there is no reasonably proximate occupied structure or designated outside activity area, the light industrial standard may be applicable. This standard states that the hours between 7 a.m. and the next 7 p.m., “the noise levels permitted may be increased ten (10) db(A) for a period not to exceed fifteen (15) minutes in any one (1) hour.”



11.0 LIGHTING DESCRIPTION AND LOCATION OF SITE LIGHTING

Drilling, completion, and production activities at the well site will comply with the COGCC Rule 803, *Lighting*, which states that, “To the extent practicable, site lighting shall be directed downward and internally so as to avoid glare on public roads and building units within seven hundred (700) feet.”

Lighting locations will be determined upon completion of the drill rig setup and will be shielded to direct light toward the operation or equipment and to minimize impact to surrounding properties. On-site lighting will be adequate to ensure safety of the work crew and safe operations on the site, while employing techniques and practices to minimize light impact to surrounding properties.



12.0 LTE HEALTH AND SAFETY PLAN

See the attached LTE Health and Safety Plan.



13.0 VISUAL MITIGATION PLAN AND TECHNIQUES

Drilling, completion, and production activities at the well site will comply with COGCC Rule 804, *Visual Impact Mitigation*, which states that, “Production facilities, regardless of construction date, which are observable from any public highway shall be painted with uniform, non-contrasting, non-reflective color tones (similar to the Munsell Soil Color Coding System), and with colors matched to but slightly darker than the surrounding landscape.”



14.0 WILDLIFE MANAGEMENT PLAN

The proposed Haas 1-29 Oil and Gas Exploratory Well Site is located in Elbert County, Colorado, at 38.40961° North latitude, 104.35450° West longitude and an approximate elevation of 6,166 feet above mean sea level. The Site is located in the Foothill Grasslands Level IV Ecoregion. Land use is mostly grass covered rangeland with scattered areas of dry and irrigated cropland. Natural vegetation in this ecoregion includes shortgrass prairie grasses.

Animal species known to occur with abundance or common abundance include but are not limited to tiger salamander, barn swallow, Bullock's oriole, cliff swallow, common grackle, house finch, house sparrow, house wren, mountain bluebird, red-winged blackbird, rock dove, western meadowlark, yellow-headed blackbird, coyote, desert cottontail, meadow vole, mule deer, northern pocket gopher, raccoon, red fox, striped skunk, and fence lizard.

The Site is located in a sparsely populated area of northwest Elbert County, approximately 0.9 miles north of the intersection of Comanche Creek Road and County Road 150 and located approximately 0.4 miles east of Comanche Creek. Due to the sparse human population and abundance of undisturbed, native habitat in the immediate and distant vicinity of the site, wildlife permanently or temporarily residing in the area will likely relocate if the construction activities are disruptive to their migration, feeding, or reproductive habits. The operator and its subcontractors will not intentionally harass, hunt, injure, or harm any wildlife encountered at the site.



15.0 WATER SUPPLY PLAN AND SURFACE WATER/AQUIFER PROTECTION STATEMENT

Agave plans to purchase potable water required for drilling and completion operations from the town of Elizabeth, CO, permit number 16210-F-R, which will supply water by truck from a well located near the intersection of Pine Ridge Street and Eastridge Road in Elbert County. This may be subject to change; however, Agave will use a water supply that is properly permitted for industrial activities use.

Agave created a casing plan to ensure surface water and aquifer protection. The following table summarizes the casing program.

Haas 1-29 Casing Program								
Casing Type	Size of Hole	Size of Casing	Weight/ Feet	Casing Top	Setting Depth	Sacks Cement	Cement Bottom	Cement Top
	<i>Inches</i>	<i>Inches</i>	<i>Pounds</i>	<i>Feet</i>	<i>Feet</i>	<i>Number of</i>	<i>Feet</i>	<i>Feet</i>
Surface	12.25	8.625	24	0	500	200	500	0
Second	7.875	5.5	15	0	6,000	250	7,153	6,450
Third	7.875	5.5	17	6,000	7,783	225	7,783	7,153

When the casing program is complete, fresh water zones will be isolated from any possible impact.



16.0 STORMWATER MANAGEMENT PLAN

See the attached *Field-Wide Stormwater Management Plan for Construction Activities* (LTE, June 2014) and the CDPHE stormwater discharge permit, COR03M478.





Colorado Department
of Public Health
and Environment

**CERTIFICATION TO DISCHARGE
UNDER
CDPS GENERAL PERMIT COR-0300000
STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITIES**

Certification Number: **COR03M478**

This Certification to Discharge specifically authorizes:

Agave Oil and Gas LLC
to discharge stormwater from the facility identified as

Sharon Springs Prospect

To the waters of the State of Colorado, including, but not limited to:

Bijou Creek, Comanche Creek- South Platte River

Facility Industrial Activity :

Oil and gas production

Facility Located at:

Comanche Creek Rd Kiowa CO 80117
Elbert County
Latitude 39.354 Longitude -104.371

Specific Information (if applicable):

Certification is effective: 7/15/2014

Expiration Date: 6/30/2012

***ADMINISTRATIVELY CONTINUED**

This certification under the permit requires that specific actions be performed at designated times. The certification holder is legally obligated to comply with all terms and conditions of the permit.

Signed,

Lillian Gonzalez, Environmental Protection Specialist
Permits Unit 1 Mgr
Water Quality Control Division

*explanation of Admin Continued in cover letter

CDPS GENERAL PERMIT
STORMWATER DISCHARGES ASSOCIATED WITH
CONSTRUCTION ACTIVITY
AUTHORIZATION TO DISCHARGE UNDER THE
COLORADO DISCHARGE PERMIT SYSTEM

In compliance with the provisions of the Colorado Water Quality Control Act, (25-8-101 et seq., CRS, 1973 as amended) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.; the "Act"), this permit authorizes the discharge of stormwater associated with construction activities (and specific allowable non-stormwater discharges in accordance with Part I.D.3 of the permit) certified under this permit, from those locations specified throughout the State of Colorado to specified waters of the State. Such discharges shall be in accordance with the conditions of this permit.

This permit specifically authorizes the facility listed on page 1 of this permit to discharge, as of this date, in accordance with permit requirements and conditions set forth in Parts I and II hereof. All discharges authorized herein shall be consistent with the terms and conditions of this permit.

This permit and the authorization to discharge shall expire at midnight, **June 30, 2012**.

Issued and Signed this 31st day of May, 2007

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT



Janet S. Kieler
Permits Section Manager
Water Quality Control Division

SIGNED AND ISSUED MAY 31, 2007

EFFECTIVE JULY 1, 2007

ADMINISTRATIVELY
CONTINUED EFFECTIVE
JULY 1, 2012

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PART I

A. COVERAGE UNDER THIS PERMIT

1. **Authority to Discharge**

Under this permit, facilities are granted authorization to discharge stormwater associated with construction activities into waters of the state of Colorado. This permit also authorizes the discharge of specific allowable non-stormwater discharges, in accordance with Part I.D.3 of the permit, which includes discharges to the ground. This includes stormwater discharges from areas that are dedicated to producing earthen materials, such as soils, sand and gravel, for use at a single construction site (i.e., borrow or fill areas). This permit also authorizes stormwater discharges from dedicated asphalt batch plants and dedicated concrete batch plants. (Coverage under the construction site permit is not required for batch plants if they have alternate CDPS permit coverage.) This permit does not authorize the discharge of mine water or process water from such areas.

- a) **Applicable Sections:** In accordance with Part I.A.3 of this permit, some parts of this permit do not apply to sites covered under a Qualifying Local Program, as defined in I.A.2.d. For sites not covered by a Qualifying Local Program, all parts of the permit apply except Part I.A.3. The permittee will be responsible for determining and then complying with the applicable sections.
- b) **Oil and Gas Construction:** Stormwater discharges associated with construction activities directly related to oil and gas exploration, production, processing, and treatment operations or transmission facilities are regulated under the Colorado Discharge Permit System Regulations (5CCR 1002-61), and require coverage under this permit in accordance with that regulation. However, references in this permit to specific authority under the Federal Clean Water Act (CWA) do not apply to stormwater discharges associated with these oil and gas related construction activities, to the extent that the references are limited by the federal Energy Policy Act of 2005.

2. **Definitions**

- a) **Stormwater:** Stormwater is precipitation-induced surface runoff.
- b) **Construction activity:** Construction activity refers to ground surface disturbing activities, which include, but are not limited to, clearing, grading, excavation, demolition, installation of new or improved haul roads and access roads, staging areas, stockpiling of fill materials, and borrow areas. Construction does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility.
- c) **Small construction activity:** Stormwater discharge associated with small construction activity means the discharge of stormwater from construction activities that result in land disturbance of equal to or greater than one acre and less than five acres. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale, if the larger common plan will ultimately disturb equal to or greater than one and less than five acres.
- d) **Qualifying Local Program:** This permit includes conditions that incorporate qualifying local erosion and sediment control program (Qualifying Local Program) requirements by reference. A Qualifying Local Program is a municipal stormwater program for stormwater discharges associated with small construction activity that has been formally approved by the Division.

Other Definitions: Definitions of additional terms can be found in Part I.E. of this permit.

3. **Permit Coverage Without Application – for small construction activities under a Qualifying Local Program only**

If a small construction site is within the jurisdiction of a Qualifying Local Program, the operator of the construction activity is authorized to discharge stormwater associated with small construction activity under this general permit without the submittal of an application to the Division.

- a) **Applicable Sections:** For sites covered by a Qualifying Local Program, only Parts 1.A.1, 1.A.2, 1.A.3, I.D.1, I.D.2, I.D.3, I.D.4, I.D.7, I.D.8, I.D.11, I.E and Part II of this permit, with the exception of Parts II.A.1, II.B.3, II.B.8, and II.B10, apply.

A. COVERAGE UNDER THIS PERMIT (cont.)

- b) **Local Agency Authority:** This permit does not pre-empt or supersede the authority of local agencies to prohibit, restrict, or control discharges of stormwater to storm drain systems or other water courses within their jurisdiction.
- c) **Permit Coverage Termination:** When a site under a Qualifying Local Program has been finally stabilized, coverage under this permit is automatically terminated.
- d) **Compliance with Qualifying Local Program:** A construction site operator that has authorization to discharge under this permit under Part I.A.3 shall comply with the requirements of the Qualifying Local Program with jurisdiction over the site.
- e) **Full Permit Applicability:** The Division may require any operator within the jurisdiction of a Qualifying Local Program covered under this permit to apply for and obtain coverage under the full requirements of this permit. The operator must be notified in writing that an application for full coverage is required. When a permit certification under this permit is issued to an operator that would otherwise be covered under Part I.A.3 of this permit, the full requirements of this permit replace the requirements as per Part I.A.3 of this permit, upon the effective date of the permit certification. A site brought under the full requirements of this permit must still comply with local stormwater management requirements, policies or guidelines as required by Part I.D.1.g of this permit.

4. **Application, Due Dates**

- a) **Application Due Dates:** At least **ten calendar days** prior to the commencement of construction activities, the applicant shall submit an application form as provided by the Division, with a certification that the Stormwater Management Plan (SWMP) is complete.

One original completed discharge permit application shall be submitted, by mail or hand delivery, to:

Colorado Department of Public Health and Environment
Water Quality Control Division
WQCD-Permits-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

- b) **Summary of Application:** The application requires, at a minimum, the following:
 - 1) The applicant's company name; address; telephone number; and email address (if available); whether the applicant is the owner, developer, or contractor; and local contact information;
 - 2) Project name, address, county and location of the construction site, including the latitude and longitude to the nearest 15 seconds of the approximate center of the construction activity;
 - 3) Legal description or map of the construction site;
 - 4) Estimates of: the total area of the site, the area of the site that is expected to be disturbed, and the total area of the larger common plan of development or sale to undergo disturbance;
 - 5) The nature of the construction activity;
 - 6) The anticipated start date and final stabilization date for the project;
 - 7) The name of the receiving water(s), or the municipal separate storm sewer system and the ultimate (i.e., named) receiving water(s);
 - 8) Certification that the SWMP for the construction site is complete (see Part I.C. below); and
 - 9) The signature of the applicant, signed in accordance with Part I.F.1 of this permit.

5. **Permit Certification Procedures**

If this general permit is appropriate for the applicant's operation, then a certification will be developed and the applicant will be authorized to discharge stormwater under this general permit.

- a) **Request for Additional Information:** The Division shall have up to **ten calendar days** after receipt of the above information to request additional data and/or deny the authorization for any particular discharge. Upon receipt of additional information, the Division shall have an additional **ten calendar days** to issue or deny authorization for the particular discharge. (Notification of denial shall be by letter, in cases where coverage under an alternate general permit or an individual permit is required, instead of coverage under this permit.)

A. COVERAGE UNDER THIS PERMIT (cont.)

- b) **Automatic Coverage:** If the applicant does not receive a request for additional information or a notification of denial from the Division dated within ten calendar days of receipt of the application by the Division, authorization to discharge in accordance with the conditions of this permit shall be deemed granted.
- c) **Individual Permit Required:** If, after evaluation of the application (or additional information, such as the SWMP), it is found that this general permit is not appropriate for the operation, then the application will be processed as one for an individual permit. The applicant will be notified of the Division's decision to deny certification under this general permit. For an individual permit, additional information may be requested, and 180 days may be required to process the application and issue the permit. At the Division's discretion, temporary coverage under this general permit may be allowed until the individual permit goes into effect.
- d) **General vs. Individual Permit Coverage:** Any permittee authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual CDPS permit. The permittee shall submit an individual application, with reasons supporting the request, to the Division at least 180 days prior to any discharge.
- e) **Local Agency Authority:** This permit does not pre-empt or supersede the authority of local agencies to prohibit, restrict, or control discharges of stormwater to storm drain systems or other water courses within their jurisdiction.

6. **Inactivation Notice**

When a site has been finally stabilized in accordance with the SWMP, the permittee must submit an **Inactivation Notice** form that is signed in accordance with Part I.F.1. of this permit. The Inactivation Notice form is available from the Division and includes:

- a) Permit certification number;
- b) The permittee's name, address, telephone number;
- c) Name, location, and county for the construction site for which the inactivation notice is being submitted; and
- d) Certification that the site has been finally stabilized, and a description of the final stabilization method(s).

7. **Transfer of Permit**

When responsibility for stormwater discharges at a construction site changes from one entity to another, the permittee shall submit a completed **Notice of Transfer and Acceptance of Terms** form that is signed in accordance with Part I.F.1. of this permit. The Notice of Transfer form is available from the Division and includes:

- a) Permit certification number;
- b) Name, location, and county for the construction site for which the Notice of Transfer is being submitted;
- c) Identifying information for the new permittee;
- d) Identifying information for the current permittee; and
- e) Effective date of transfer.

If the new responsible party will not complete the transfer form, the permit may be inactivated upon written request to the Division and completion of the Inactivation Notice if the permittee has no legal responsibility, through ownership or contract, for the construction activities at the site. In this case, the new owner or operator would be required to obtain permit coverage separately.

8. **Reassignment of Permit**

When a permittee no longer has control of a specific portion of a permitted site, and wishes to transfer coverage of that portion of the site to a second party, the permittee shall submit a completed **Notice of Reassignment of Permit Coverage** form that is signed in accordance with Part I.F.1. of this permit. The Notice of Reassignment of Permit Coverage form is available from the Division and includes:

- a) Current permit certification number;
- b) Identifying information and certification as required by Part I.A.4.b for the new permittee;
- c) Identifying information for the current permittee, revised site information and certification for reassignment; and
- d) Effective date of reassignment.

A. COVERAGE UNDER THIS PERMIT (cont.)

If the new responsible party will not complete the reassignment form, the applicable portion of the permitted site may be removed from permit coverage upon written request to the Division if the permittee has no legal responsibility, through ownership or contract, for the construction activities at the portion of the site. In this case, the new owner or operator would be required to obtain permit coverage separately.

9. **Sale of Residence to Homeowners**

For residential construction only, when a residential lot **has been conveyed to a homeowner** and all criteria in paragraphs a through e, below, are met, coverage under this permit is no longer required and the conveyed lot may be removed from coverage under the permittee's certification. At such time, the permittee is no longer responsible for meeting the terms and conditions of this permit for the conveyed lot, including the requirement to transfer or reassign permit coverage. The permittee remains responsible for inactivation of the original certification.

- a) The lot has been sold to the homeowner(s) for private residential use;
- b) the lot is less than one acre of disturbed area;
- c) all construction activity conducted by the permittee on the lot is completed;
- d) a certificate of occupancy (or equivalent) has been awarded to the home owner; and
- e) the SWMP has been amended to indicate the lot is no longer covered by permit.

Lots not meeting all of the above criteria require continued permit coverage. However, this permit coverage may be transferred (Part I.A.7, above) or reassigned (Part I.A.8, above) to a new owner or operator.

10. **Permit Expiration Date**

Authorization to discharge under this general permit shall expire on June 30, 2012. The Division must evaluate and reissue this general permit at least once every five years and must recertify the permittee's authority to discharge under the general permit at such time. Therefore, a permittee desiring continued coverage under the general permit must reapply by March 31, 2012. The Division will initiate the renewal process; however, it is ultimately the permittee's responsibility to ensure that the renewal is submitted. The Division will determine if the permittee may continue to operate under the terms of the general permit. An individual permit may be required for any facility not reauthorized to discharge under the reissued general permit.

11. **Individual Permit Criteria**

Various criteria can be used in evaluating whether or not an individual (or alternate general) permit is required instead of this general permit. This information may come from the application, SWMP, or additional information as requested by the Division, and includes, but is not limited to, the following:

- a) the quality of the receiving waters (i.e., the presence of downstream drinking water intakes or a high quality fishery, or for preservation of high quality water);
- b) the size of the construction site;
- c) evidence of noncompliance under a previous permit for the operation;
- d) the use of chemicals within the stormwater system; or
- e) discharges of pollutants of concern to waters for which there is an established Total Maximum Daily Load (TMDL).

In addition, an individual permit may be required when the Division has shown or has reason to suspect that the stormwater discharge may contribute to a violation of a water quality standard.

B. STORMWATER MANAGEMENT PLAN (SWMP) – **GENERAL REQUIREMENTS**

1. A SWMP shall be developed for each facility covered by this permit. The SWMP shall be prepared in accordance with good engineering, hydrologic and pollution control practices. (The SWMP need not be prepared by a registered engineer.)

B. STORMWATER MANAGEMENT PLAN (SWMP) – **GENERAL REQUIREMENTS** (cont.)

2. The SWMP shall:
 - a) Identify all potential sources of pollution which may reasonably be expected to affect the quality of stormwater discharges associated with construction activity from the facility;
 - b) Describe the practices to be used to reduce the pollutants in stormwater discharges associated with construction activity at the facility; and ensure the practices are selected and described in accordance with good engineering practices, including the installation, implementation and maintenance requirements; and
 - c) Be properly prepared, and updated in accordance with Part I.D.5.c, to ensure compliance with the terms and conditions of this permit.
3. Facilities must implement the provisions of the SWMP as written and updated, from commencement of construction activity until final stabilization is complete, as a condition of this permit. The Division reserves the right to review the SWMP, and to require the permittee to develop and implement additional measures to prevent and control pollution as needed.
4. The SWMP may reflect requirements for Spill Prevention Control and Countermeasure (SPCC) plans under section 311 of the CWA, or Best Management Practices (BMPs) Programs otherwise required by a separate CDPS permit, and may incorporate any part of such plans into the SWMP by reference, provided that the relevant sections of such plans are available as part of the SWMP consistent with Part I.D.5.b.
5. For any sites with permit coverage before June 30, 2007, the permittee's SWMP must meet the new SWMP requirements as summarized in Section II.I of the rationale. Any needed changes must be made by **October 1, 2007**.

C. STORMWATER MANAGEMENT PLAN (SWMP) – **CONTENTS**

The SWMP shall include the following items, at a minimum.

1. **Site Description.** The SWMP shall clearly describe the construction activity, to include:
 - a) The nature of the construction activity at the site.
 - b) The proposed sequence for major activities.
 - c) Estimates of the total area of the site, and the area and location expected to be disturbed by clearing, excavation, grading, or other construction activities.
 - d) A summary of any existing data used in the development of the site construction plans or SWMP that describe the soil or existing potential for soil erosion.
 - e) A description of the existing vegetation at the site and an estimate of the percent vegetative ground cover.
 - f) The location and description of all potential pollution sources, including ground surface disturbing activities (see Part I.A.2.b), vehicle fueling, storage of fertilizers or chemicals, etc.
 - g) The location and description of any anticipated allowable sources of non-stormwater discharge at the site, e.g., uncontaminated springs, landscape irrigation return flow, construction dewatering, and concrete washout.
 - h) The name of the receiving water(s) and the size, type and location of any outfall(s). If the stormwater discharge is to a municipal separate storm sewer system, the name of that system, the location of the storm sewer discharge, and the ultimate receiving water(s).
2. **Site Map.** The SWMP shall include a legible site map(s), showing the entire site, identifying:
 - a) construction site boundaries;
 - b) all areas of ground surface disturbance;
 - c) areas of cut and fill;
 - d) areas used for storage of building materials, equipment, soil, or waste;
 - e) locations of dedicated asphalt or concrete batch plants;
 - f) locations of all structural BMPs;
 - g) locations of non-structural BMPs as applicable; and
 - h) locations of springs, streams, wetlands and other surface waters.

C. STORMWATER MANAGEMENT PLAN (SWMP) – CONTENTS (cont.)

3. **Stormwater Management Controls.**

The SWMP must include a description of all stormwater management controls that will be implemented as part of the construction activity to control pollutants in stormwater discharges. The appropriateness and priorities of stormwater management controls in the SWMP shall reflect the potential pollutant sources identified at the facility.

The description of stormwater management controls shall address the following components, at a minimum:

- a) **SWMP Administrator** - The SWMP shall identify a specific individual(s), position or title who is responsible for developing, implementing, maintaining, and revising the SWMP. The activities and responsibilities of the administrator shall address all aspects of the facility's SWMP.
- b) **Identification of Potential Pollutant Sources** - All potential pollutant sources, including materials and activities, at a site must be evaluated for the potential to contribute pollutants to stormwater discharges. The SWMP shall identify and describe those sources determined to have the potential to contribute pollutants to stormwater discharges, and the sources must be controlled through BMP selection and implementation, as required in paragraph (c), below.

At a minimum, each of the following sources and activities shall be evaluated for the potential to contribute pollutants to stormwater discharges, and identified in the SWMP if found to have such potential:

- 1) all disturbed and stored soils;
 - 2) vehicle tracking of sediments;
 - 3) management of contaminated soils;
 - 4) loading and unloading operations;
 - 5) outdoor storage activities (building materials, fertilizers, chemicals, etc.);
 - 6) vehicle and equipment maintenance and fueling;
 - 7) significant dust or particulate generating processes;
 - 8) routine maintenance activities involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.;
 - 9) on-site waste management practices (waste piles, liquid wastes, dumpsters, etc.);
 - 10) concrete truck/equipment washing, including the concrete truck chute and associated fixtures and equipment;
 - 11) dedicated asphalt and concrete batch plants;
 - 12) non-industrial waste sources such as worker trash and portable toilets; and
 - 13) other areas or procedures where potential spills can occur.
- c) **Best Management Practices (BMPs) for Stormwater Pollution Prevention** - The SWMP shall identify and describe appropriate BMPs, including, but not limited to, those required by paragraphs 1 through 8 below, that will be implemented at the facility to reduce the potential of the sources identified in Part I.C.3.b to contribute pollutants to stormwater discharges. The SWMP shall clearly describe the installation and implementation specifications for each BMP identified in the SWMP to ensure proper implementation, operation and maintenance of the BMP.
 - 1) **Structural Practices for Erosion and Sediment Control.** The SWMP shall clearly describe and locate all structural practices implemented at the site to minimize erosion and sediment transport. Practices may include, but are not limited to: straw bales, wattles/sediment control logs, silt fences, earth dikes, drainage swales, sediment traps, subsurface drains, pipe slope drains, inlet protection, outlet protection, gabions, and temporary or permanent sediment basins.
 - 2) **Non-Structural Practices for Erosion and Sediment Control.** The SWMP shall clearly describe and locate, as applicable, all non-structural practices implemented at the site to minimize erosion and sediment transport. Description must include interim and permanent stabilization practices, and site-specific scheduling for implementation of the practices. The SWMP should include practices to ensure that existing vegetation is preserved where possible. Non-structural practices may include, but are not limited to: temporary vegetation, permanent vegetation, mulching, geotextiles, sod stabilization, slope roughening, vegetative buffer strips, protection of trees, and preservation of mature vegetation.

C. STORMWATER MANAGEMENT PLAN (SWMP) – CONTENTS (cont.)

- 3) Phased BMP Implementation. The SWMP shall clearly describe the relationship between the phases of construction, and the implementation and maintenance of both structural and non-structural stormwater management controls. The SWMP must identify the stormwater management controls to be implemented during the project phases, which can include, but are not limited to, clearing and grubbing; road construction; utility and infrastructure installation; vertical construction; final grading; and final stabilization.
- 4) Materials Handling and Spill Prevention. The SWMP shall clearly describe and locate all practices implemented at the site to minimize impacts from procedures or significant materials (see definitions at Part I.E.) that could contribute pollutants to runoff. Such procedures or significant materials could include: exposed storage of building materials; paints and solvents; fertilizers or chemicals; waste material; and equipment maintenance or fueling procedures.

Areas or procedures where potential spills can occur must have spill prevention and response procedures identified in the SWMP.

- 5) Dedicated Concrete or Asphalt Batch Plants. The SWMP shall clearly describe and locate all practices implemented at the site to control stormwater pollution from dedicated concrete batch plants or dedicated asphalt batch plants covered by this certification.
- 6) Vehicle Tracking Control. The SWMP shall clearly describe and locate all practices implemented at the site to control potential sediment discharges from vehicle tracking. Practices must be implemented for all areas of potential vehicle tracking, and can include: minimizing site access; street sweeping or scraping; tracking pads; graveled parking areas; requiring that vehicles stay on paved areas on-site; wash racks; contractor education; and/or sediment control BMPs, etc.
- 7) Waste Management and Disposal, Including Concrete Washout.
 - i) The SWMP shall clearly describe and locate the practices implemented at the site to control stormwater pollution from all construction site wastes (liquid and solid), including concrete washout activities.
 - ii) The practices used for concrete washout must ensure that these activities do not result in the contribution of pollutants associated with the washing activity to stormwater runoff.
 - iii) Part I.D.3.c of the permit authorizes the conditional discharge of concrete washout water to the ground. The SWMP shall clearly describe and locate the practices to be used that will ensure that no washout water from concrete washout activities is discharged from the site as surface runoff or to surface waters.
- 8) Groundwater and Stormwater Dewatering.
 - i) The SWMP shall clearly describe and locate the practices implemented at the site to control stormwater pollution from the dewatering of groundwater or stormwater from excavations, wells, etc.
 - ii) Part I.D.3.d of the permit authorizes the conditional discharge of construction dewatering to the ground. For any construction dewatering of groundwater not authorized under a separate CDPS discharge permit, the SWMP shall clearly describe and locate the practices to be used that will ensure that no groundwater from construction dewatering is discharged from the site as surface runoff or to surface waters.

4. **Final Stabilization and Long-term Stormwater Management**

- a) The SWMP shall clearly describe the practices used to achieve final stabilization of all disturbed areas at the site, and any planned practices to control pollutants in stormwater discharges that will occur after construction operations have been completed at the site.
- b) Final stabilization practices for obtaining a vegetative cover should include, as appropriate: seed mix selection and application methods; soil preparation and amendments; soil stabilization practices (e.g., crimped straw, hydro mulch or rolled erosion control products); and appropriate sediment control BMPs as needed until final stabilization is achieved; etc.

C. STORMWATER MANAGEMENT PLAN (SWMP) – CONTENTS (cont.)

- c) Final stabilization is reached when all ground surface disturbing activities at the site have been completed, and uniform vegetative cover has been established with an individual plant density of at least 70 percent of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed.

The Division may, after consultation with the permittee and upon good cause, amend the final stabilization criteria in this section for specific operations.

5. **Inspection and Maintenance**

Part I.D.6 of the permit includes requirements for site inspections. Part I.D.7 of the permit includes requirements for BMP maintenance. The SWMP shall clearly describe the inspection and maintenance procedures implemented at the site to maintain all erosion and sediment control practices and other protective practices identified in the SWMP, in good and effective operating condition.

D. TERMS AND CONDITIONS

1. **General Limitations**

The following limitations shall apply to all discharges covered by this permit:

- a) Stormwater discharges from construction activities shall not cause, have the reasonable potential to cause, or measurably contribute to an exceedance of any water quality standard, including narrative standards for water quality.
- b) Concrete washout water shall not be discharged to state surface waters or to storm sewer systems. On-site permanent disposal of concrete washout waste is not authorized by this permit. Discharge to the ground of concrete washout waste that will subsequently be disposed of off-site is authorized by this permit. See Part I.D.3.c of the permit.
- c) Bulk storage structures for petroleum products and any other chemicals shall have secondary containment or equivalent adequate protection so as to contain all spills and prevent any spilled material from entering State waters.
- d) No chemicals are to be added to the discharge unless permission for the use of a specific chemical is granted by the Division. In granting the use of such chemicals, special conditions and monitoring may be addressed by separate correspondence.
- e) The Division reserves the right to require sampling and testing, on a case-by-case basis, in the event that there is reason to suspect that compliance with the SWMP is a problem, or to measure the effectiveness of the BMPs in removing pollutants in the effluent. Such monitoring may include Whole Effluent Toxicity testing.
- f) All site wastes must be properly managed to prevent potential pollution of State waters. This permit does not authorize on-site waste disposal.
- g) All dischargers must comply with the lawful requirements of federal agencies, municipalities, counties, drainage districts and other local agencies regarding any discharges of stormwater to storm drain systems or other water courses under their jurisdiction, including applicable requirements in municipal stormwater management programs developed to comply with CDPS permits. Dischargers must comply with local stormwater management requirements, policies or guidelines including erosion and sediment control.

2. **BMP Implementation and Design Standards**

Facilities must select, install, implement, and maintain appropriate BMPs, following good engineering, hydrologic and pollution control practices. BMPs implemented at the site must be adequately designed to provide control for all potential pollutant sources associated with construction activity to prevent pollution or degradation of State waters.

D. TERMS AND CONDITIONS (cont.)

3. **Prohibition of Non-Stormwater Discharges**

- a) Except as provided in paragraphs b, c, and d below, **all discharges covered by this permit shall be composed entirely of stormwater associated with construction activity.** Discharges of material other than stormwater must be addressed in a separate CDPS permit issued for that discharge.
- b) Discharges from the following sources that are combined with stormwater discharges associated with construction activity may be authorized by this permit, provided that the non-stormwater component of the discharge is identified in the SWMP (see Part I.C.1.g of this permit):
- emergency fire fighting activities
 - landscape irrigation return flow
 - uncontaminated springs
- c) Discharges to the ground of concrete washout water from washing of tools and concrete mixer chutes may be authorized by this permit, provided that:
- 1) the source is identified in the SWMP;
 - 2) BMPs are included in the SWMP in accordance with Part I.C.3(c)(7) and to prevent pollution of groundwater in violation of Part I.D.1.a; and
 - 3) these discharges do not leave the site as surface runoff or to surface waters
- d) Discharges to the ground of water from construction dewatering activities may be authorized by this permit, provided that:
- 1) the source is groundwater and/or groundwater combined with stormwater that does not contain pollutants in concentrations exceeding the State groundwater standards in Regulations 5 CCR 1002-41 and 42;
 - 2) the source is identified in the SWMP;
 - 3) BMPs are included in the SWMP, as required by Part I.C.3(c)(8); and
 - 4) these discharges do not leave the site as surface runoff or to surface waters.

Discharges to the ground from construction dewatering activities that do not meet the above criteria must be covered under a separate CDPS discharge permit. Contaminated groundwater requiring coverage under a separate CDPS discharge permit may include groundwater contaminated with pollutants from a landfill, mining activity, industrial pollutant plume, underground storage tank, or other source.

4. **Releases in Excess of Reportable Quantities**

This permit does not relieve the permittee of the reporting requirements of 40 CFR 110, 40 CFR 117 or 40 CFR 302. Any discharge of hazardous material must be handled in accordance with the Division's Noncompliance Notification Requirements (see Part II.A.3 of the permit).

5. **SWMP Requirements**

- a) **SWMP Preparation and Implementation:** The SWMP shall be prepared prior to applying for coverage under the general permit, and certification of its completion submitted with the application. The SWMP shall be implemented prior to commencement of construction activities. The plan shall be updated as appropriate (see paragraph c, below), below). SWMP provisions shall be implemented until expiration or inactivation of permit coverage.
- b) **SWMP Retention Requirements:** A copy of the SWMP must be retained on site unless another location, specified by the permittee, is approved by the Division.
- c) **SWMP Review/Changes:** The permittee shall amend the SWMP:
- 1) when there is a change in design, construction, operation, or maintenance of the site, which would require the implementation of new or revised BMPs; or
 - 2) if the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity; or

D. TERMS AND CONDITIONS (cont.)

- 3) when BMPs are no longer necessary and are removed.

SWMP changes shall be made prior to changes in the site conditions, except as allowed for in paragraph d, below. SWMP revisions may include, but are not limited to: potential pollutant source identification; selection of appropriate BMPs for site conditions; BMP maintenance procedures; and interim and final stabilization practices. The SWMP changes may include a schedule for further BMP design and implementation, provided that, if any interim BMPs are needed to comply with the permit, they are also included in the SWMP and implemented during the interim period.

- d) **Responsive SWMP Changes:** SWMP changes addressing BMP installation and/or implementation are often required to be made in response to changing conditions, or when current BMPs are determined ineffective. The majority of SWMP revisions to address these changes can be made immediately with quick in-the-field revisions to the SWMP. In the less common scenario where more complex development of materials to modify the SWMP is necessary, SWMP revisions shall be made in accordance with the following requirements:
 - 1) the SWMP shall be revised as soon as practicable, but in no case more than 72 hours after the change(s) in BMP installation and/or implementation occur at the site, and
 - 2) a notation must be included in the SWMP prior to the site change(s) that includes the time and date of the change(s) in the field, an identification of the BMP(s) removed or added, and the location(s) of those BMP(s).

6. **Inspections**

Site inspections must be conducted in accordance with the following requirements and minimum schedules. The required minimum inspection schedules do not reduce or eliminate the permittee's responsibility to implement and maintain BMPs in good and effective operational condition, and in accordance with the SWMP, which could require more frequent inspections.

- a) **Minimum Inspection Schedule:** The permittee shall, at a minimum, make a thorough inspection, in accordance with the requirements in I.D.6.b below, at least once every 14 calendar days. Also, post-storm event inspections must be conducted within 24 hours after the end of any precipitation or snowmelt event that causes surface erosion. Provided the timing is appropriate, the post-storm inspections may be used to fulfill the 14-day routine inspection requirement. A more frequent inspection schedule than the minimum inspections described may be necessary, to ensure that BMPs continue to operate as needed to comply with the permit. The following conditional modifications to this Minimum Inspection Schedule are allowed:
 - 1) **Post-Storm Event Inspections at Temporarily Idle Sites** – If no construction activities will occur following a storm event, post-storm event inspections shall be conducted prior to re-commencing construction activities, but no later than 72 hours following the storm event. The occurrence of any such delayed inspection must be documented in the inspection record. Routine inspections still must be conducted at least every 14 calendar days.
 - 2) **Inspections at Completed Sites/Areas** – For sites or portions of sites that meet the following criteria, but final stabilization has not been achieved due to a vegetative cover that has not become established, the permittee shall make a thorough inspection of their stormwater management system at least once every month, and post-storm event inspections are not required. This reduced inspection schedule is *only* allowed if:
 - i) all construction activities that will result in surface ground disturbance are completed;
 - ii) all activities required for final stabilization, in accordance with the SWMP, have been completed, with the exception of the application of seed that has not occurred due to seasonal conditions or the necessity for additional seed application to augment previous efforts; and
 - iii) the SWMP has been amended to indicate those areas that will be inspected in accordance with the reduced schedule allowed for in this paragraph.

D. TERMS AND CONDITIONS (cont.)

- 3) **Winter Conditions Inspections Exclusion** – Inspections are not required at sites where construction activities are temporarily halted, snow cover exists over the entire site for an extended period, and melting conditions posing a risk of surface erosion do not exist. This exception is applicable only during the period where melting conditions do not exist, and applies to the routine 14-day and monthly inspections, as well as the post-storm-event inspections. The following information must be documented in the inspection record for use of this exclusion: dates when snow cover occurred, date when construction activities ceased, and date melting conditions began. Inspections, as described above, are required at all other times.

When site conditions make the schedule required in this section impractical, the permittee may petition the Division to grant an alternate inspection schedule.

b) **Inspection Requirements**

- 1) **Inspection Scope** - The construction site perimeter, all disturbed areas, material and/or waste storage areas that are exposed to precipitation, discharge locations, and locations where vehicles access the site shall be inspected for evidence of, or the potential for, pollutants leaving the construction site boundaries, entering the stormwater drainage system, or discharging to state waters. All erosion and sediment control practices identified in the SWMP shall be evaluated to ensure that they are maintained and operating correctly.
- 2) **Inspection Report/Records** - The permittee shall keep a record of inspections. Inspection reports must identify any incidents of non-compliance with the terms and conditions of this permit. Inspection records must be retained for three years from expiration or inactivation of permit coverage. At a minimum, the inspection report must include:

- i) The inspection date;
- ii) Name(s) and title(s) of personnel making the inspection;
- iii) Location(s) of discharges of sediment or other pollutants from the site;
- iv) Location(s) of BMPs that need to be maintained;
- v) Location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location;
- vi) Location(s) where additional BMPs are needed that were not in place at the time of inspection;
- vii) Deviations from the minimum inspection schedule as provided in Part I.D.6.a above;
- vii) Description of corrective action for items iii, iv, v, and vi, above, dates corrective action(s) taken, and measures taken to prevent future violations, including requisite changes to the SWMP, as necessary; and
- viii) After adequate corrective action(s) has been taken, or where a report does not identify any incidents requiring corrective action, the report shall contain a signed statement indicating the site is in compliance with the permit to the best of the signer's knowledge and belief.

- c) **Required Actions Following Site Inspections** – Where site inspections note the need for BMP maintenance activities, BMPs must be maintained in accordance with the SWMP and Part I.D.7 of the permit. Repair, replacement, or installation of new BMPs determined necessary during site inspections to address ineffective or inadequate BMPs must be conducted in accordance with Part I.D.8 of the permit. SWMP updates required as a result of deficiencies in the SWMP noted during site inspections shall be made in accordance with Part I.D.5.c of the permit.

7. **BMP Maintenance**

All erosion and sediment control practices and other protective measures identified in the SWMP must be maintained in effective operating condition. Proper selection and installation of BMPs and implementation of comprehensive Inspection and Maintenance procedures, in accordance with the SWMP, should be adequate to meet this condition. BMPs that are not adequately maintained in accordance with good engineering, hydrologic and pollution control practices, including removal of collected sediment outside the acceptable tolerances of the BMPs, are considered to be no longer operating effectively and must be addressed in accordance with Part I.D.8, below. A specific timeline for implementing maintenance procedures is not included in this permit because BMP maintenance is expected to be proactive, not responsive. Observations resulting in BMP maintenance activities can be made during a site inspection, or during general observations of site conditions.

D. TERMS AND CONDITIONS (cont.)

8. **Replacement and Failed BMPs**

Adequate site assessment must be performed as part of comprehensive Inspection and Maintenance procedures, to assess the adequacy of BMPs at the site, and the necessity of changes to those BMPs to ensure continued effective performance. Where site assessment results in the determination that new or replacement BMPs are necessary, the BMPs must be installed to ensure on-going implementation of BMPs as per Part I.D.2.

Where BMPs have failed, resulting in noncompliance with Part I.D.2, they must be addressed as soon as possible, immediately in most cases, to minimize the discharge of pollutants.

When new BMPs are installed or BMPs are replaced, the SWMP must be updated in accordance with Part I.D.5(c).

9. **Reporting**

No scheduled reporting requirements are included in this permit; however, the Division reserves the right to request that a copy of the inspection reports be submitted.

10. **SWMP Availability**

A copy of the SWMP shall be provided upon request to the Division, EPA, or any local agency in charge of approving sediment and erosion plans, grading plans or stormwater management plans, and within the time frame specified in the request. If the SWMP is required to be submitted to any of these entities, it must include a signed certification in accordance with Part I.F.1 of the permit, certifying that the SWMP is complete and meets all permit requirements.

All SWMPs required under this permit are considered reports that shall be available to the public under Section 308(b) of the CWA and Section 61.5(4) of the Colorado Discharge Permit System Regulations. The permittee shall make plans available to members of the public upon request. However, the permittee may claim any portion of a SWMP as confidential in accordance with 40 CFR Part 2.

11. **Total Maximum Daily Load (TMDL)**

If a TMDL has been approved for any waterbody into which the permittee discharges, and stormwater discharges associated with construction activity have been assigned a pollutant-specific Wasteload Allocation (WLA) under the TMDL, the Division will either:

- a) Ensure that the WLA is being implemented properly through alternative local requirements, such as by a municipal stormwater permit; or
- b) Notify the permittee of the WLA, and amend the permittee's certification to add specific BMPs and/or other requirements, as appropriate. The permittee may be required to do the following:
 - 1) Under the permittee's SWMP, implement specific management practices based on requirements of the WLA, and evaluate whether the requirements are being met through implementation of existing stormwater BMPs or if additional BMPs are necessary. Document the calculations or other evidence that show that the requirements are expected to be met; and
 - 2) If the evaluation shows that additional or modified BMPs are necessary, describe the type and schedule for the BMP additions/revisions.

Discharge monitoring may also be required. The permittee may maintain coverage under the general permit provided they comply with the applicable requirements outlined above. The Division reserves the right to require individual or alternate general permit coverage.

E. ADDITIONAL DEFINITIONS

For the purposes of this permit:

1. **Best Management Practices (BMPs):** schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, pollution prevention, and practices to control site runoff, spillage or leaks, waste disposal, or drainage from material storage.
2. **Dedicated asphalt plants and concrete plants:** portable asphalt plants and concrete plants that are located on or adjacent to a construction site and that provide materials only to that specific construction site.
3. **Final stabilization:** when all ground surface disturbing activities at the site have been completed, and uniform vegetative cover has been established with an individual plant density of at least 70 percent of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed. For purposes of this permit, establishment of a vegetative cover capable of providing erosion control equivalent to pre-existing conditions at the site will be considered final stabilization.
4. **Municipal separate storm sewer system:** a conveyance or system of conveyances (including: roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains), owned or operated by a State, city, town, county, district, or other public body (created by state law), having jurisdiction over disposal of sewage, industrial waste, stormwater, or other wastes; designed or used for collecting or conveying stormwater.
5. **Operator:** the entity that has day-to-day supervision and control of activities occurring at the construction site. This can be the owner, the developer, the general contractor or the agent of one of these parties, in some circumstances. It is anticipated that at different phases of a construction project, different types of parties may satisfy the definition of 'operator' and that the permit may be transferred as the roles change.
6. **Outfall:** a point source at the point where stormwater leaves the construction site and discharges to a receiving water or a stormwater collection system.
7. **Part of a larger common plan of development or sale:** a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules.
8. **Point source:** any discernible, confined and discrete conveyance from which pollutants are or may be discharged. Point source discharges of stormwater result from structures which increase the imperviousness of the ground which acts to collect runoff, with runoff being conveyed along the resulting drainage or grading pattern.
9. **Pollutant:** dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, wrecked or discarded equipment, rock, sand, or any industrial, municipal or agricultural waste.
10. **Process water:** any water which, during manufacturing or processing, comes into contact with or results from the production of any raw material, intermediate product, finished product, by product or waste product. This definition includes mine drainage.
11. **Receiving Water:** any classified stream segment (including tributaries) in the State of Colorado into which stormwater related to construction activities discharges. This definition includes all water courses, even if they are usually dry, such as borrow ditches, arroyos, and other unnamed waterways.
12. **Significant Materials** include, but are not limited to: raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous substances designated under section 101(14) of CERCLA; any chemical the facility is required to report pursuant to section 313 of title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have the potential to be released with stormwater discharge.
13. **Stormwater:** precipitation-induced surface runoff.

F. GENERAL REQUIREMENTS

1. **Signatory Requirements**

- a) All reports required for submittal shall be signed and certified for accuracy by the permittee in accordance with the following criteria:
- 1) In the case of corporations, by a principal executive officer of at least the level of vice-president or his or her duly authorized representative, if such representative is responsible for the overall operation of the facility from which the discharge described in the form originates;
 - 2) In the case of a partnership, by a general partner;
 - 3) In the case of a sole proprietorship, by the proprietor;
 - 4) In the case of a municipal, state, or other public facility, by either a principal executive officer, ranking elected official, or other duly authorized employee, if such representative is responsible for the overall operation of the facility from which the discharge described in the form originates.
- b) **Changes to authorization.** If an authorization under paragraph a) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph a) of this section must be submitted to the Division, prior to or together with any reports, information, or applications to be signed by an authorized representative.
- c) **Certification.** Any person signing a document under paragraph a) of this section shall make the following certification:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

2. **Retention of Records**

- a) The permittee shall retain copies of the SWMP and all reports required by this permit and records of all data used to complete the application to be covered by this permit, for three years after expiration or inactivation of permit coverage.
- b) The permittee shall retain a copy of the SWMP required by this permit at the construction site from the date of project initiation to the date of expiration or inactivation of permit coverage, unless another location, specified by the permittee, is approved by the Division.

3. **Monitoring**

The Division reserves the right to require sampling and testing, on a case-by-case basis (see Part I.D.1.e), for example to implement the provisions of a TMDL (see Part I.D.11 of the permit). Reporting procedures for any monitoring data collected will be included in the notification by the Division of monitoring requirements.

If monitoring is required, the following definitions apply:

- a) The **thirty (30) day average** shall be determined by the arithmetic mean of all samples collected during a thirty (30) consecutive-day period.
- b) A **grab** sample, for monitoring requirements, is a single “dip and take” sample.

PART II

A. MANAGEMENT REQUIREMENTS

1. Amending a Permit Certification

The permittee shall inform the Division (Permits Section) in writing of changes to the information provided in the permit application, including the legal contact, the project legal description or map originally submitted with the application, or the planned total disturbed acreage. The permittee shall furnish the Division with any plans and specifications which the Division deems reasonably necessary to evaluate the effect on the discharge and receiving stream. If applicable, this notification may be accomplished through submittal of an application for a CDPS process water permit authorizing the discharge. The SWMP shall be updated and implemented prior to the changes (see Part I.D.5.c).

Any discharge to the waters of the State from a point source other than specifically authorized by this permit or a different CDPS permit is prohibited.

2. Special Notifications - Definitions

- a) **Spill:** An unintentional release of solid or liquid material which may cause pollution of state waters.
- b) **Upset:** An exceptional incident in which there is unintentional and temporary noncompliance with permit discharge limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

3. Noncompliance Notification

- a) The permittee shall report the following instances of noncompliance:
 - 1) Any noncompliance which may endanger health or the environment;
 - 2) Any spill or discharge of hazardous substances or oil which may cause pollution of the waters of the state.
 - 3) Any discharge of stormwater which may cause an exceedance of a water quality standard.
- b) For all instances of noncompliance based on environmental hazards and chemical spills and releases, all needed information must be provided orally to the Colorado Department of Public Health and Environment spill reporting line (24-hour number for environmental hazards and chemical spills and releases: 1-877-518-5608) within 24 hours from the time the permittee becomes aware of the circumstances.

For all other instances of noncompliance as defined in this section, all needed information must be provided orally to the Water Quality Control Division within 24 hours from the time the permittee becomes aware of the circumstances.

For all instances of noncompliance identified here, a written submission shall also be provided within 5 calendar days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of:

- 1) The noncompliance and its cause;
- 2) The period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue;
- 3) Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

A. MANAGEMENT REQUIREMENTS (cont.)

4. **Submission of Incorrect or Incomplete Information**

Where the permittee failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or report to the Division, or relevant new information becomes available, the permittee shall promptly submit the relevant application information which was not submitted or any additional information needed to correct any erroneous information previously submitted.

5. **Bypass**

- a) A bypass, which causes effluent limitations (i.e., requirements to implement BMPs in accordance with Parts I.B.3 and I.D.2 of the permit) to be exceeded is prohibited, and the Division may take enforcement action against a permittee for such a bypass, unless:
- 1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - 2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities (e.g., alternative BMPs), retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the permittee could have installed adequate backup equipment (e.g., implemented additional BMPs) to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
 - 3) The permittee submitted notices as required in "Non-Compliance Notification," Part II.A.3.

6. **Upsets**

- a) **Effect of an Upset:** An upset constitutes an affirmative defense to an action brought for noncompliance with permit limitations and requirements if the requirements of paragraph b of this section are met. (No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.)
- b) **Conditions Necessary for a Demonstration of Upset:** A permittee who wishes to establish the affirmative defense of upset shall demonstrate through properly signed contemporaneous operating logs, or other relevant evidence that:
- 1) An upset occurred and that the permittee can identify the specific cause(s) of the upset;
 - 2) The permitted facility was at the time being properly operated;
 - 3) The permittee submitted notice of the upset as required in Part II.A.3. of this permit (24-hour notice); and
 - 4) The permittee complied with any remedial measures required under 40 CFR Section 122.41(d) of the federal regulations or Section 61.8(3)(h) of the Colorado Discharge Permit System Regulations.
- c) **Burden of Proof:** In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

7. **Removed Substances**

Solids, sludges, or other pollutants removed in the course of treatment or control of discharges shall be properly disposed of in a manner such as to prevent any pollutant from such materials from entering waters of the State.

8. **Minimization of Adverse Impact**

The permittee shall take all reasonable steps to minimize any adverse impact to waters of the State resulting from noncompliance with any terms and conditions specified in this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

A. MANAGEMENT REQUIREMENTS (cont.)

9. **Reduction, Loss, or Failure of Stormwater Controls**

The permittee has the duty to halt or reduce any activity if necessary to maintain compliance with the permit requirements. Upon reduction, loss, or failure of any stormwater controls, the permittee shall, to the extent necessary to maintain compliance with its permit, control production, or remove all pollutant sources from exposure to stormwater, or both, until the stormwater controls are restored or an alternative method of treatment/control is provided.

It shall not be a defense for a permittee in an enforcement action that it would be necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

10. **Proper Operation and Maintenance**

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

B. RESPONSIBILITIES

1. **Inspections and Right to Entry**

The permittee shall allow the Director of the State Water Quality Control Division, the EPA Regional Administrator, and/or their authorized representative(s), upon the presentation of credentials:

- a) To enter upon the permittee's premises where a regulated facility or activity is located or in which any records are required to be kept under the terms and conditions of this permit;
- b) At reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit and to inspect any monitoring equipment or monitoring method required in the permit; and
- c) To enter upon the permittee's premises to investigate, within reason, any actual, suspected, or potential source of water pollution, or any violation of the Colorado Water Quality Control Act. The investigation may include, but is not limited to, the following: sampling of any discharge and/or process waters, the taking of photographs, interviewing permittee staff on alleged violations and other matters related to the permit, and access to any and all facilities or areas within the permittee's premises that may have any effect on the discharge, permit, or any alleged violation.

2. **Duty to Provide Information**

The permittee shall furnish to the Division, within the time frame specified by the Division, any information which the Division may request to determine whether cause exists for modifying, revoking and reissuing, or inactivating coverage under this permit, or to determine compliance with this permit. The permittee shall also furnish to the Division, upon request, copies of records required to be kept by this permit.

3. **Transfer of Ownership or Control**

Certification under this permit may be transferred to a new permittee if:

- a) The current permittee notifies the Division in writing when the transfer is desired as outlined in Part I.A.7; and
- b) The notice includes a written agreement between the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; and
- c) The current permittee has met all fee requirements of the Colorado Discharge Permit System Regulations, Section 61.15.

B. RESPONSIBILITIES (cont.)

4. **Modification, Suspension, or Revocation of Permit By Division**

All permit modification, inactivation or revocation and reissuance actions shall be subject to the requirements of the Colorado Discharge Permit System Regulations, Sections 61.5(2), 61.5(3), 61.7 and 61.15, 5 C.C.R. 1002-61, except for minor modifications.

- a) This permit, and/or certification under this permit, may be modified, suspended, or revoked in whole or in part during its term for reasons determined by the Division including, but not limited to, the following:
 - 1) Violation of any terms or conditions of the permit;
 - 2) Obtaining a permit by misrepresentation or failing to disclose any fact which is material to the granting or denial of a permit or to the establishment of terms or conditions of the permit;
 - 3) Materially false or inaccurate statements or information in the application for the permit;
 - 4) Promulgation of toxic effluent standards or prohibitions (including any schedule of compliance specified in such effluent standard or prohibition) which are established under Section 307 of the Clean Water Act, where such a toxic pollutant is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this permit.
- b) This permit, and/or certification under this permit, may be modified in whole or in part due to a change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge, such as:
 - 1) Promulgation of Water Quality Standards applicable to waters affected by the permitted discharge; or
 - 2) Effluent limitations or other requirements applicable pursuant to the State Act or federal requirements; or
 - 3) Control regulations promulgated; or
 - 4) Other available information indicates a potential for violation of adopted Water Quality Standards or stream classifications.
- c) This permit, or certification under this permit, may be modified in whole or in part to include new effluent limitations and other appropriate permit conditions where data submitted pursuant to Part I indicate that such effluent limitations and permit conditions are necessary to ensure compliance with applicable water quality standards and protection of classified uses.
- d) At the request of the permittee, the Division may modify or inactivate certification under this permit if the following conditions are met:
 - 1) In the case of inactivation, the permittee notifies the Division of its intent to inactivate the certification, and certifies that the site has been finally stabilized;
 - 2) In the case of inactivation, the permittee has ceased any and all discharges to state waters and demonstrates to the Division there is no probability of further uncontrolled discharge(s) which may affect waters of the State.
 - 3) The Division finds that the permittee has shown reasonable grounds consistent with the Federal and State statutes and regulations for such modification, amendment or inactivation;
 - 4) Fee requirements of Section 61.15 of the Colorado Discharge Permit System Regulations have been met; and
 - 5) Applicable requirements of public notice have been met.

For small construction sites covered by a Qualifying Local Program, coverage under this permit is automatically terminated when a site has been finally stabilized.

B. RESPONSIBILITIES (cont.)

5. **Permit Violations**

Failure to comply with any terms and/or conditions of this permit shall be a violation of this permit.

Dischargers of stormwater associated with industrial activity, as defined in the EPA Stormwater Regulation (40 CFR 122.26(b)(14) and Section 61.3(2) of the Colorado Discharge Permit System Regulations, which do not obtain coverage under this or other Colorado general permits, or under an individual CDPS permit regulating industrial stormwater, will be in violation of the federal Clean Water Act and the Colorado Water Quality Control Act, 25-8-101, as amended. Failure to comply with CDPS permit requirements will also constitute a violation.

6. **Legal Responsibilities**

The issuance of this permit does not convey any property or water rights in either real or personal property, or stream flows, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority granted by Section 510 of the Clean Water Act.

7. **Severability**

The provisions of this permit are severable. If any provisions of this permit, or the application of any provision of this permit to any circumstance, are held invalid, the application of such provision to other circumstances and the application of the remainder of this permit shall not be affected.

8. **Renewal Application**

If the permittee desires to continue to discharge, a permit renewal application shall be submitted at least ninety (90) days before this permit expires. If the permittee anticipates that there will be no discharge after the expiration date of this permit, the Division should be promptly notified so that it can inactivate the certification in accordance with Part II.B.4.d.

9. **Confidentiality**

Except for data determined to be confidential under Section 308 of the Federal Clean Water Act and Colorado Discharge Permit System Regulations, Section 61.5(4), all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Division. The permittee must state what is confidential at the time of submittal.

Any information relating to any secret process, method of manufacture or production, or sales or marketing data which has been declared confidential by the permittee, and which may be acquired, ascertained, or discovered, whether in any sampling investigation, emergency investigation, or otherwise, shall not be publicly disclosed by any member, officer, or employee of the Commission or the Division, but shall be kept confidential. Any person seeking to invoke the protection of this section shall bear the burden of proving its applicability. This section shall never be interpreted as preventing full disclosure of effluent data.

10. **Fees**

The permittee is required to submit payment of an annual fee as set forth in the Water Quality Control Act. Failure to submit the required fee when due and payable is a violation of the permit and will result in enforcement action pursuant to Section 25-8-601 et. seq., C.R.S. 1973 as amended.

B. RESPONSIBILITIES (cont.)

11. **Requiring an Individual CDPS Permit**

The Director may require the permittee to apply for and obtain an individual or alternate general CDPS permit if:

- a) The discharger is not in compliance with the conditions of this general permit;
- b) Conditions or standards have changed so that the discharge no longer qualifies for a general permit; or
- c) Data/information become available which indicate water quality standards may be violated.

The permittee must be notified in writing that an application for an individual or alternate general CDPS permit is required. When an individual or alternate general CDPS permit is issued to an operator otherwise covered under this general permit, the applicability of this general permit to that operator is automatically inactivated upon the effective date of the individual or alternate general CDPS permit.

RATIONALE

STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY

GENERAL PERMIT IN COLORADO THIRD RENEWAL COLORADO DISCHARGE PERMIT NUMBER COR-030000

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I. INTRODUCTION

This permit is for the regulation of stormwater runoff from construction activities, and specific allowable non-stormwater discharges in accordance with Part I.D.3 of the permit. The term "construction activity" includes ground surface disturbing activities, including, but not limited to, clearing, grading, excavation, demolition, installation of new or improved haul and access roads, staging areas, stockpiling of fill materials, and borrow areas. "Stormwater" is precipitation-induced surface runoff. This rationale will explain the background of the Stormwater program, activities which are covered under this permit, how to apply for coverage under this permit, and the requirements of this permit.

The forms discussed in the rationale and permit are available on the Water Quality Control Division's website at: www.cdphe.state.co.us/wq/PermitsUnit

II. CHANGES IN THIS GENERAL PERMIT

Several notable changes from the previous General Permit for Construction Activities have been incorporated into this permit. Significant changes are listed below. Numerous other minor changes were made for clarification purposes only.

A. Authority to Discharge

This section has been restructured to list all of the types of activities covered by this permit, and to be consistent with the definition of "construction activity." The definition of construction activity has been expanded to provide clarification. See Part I.A.1 of the permit.

II. CHANGES IN THIS GENERAL PERMIT (cont.)

B. Authority to Discharge – Oil and Gas Construction

This section has been added, to take into account a regulatory change. The federal Energy Policy Act of 2005 exempts nearly all oil and gas construction activities from federal requirements under the Clean Water Act's NPDES stormwater discharge permit program. In January 2006, the Colorado Water Quality Control Commission held a hearing to determine what effects, if any, the change in federal law would have upon Colorado's stormwater regulations. The Commission determined that oil and gas construction sites in Colorado that disturb one or more acres are still required to be covered under Colorado's stormwater permitting regulations (Colorado Discharge Permit System (CDPS) regulations (5CCR 1002-61)). In practice, oil and gas construction sites have the same requirements under this permit as do other types of construction. However, this permit contains some references to the federal Clean Water Act; generally these references are not applicable to oil and gas construction sites to the extent that the references are limited by the federal Energy Policy Act of 2005. See Part I.A.1(b) of the permit.

C. Application Requirements

The permit application requirements have changed slightly, including the addition of an email address, if available. See Part I.A.4(b).

The applicant must be either the owner and/or operator of the construction site. An operator at a construction site that is not covered by a certification held by an appropriate entity may be held liable for operating without the necessary permit coverage.

D. Temporary Coverage

Part I.A.5(d) of the previous permit (effective July 1, 2002) dealt with temporarily covering a facility under the general permit even if an individual permit is more appropriate. This permit section essentially duplicated the previous section (see Part I.A.5(c)), and so it has been deleted.

E. Reassignment of Permit Coverage

Procedures have been added to clarify the requirements for the transfer of coverage of specific portions of a permitted site to a second party. See Section VIII.I.3 of the rationale and Part I.A.8 of the permit.

F. Individual Permit Criteria

This section has been modified to include situations involving a Total Maximum Daily Load (TMDL). See Part I.A.11 of the permit.

G. Stormwater Management Plan (SWMP)

The Stormwater Management Plan section has been divided into two parts: Stormwater Management Plan (SWMP) – General Requirements, which provides the basic framework and general requirements for the SWMP, and Stormwater Management Plan (SWMP) – Contents, which specifically identifies each item that must be addressed in the SWMP. See Parts I.B and I.C of the permit.

H. Stormwater Management Plan (SWMP) – General Requirements

The SWMP General Requirements section has been modified to require that the SWMP be updated in accordance with Parts I.D.5(c) and I.D.5(d) of the permit (SWMP Review/Changes). This additional requirement ensures that the SWMP provisions reflect current site conditions. See Part I.B.2(c) of the permit.

II. CHANGES IN THIS GENERAL PERMIT (cont.)

I. Stormwater Management Plan (SWMP) – Contents

The SWMP Contents section has been modified. Some of the changes are limited to organization of information, which does not require modification of an existing permittee's current SWMP. Most of the SWMP changes involve either clarifications, reformatting, or taking recommendations from the Division's SWMP guide and making them permit requirements (e.g., vehicle tracking controls, BMP installation specifications). If an **existing permittee (i.e., those with permit coverage before June 30, 2007)** followed the recommendations in the SWMP guide (Appendix A of the permit application), then their SWMP will presumably meet the new requirements. However, for any existing permittees who did not follow the applicable SWMP guide recommendations, their SWMP must be amended to include the new required items:

-SWMP Administrator

-Identification of potential pollutant sources

-Best Management Practices descriptions and installation specifications, including dedicated concrete or asphalt batch plants; vehicle tracking control; and waste management and disposal (including concrete washout activities).

For existing permittees, any SWMP changes based on the change in permit requirements must be completed by **October 1, 2007**. The plan is not to be submitted to the Division unless requested, but must be available on site as outlined in Part I.D.5(b) of the permit.

The BMP requirement clarifications included in this renewed permit in no way imply that adequate BMPs to address all pollutant sources at a permitted site were not required in previous permits. The revised requirements are intended only to better clarify SWMP content requirements and provide improved direction to permittees.

The SWMP changes are listed below. All new applicants (after June 30, 2007) for permit coverage for their sites must fully comply with the new SWMP organization, plan requirements, and implementation.

1. **Site Description:** The requirement to provide an estimate of the run-off coefficient has been removed. The run-off coefficient as currently utilized in the SWMP may not contribute sufficiently to permit compliance to justify the effort in determining accurate values. See Part I.C.1 of the permit. However, the Division still encourages use of the coefficient as needed to adequately evaluate site-specific BMP selection and design criteria (e.g., pond capacities, BMP location, etc.) See Section C.2 of the SWMP guidance (Appendix A of the permit application).
2. **Site Map:** The requirement to identify boundaries of the 100-year flood plain has been removed. The boundaries as currently utilized in the SWMP may not contribute sufficiently to permit compliance to justify the effort in determining their location. See Part I.C.2 of the permit.
3. **Stormwater Management Controls:** This section has been modified to require identification of a SWMP Administrator and all potential pollutants sources in the SWMP. See Part I.C.3 of the permit.
 - a) The SWMP Administrator is a specific individual(s), position or title who is responsible for the process of developing, implementing, maintaining, and revising the SWMP. This individual serves as the comprehensive point of contact for all aspects of the facility's SWMP. **This requirement may necessitate changes to existing permittees' SWMPs.**

II. CHANGES IN THIS GENERAL PERMIT (cont.)

- b) *The requirement to identify Potential Pollutant Sources has been expanded to include more details for the evaluation of such sources. This evaluation allows for the appropriate selection of BMPs for implementation at a facility or site. Additionally, this section was added to be consistent with the SWMP guide. **This requirement may necessitate changes to existing permittees' SWMPs.***
- c) *Best Management Practices (BMPs) for Stormwater Pollution Prevention: This section was modified to require the following items to be addressed in the SWMP. **These requirements may necessitate changes to existing permittees' SWMPs.** This section also requires that the SWMP provide installation and implementation specifications for each BMP identified in the SWMP. For structural BMPs, in most cases, this must include a technical drawing to provide adequate installation specifications. See Part I.C.3(c).*
 - i) *Dedicated concrete or asphalt batch plants. This section requires that the practices used to reduce the pollutants in stormwater discharges associated with dedicated concrete or asphalt batch plants be identified in the SWMP. (Coverage under the construction site SWMP and permit is not required for batch plants if they have alternate CDPS permit coverage.)*
 - ii) *Vehicle tracking control. This section requires that practices be implemented to control sediment from vehicle tracking, and that all such practices implemented at the site be clearly described in the SWMP.*
 - iii) *Waste management and disposal. This section requires that the practices implemented at the site to control stormwater pollution from construction site waste, including concrete washout activities, be clearly described in the SWMP. It also requires that concrete washout activities be conducted in a manner that does not contribute pollutants to surface waters or stormwater runoff.*
 - iv) *Concrete Washout Water. Part I.D.3(c) of the permit has been revised to conditionally authorize discharges to the ground of concrete wash water from washing of tools and concrete mixer chutes when appropriate BMPs are implemented. The permit prohibits the discharge of concrete washout water to surface waters and to storm sewer systems. Part I.C.3(c)(7) of the permit requires that BMPs be in place to prevent surface discharges of concrete washout water from the site.*

The use of unlined pits to contain concrete washout water is a common practice in Colorado. The Division has further evaluated the need for a permit for discharge of concrete washout water to the ground. The Division has determined that the use of appropriate BMPs for on-site washing of tools and concrete mixer chutes would prevent any significant discharge to groundwater. BMPs to protect groundwater are required by Part I.C.3(c)(7) of the permit. Because pH is a pollutant of concern for washout activities, the soil must have adequate buffering capacity to result in protection of the groundwater standard, or a liner/containment must be used. The following management practices are recommended to prevent an impact from unlined pits to groundwater:

- (1) the use of the washout site should be temporary (less than 1 year), and*
- (2) the washout site should be not be located in an area where shallow groundwater may be present, such as near natural drainages, springs, or wetlands.*

II. *CHANGES IN THIS GENERAL PERMIT (cont.)*

Where adequate management practices are not followed to protect groundwater quality, the Department may require discharges to unlined pits to cease, or require the entity to obtain alternate regulatory approval through notice from either the Water Quality Control Division or the Hazardous Materials and Waste Management Division.

In addition, Part I.D.1(b) of the permit has been revised to clearly state that the permit does not authorize on-site permanent disposal of concrete washout waste, only temporary containment of concrete washout water from washing of tools and concrete mixer chutes. Upon termination of use of the washout site, accumulated solid waste, including concrete waste and any contaminated soils, must be removed from the site to prevent on-site disposal of solid waste.

- v) *Construction Dewatering. Part I.D.3(d) of the permit has been revised to conditionally authorize discharges to the ground of water from construction dewatering activities when appropriate BMPs are implemented. The permit does not authorize the discharge of groundwater from construction dewatering to surface waters or to storm sewer systems. Part I.C.3(c)(8) of the permit requires that BMPs be in place to prevent surface discharges. The permittee may apply for coverage under a separate CDPS discharge permit, such as the Construction Dewatering general permit, if there is a potential for discharges to surface waters.*

The Division has determined that potential pollutant sources introduced into groundwater from construction dewatering operations do not have a reasonable potential to result in exceedance of groundwater standards when the discharge is to the ground. The primary pollutant of concern in uncontaminated groundwater is sediment. Although technology-based standards for sediment do exist in 5 CCR 1002-41, the discharge of sediment to the ground as part of construction dewatering does not have the reasonable potential to result in transport of sediment to the groundwater table so as to result in an exceedance of those standards.

For a discharge of water contaminated with other pollutants that are present in concentrations that may cause an exceedance of groundwater standards, separate CDPS discharge permit coverage is required. Contaminated groundwater may include that contaminated with pollutants from a landfill, mining activity, industrial pollutant plume, underground storage tank, or other source of human-induced groundwater pollution and exceeding the State groundwater standards in Regulations 5 CCR 1002-41 and 42.

J. *Terms and Conditions, General Limitations and Design Standards*

This section reiterates the requirement that facilities select, install, implement, and maintain appropriate BMPs, following good engineering, hydrologic and pollution control practices. In addition, requirements for protection of water quality standards (see Part I.D.1.(a) of the permit) and requirements to adequately design BMPs to prevent pollution or degradation of State waters (see Part I.D.2 of the permit) have been revised and are fully discussed in Part III.B of the rationale, below. Additional language was also added to Section III.B of the rationale further clarifying the expectations for compliance with this permit.

1. *Management of Site Waste*

This section has been modified to clarify that on-site waste must be properly managed to prevent potential pollution of State waters, and that this permit does not authorize on-site waste disposal. Solid waste disposal is regulated by the Hazardous Materials and Waste Management Division.

II. *CHANGES IN THIS GENERAL PERMIT (cont.)*

K. *Terms and Conditions, SWMP Requirements*

1. **SWMP Review/Changes:** *This section now requires that when changes are made to site conditions, the SWMP must be revised immediately, except for some BMP description changes which conditionally may occur within 72 hours. This requirement is included to both ensure that the SWMP be kept accurate and up-to-date, and to clarify that stormwater management at a site typically should be proactive instead of responsive, and be integrated into site management to ensure it is calibrated with those changes. The section was also clarified to state that only changes in site conditions that do not require new or modified BMPs do not need to be addressed in the SWMP. See Part I.D.5(c) of the permit.*
2. **SWMP Certification:** *The previous permit was unclear on a requirement that the copy of SWMP that remains at the facility had to be signed in accordance with permit signatory requirements. This requirement has been deleted. The signatory requirement of Part I.F.1 only applies to the SWMP if it is to be submitted to the Division or to EPA. See Part I.F.1 of the permit.*

L. *Terms and Conditions, Post-Storm Inspections*

The previous permit required post-storm inspections, but did not specify the timing of inspections. This section now requires that post-storm event inspections generally be conducted within 24 hours of the event. An alternative timeline has been allowed, only for sites where there are no construction activities occurring following a storm event. For this condition, post-storm event inspections shall instead be conducted prior to commencing construction activities, but no later than 72 hours following the storm event, and the delay noted in the inspection report.

Any exception from the minimum inspection schedule is temporary, and does not eliminate the requirement to perform routine maintenance due to the effects of a storm event, including maintaining vehicle tracking controls and removing sediment from impervious areas. In many cases, maintenance needs will require a more frequent inspection schedule than the minimum inspections required in the permit, to ensure that BMPs continue to operate as needed to comply with the permit. See Part I.D.6(a) of the permit.

M. *Terms and Conditions, Inspections*

1. *The Winter Conditions Inspection Exclusion section has been modified to include documentation requirements for this exclusion. See Part I.D.6(a) of the permit. The Inspection Scope has been modified to include the requirement to inspect waste storage areas during inspections conducted in accordance with the permit. See Part I.D.6(b) of the permit.*
2. *The requirements for sites to qualify for reduced inspection frequencies for completed sites have been slightly modified (see Part I.D.6(a)(2) of the permit,). The requirement now is that only construction activities that disturb the ground surface must be completed. Construction activities that can be conducted without disturbance of the ground surface; for example, interior building construction, and some oil well activities, would not prohibit a site from otherwise qualifying for the reduced inspection frequency. In addition, the requirement for the site to be prepared for final stabilization has been slightly modified to allow for sites that have not yet been seeded to qualify, as long as the site has otherwise been prepared for final stabilization, including completion of appropriate soil preparation, amendments and stabilization practice. This will allow for sites with seasonal seeding limitations or where additional seed application may be needed in the future to still qualify.*

II. CHANGES IN THIS GENERAL PERMIT (cont.)

3. *The Inspection Report/Records section (Part I.D.6(b)(2)) was added to clarify requirements for inspection reports generated during an inspection conducted in accordance with Part I.D.6 of the permit. Inspection reports must be signed by the inspector, or the individual verifying the corrective action indicated in the inspection report, on behalf of the permittee. Inspection reports are not typically required to be submitted to the Division, and therefore, are not required to be signed and certified for accuracy in accordance with Part I.F.1 of the permit. However, any inspection reports that are submitted to the Division must follow the signatory requirements contained in that section.*

N. Terms and Conditions, Maintenance, Repair, and Replacement of Control Practices

These sections have been added to clarify requirements for maintaining the BMPs identified in the SWMP and for addressing ineffective or failed BMPs. BMP maintenance and site assessment to determine the overall adequacy of stormwater quality management at the site must occur proactively, in order to ensure adequate control of pollutant sources at the site. In most cases, if BMPs are already not operating effectively, or have failed, the issue must be addressed immediately, to prevent discharge of pollutants. See Parts I.D.7 and I.D.8 of the permit.

O. Total Maximum Daily Load (TMDL)

A section on TMDLs has been added. This section gives a general outline of the additional requirements that may be imposed by the Division if the facility discharges to a waterbody for which a stormwater-related TMDL is in place. See Section VIII.C of the rationale and Part I.D.11 of the permit.

P. Additional Definitions

Part I.E of the permit has been modified to remove the definition of runoff coefficient, as it is no longer a permit requirement. The definition for state waters has also been deleted, but can be found in Regulation 61.

Q. Changes in Discharge

The section on the types of discharge or facility changes that necessitate Division notification has been clarified. See Part II.A.1 of the permit.

R. Non-Compliance Notification

The section on notification to the Division regarding instances of non-compliance has been amended to clarify which types of noncompliance require notification. See Part II.A.3 of the permit.

S. Short Term Certifications

The previous permit allowed small short-term construction activities to be authorized for a predetermined period from 3 to 12 months, and then automatically expire (an inactivation request did not need to be submitted). The issuance of these certifications has led to significant confusion and incidents of noncompliance resulting from permittees unintentionally letting their certifications expire prior to final stabilization, as well as issues regarding billing. Therefore, the provisions for short-term certifications have been deleted.

T. Bypass

The Division has revised the Bypass conditions in Part II.A.5 of the permit to be consistent with the requirements of Regulation 61.8(3)(i). The revised language addresses under what rare occurrences BMPs may be bypassed at a site.

III. BACKGROUND

As required under the Clean Water Act amendments of 1987, the Environmental Protection Agency (EPA) has established a framework for regulating municipal and industrial stormwater discharges. This framework is under the National Pollutant Discharge Elimination System (NPDES) program (Note: The Colorado program is referred to as the Colorado Discharge Permit System, or CDPS, instead of NPDES.) The Water Quality Control Division ("the Division") has stormwater regulations (5CCR 1002-61) in place. These regulations require specific types of industrial facilities that discharge stormwater associated with industrial activity (industrial stormwater), to obtain a CDPS permit for such discharge. The regulations specifically include construction activities that disturb one acre of land or more as industrial facilities. Construction activities that are part of a larger common plan of development which disturb one acre or more over a period of time are also included.

A. General Permits

The Division has determined that the use of general permits is the appropriate procedure for handling most of the thousands of industrial stormwater applications within the State.

B. Permit Requirements

This permit does not impose numeric effluent limits or require submission of effluent monitoring data in the permit application or in the permit itself. The permit instead imposes practice-based effluent limitations for stormwater discharges through the requirement to develop and implement a Stormwater Management Plan (SWMP). The narrative permit requirements include prohibitions against discharges of non-stormwater (e.g., process water). See Part I.D.3 of the permit.

The permit conditions for the SWMP include the requirement for dischargers to select, implement and maintain Best Management Practices (BMPs) at a permitted construction site that adequately minimize pollutants in the discharges to assure compliance with the terms and conditions of the permit. Part I.D.2 of the permit includes basic design standards for BMPs implemented at the site. Facilities must select, install, implement, and maintain appropriate BMPs, following good engineering, hydrologic and pollution control practices. BMPs implemented at the site must be adequately designed to control all potential pollutant sources associated with construction activity to prevent pollution or degradation of State waters. Pollution is defined in CDPS regulations (5CCR 1002-61) as man-made or man-induced, or natural alteration of the physical, chemical, biological, and radiological integrity of water. Utilizing industry-accepted standards for BMP selection that are appropriate for the conditions and pollutant sources present will typically be adequate to meet these criteria, since construction BMPs are intended to prevent the discharge of all but minimal amounts of sediment or other pollutants that would not result in actual pollution of State waters, as defined above. However, site-specific design, including ongoing assessment of BMPs and pollutant sources, is necessary to ensure that BMPs operate as intended.

The permit further requires that stormwater discharges from construction activities shall not cause, have the reasonable potential to cause, or measurably contribute to an excursion above any water quality standard, including narrative standards for water quality. This condition is the basis for all CDPS Discharge permits, and addresses the need to ensure that waters of the State maintain adequate water quality, in accordance with water quality standards, to continue to meet their designated uses. It is believed that, in most cases, BMPs can be adequate to meet applicable water quality standards. If water quality impacts are noted, or the Division otherwise determines that additional permit requirements are necessary, they are typically imposed as follows: 1) at the renewal of this general permit or through a general permit specific to an industrial sector (if the issue is sector-based); 2) through direction from the Division based on the implementation of a TMDL (if the issue is watershed-based); or 3) if the issue is site-specific, through a revision to the certification from the Division based on an inspection or SWMP review, or through an individual permit.

III. BACKGROUND (cont.)

Some construction sites may be required to comply with a Qualifying Local Program in place of meeting several of the specific requirements in this permit. Sites covered by a Qualifying Local Program may not be required to submit an application for coverage or a notice of inactivation and may not be required to pay the Division's annual fee. See Section VII of the rationale.

C. Violations/Penalties

Dischargers of stormwater associated with industrial activity, as defined in the CDPS regulations (5CCR 1002-61), that do not obtain coverage under this or other Colorado general permits, or under an individual CDPS permit regulating industrial stormwater, will be in violation of the Federal Clean Water Act and the Colorado Water Quality Control Act, 25-8-101. For facilities covered under a CDPS permit, failure to comply with any CDPS permit requirement constitutes a violation. As of the time of permit issuance, civil penalties for violations of the Act or CDPS permit requirements may be up to \$10,000 per day, and criminal pollution of state waters is punishable by fines of up to \$25,000 per day.

IV. STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY

The stormwater regulations (CDPS regulations (5CCR 1002-61)), require that stormwater discharges associated with certain industrial activities be covered under the permit program. Construction activity that disturbs one acre or more during the life of the project is specifically included in the listed industrial activities. This permit is intended to cover most stormwater discharges from construction facilities required by State regulation to obtain a permit.

A. Construction Activity

Construction activity includes ground surface disturbing activities including, but not limited to, clearing, grading, excavation, demolition, installation of new or improved haul and access roads, staging areas, stockpiling of fill materials, and dedicated borrow/fill areas. Construction does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility. (The maintenance exclusion is intended for projects such as road resurfacing, and where there will be less than one acre of additional ground disturbed. Improvements or upgrades to existing facilities or roads, where at least one acre is disturbed, would not qualify as "routine maintenance.")

Definitions of additional terms can be found in Part I.E of the permit.

Stormwater discharges from all construction activity require permit coverage, except for operations that result in the disturbance of less than one acre of total land area and which are not part of a larger common plan of development or sale. A "larger common plan of development or sale" is a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules.

B. Types of Discharges/Activities Covered

1. **Stormwater:** *This permit is intended to cover most new or existing discharges composed **entirely** of stormwater from construction activities that are required by State regulation to obtain a permit. This includes stormwater discharges associated with areas that are dedicated to producing earthen materials, such as soils, sand, and gravel, for use at a single construction site. These areas may be located at the construction site or at some other location. This permit does not authorize the discharge of mine water or process water from borrow areas. This permit may also cover stormwater discharges associated with dedicated asphalt plants and concrete plants located at a specific construction site.*

IV. *STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY (cont.)*

2. **Process water:** *Under certain restrictions, discharges to the ground from construction dewatering, and from concrete washout activities, are also covered (see Parts I.C.3(c)(7), I.C.3(c)(8), I.D.3(c) and I.D.3(d) of the permit).*

C. *Types of Activities NOT Covered*

1. **Stormwater:** *Aside from the sources listed in subparagraph B.1, above, this permit does not cover stormwater discharged from construction sites that is mixed with stormwater from other types of industrial activities, or process water of any kind. Other types of industrial activities that require stormwater discharge permits pursuant to different sections of the regulations (Regulation 5 CCR 1002-61, Section 61.2(e)(iii)(A-I, K)], are not covered by this permit.*
2. **Process water:** *This permit also does not cover any discharge of process water to surface waters. If the construction activity encounters groundwater, in order to discharge this groundwater to surface waters, a Construction Dewatering Discharge Permit (permit number COG-070000) must also be obtained. An application for this permit can be obtained from the Division at the address listed in Part I.A.4(a) of the permit, or at the website in Section I of the rationale.*

V. *COVERAGE UNDER THIS GENERAL PERMIT*

Under this general permit, owners or operators of stormwater discharges associated with construction activity may be granted authorization to discharge stormwater into waters of the State of Colorado. This includes stormwater discharges associated with industrial activity from areas that are dedicated to producing earthen materials, such as soils, sand and gravel, for use at a single construction site, and dedicated asphalt plants and dedicated concrete plants.

This permit does not pre-empt or supersede the authority of other local, state or federal agencies to prohibit, restrict or control discharges of stormwater to storm drain systems or other water courses within their jurisdiction.

Authorization to discharge under the permit requires submittal of a completed application form and a certification that the SWMP is complete, unless the site is covered by a Qualifying Local Program. Upon receipt of all required information, the Division may allow or disallow coverage under the general permit.

VI. *APPLICATION AND CERTIFICATION*

*At least **ten days** prior to the commencement of construction activities, the owner or operator of the construction site shall submit an original completed application which includes the signed certification that the SWMP is complete. Original signatures are required for the application to be considered complete. For small construction sites only, if the site is covered by a Qualifying Local Program (see below), submittal of an application is not required.*

For the purposes of this permit, the “operator” is the person who has day-to-day control over the project. This can be the owner, the developer, the general contractor or the agent of one of these parties, in some circumstances. At different times during a construction project, different types of parties may satisfy the definition of “operator” and the certification may be transferred as roles change.

(Note - Under the Federal regulations, this application process is referred to as a Notice of Intent, or NOI. For internal consistency with its current program, the Division will continue to use the term “application.”) A summary of the permit application requirements is found in the permit at Part I.A.4(b).

If coverage under this general permit is appropriate, then a certification will be developed and the applicant will be certified under this general permit.

VII. QUALIFYING LOCAL PROGRAMS

For stormwater discharges associated with small construction activity (i.e., one to five acre disturbed area sites), the permit includes conditions that incorporate approved qualifying local erosion and sediment control program (Qualifying Local Program) requirements by reference. A Qualifying Local Program is a municipal stormwater program for stormwater discharges associated with small construction activity that has been formally approved by the Division. The requirements for Qualifying Local Programs are outlined in Part 61.8(12) of the Colorado Discharger Permit System Regulations (also see the Division's "Qualifying Local Programs for Small Construction Sites - Application Guidance"). Such programs must impose requirements to protect water quality that are at least as stringent as those required in this permit.

A. Approval Termination

A Qualifying Local Program may be terminated by either the Division or the municipality. Upon termination of Division approval of a Qualifying Local Program, any small construction activity required to obtain permit coverage under Section 61.3(2)(h) of the CDPS regulations (5CCR 1002-61), shall submit an application form as provided by the Division, with a certification that the Stormwater Management Plan (SWMP) is complete as required by Part I.A.3 of the permit, within 30 days of Division notification.

B. Approval Expiration

Division approval of a Qualifying Local Program will expire with this general permit on June 30, 2012. Any municipality desiring to continue Division approval of their program must reapply by March 31, 2012. The Division will determine if the program may continue as a approved Qualifying Local Program.

VIII. TERMS AND CONDITIONS OF PERMIT

A. Coverage under a Qualifying Local Program – **For Small Construction Sites Only**

For small construction sites (disturbing less than 5 acres) covered under a Qualifying Local Program (see Section VII, above), only certain permit requirements apply, as outlined below. The local program must have been formally designated by the Division to qualify. Most municipalities have some type of local program and may require permits and fees. However, simply having a program in place does not necessarily mean that it is a qualifying program and that a State permit is not required. The local municipality is responsible for notifying operators and/or owners that they are covered by a Qualifying Local Program. As of May 31, 2007, the only approved Qualifying Local Programs within the state are for Golden, Durango and Lakewood. An updated list of municipalities with Qualifying Local Programs, including contact information, is available on the Division's website at: <http://www.cdphe.state.co.us/wq/PermitsUnit/stormwater/construction.html>.

The Division reserves the right to require any construction owner or operator within the jurisdiction of a Qualifying Local Program covered under this permit to apply for and obtain coverage under the full requirements of this permit.

1. **Permit Coverage:** *If a construction site is within the jurisdiction of a Qualifying Local Program, the owner or operator of the construction activity is authorized to discharge stormwater associated with small construction activity under this general permit **without** the submittal of an application to the Division. The permittee also is not required to submit an inactivation notice or payment of an annual fee to the Division.*

VIII. TERMS AND CONDITIONS OF PERMIT (cont.)

2. **Permit Terms and Conditions:** *The permittee covered by a Qualifying Local Program must comply with the requirements of that Qualifying Local Program. In addition, the following permit sections are applicable:*
 - a) *Parts 1.A.1, 1.A.2, and 1.A.3: Authorization to discharge and discussion of coverage under the permit.*
 - b) *Part I.D.1: General limitations that must be met in addition to local requirements.*
 - c) *Parts I.D.2, I.D.3, I.D.4: BMP implementation, prohibition of non-stormwater discharges unless addressed in a separate CDPS permit, and requirements related to releases of reportable quantities.*
 - d) *Part I.D.11: Potential coverage under a Total Maximum Daily Load (TMDL).*
 - e) *Part I.E: Additional definitions.*
 - f) *Part II (except for Parts II.A.1, II.B.3, II.B.8, and II.B.10): Specifically includes, but is not limited to, provisions applicable in the case of noncompliance with permit requirements, and requirements to provide information and access.*

B. Stormwater Management Plans (SWMPs)

Prior to commencement of construction, a stormwater management plan (SWMP) shall be developed and implemented for each facility covered by this permit. A certification that the SWMP is complete must be submitted with the permit application. The SWMP shall identify potential sources of pollution (including sediment) which may reasonably be expected to affect the quality of stormwater discharges associated with construction activity from the facility. In addition, the plan shall describe the Best Management Practices (BMPs) which will be used to reduce the pollutants in stormwater discharges from the construction site. (Note that permanent stormwater controls, such as ponds, that are used as temporary construction BMPs must be adequately covered in the SWMP.) Facilities must implement the provisions of their SWMP as a condition of this permit. The SWMP shall include the following items:

1. *Site Description*
2. *Site Map*
3. *Stormwater Management Controls*
4. *Long-term Stormwater Management*
5. *Inspection and Maintenance*

(See Parts I.B. and I.C of the permit for a more detailed description of SWMP requirements.) The Division has a guidance document available on preparing a SWMP. The document is included as Appendix A of the permit application, and is available on the Division's website at www.cdphe.state.co.us/wq/PermitsUnit.

Some changes have been made to the SWMP requirements. See Section II.I of the rationale for a discussion on permittee responsibilities regarding those changes.

VIII. TERMS AND CONDITIONS OF PERMIT (cont.)

Master SWMP

Often, a large construction project will involve multiple smaller construction sites that are within a common plan of development, or multiple well pads under construction within an oil and gas well field. Pollutant sources and the types of BMPs used can be relatively consistent in such cases. A permittee could significantly streamline the SWMP development process through the use of a master SWMP. SWMP information must be developed and maintained for all construction activities that exceed one acre (or are part of a common plan of development exceeding one acre) conducted within the permitted area. By developing a single master plan, the permittee can eliminate the need to develop repetitive information in separate plans. Such a plan could include two sections, one containing a reference section with information applicable to all sites (e.g., installation details and maintenance requirements for many standard BMPs, such as silt fence and erosion blankets), and the second containing all of the information specific to each site (e.g., site BMP map, drainage plans, details for BMPs requiring site specific design, such as retention ponds).

As new activities begin, information required in the SWMP is added to the plan, and as areas become finally stabilized, the related information is removed. Records of information related to areas that have been finally stabilized that are removed from the active plan must be maintained for a period of at least three years from the date that the associated site is finally stabilized.

C. Total Maximum Daily Load (TMDL)

If the designated use of a stream or water body has been impaired by the presence of a pollutant(s), development of a Total Maximum Daily Load (TMDL) may be required. A TMDL is an estimate of allowable loading in the waterbody for the pollutant in question. Types of discharges that are or have the potential to be a significant source of the pollutant are also identified. If a TMDL has been approved for any waterbody into which the permittee discharges, and stormwater discharges associated with construction activity have been assigned a pollutant-specific Wasteload Allocation (WLA) under the TMDL, the Division will either:

- 1. Notify the permittee of the TMDL, and amend the permittee's certification to add specific BMPs and/or other requirements, as appropriate; or*
- 2. Ensure that the TMDL is being implemented properly through alternative local requirements, such as by a municipal stormwater permit. (The only current example of this is the Cherry Creek Reservoir Control Regulation (72.0), which mandates that municipalities within the basin require specific BMPs for construction sites.)*

See Part I.D.11 of the permit for further information.

D. Monitoring

Sampling and testing of stormwater for specific parameters is not required on a routine basis under this permit. However, the Division reserves the right to require sampling and testing on a case-by-case basis, in the event that there is reason to suspect that compliance with the SWMP is a problem, or to measure the effectiveness of the BMPs in removing pollutants in the effluent. See Part I.D.1(e) of the permit.

E. Facility Inspections

Construction sites typically must inspect their stormwater management controls at least every 14 days and within 24 hours after the end of any precipitation or snowmelt event that causes surface erosion. At sites or portions of sites where ground-disturbing construction has been completed but a vegetative cover has not been established, these inspections must occur at least once per month. (At sites where persistent snow cover conditions exist, inspections are not required during the period that melting conditions do not exist. These

VIII. TERMS AND CONDITIONS OF PERMIT (cont.)

conditions are only expected to occur at high elevations within the Colorado mountains.) For all of these inspections, records must be kept on file. Exceptions to the inspection requirements are detailed in Part I.D.6 of the permit.

F. SWMP Revisions

The permittee shall amend the SWMP whenever there is a change in design, construction, operation, or maintenance of the site, which would require the implementation of new or revised BMPs. The SWMP shall also be amended if it proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity. The timing for completion of SWMP changes is detailed in Parts I.D.5(c) and I.D.5(d) of the permit.

SWMP revisions shall be made prior to change in the field, or in accordance with Part I.D.5(d) of the permit.

G. Reporting

The inspection record shall be made available to the Division upon request. Regular submittal of an annual report is not required in this permit. See Part I.D.9 of the permit.

H. Annual Fee

The permittee is required to submit payment of an annual fee as set forth in the Water Quality Control Act. Permittees will be billed for the initial permit fee within a few weeks of permit issuance and then annually, based on a July 1 through June 30 billing cycle.

I. Responsibility for Permit

The permit certification for a site may be inactivated, once coverage is no longer needed. The certification may be transferred, if another party is assuming responsibility for the entire area covered by the certification. In addition, permit responsibility for **part** of the area covered by the certification may be reassigned to another party. These actions are summarized below. The Stormwater Program construction fact sheet explains these actions in further detail under the section on Multiple Owner/Developer Sites, and is available on the Division website at

<http://www.cdphe.state.co.us/wq/PermitsUnit/stormwater/ConstFactSheet.PDF>, Section F.

1. **Inactivation Notice:** When a site has been finally stabilized in accordance with the SWMP, the permittee shall submit an **Inactivation Notice** that is signed in accordance with Part I.F.1 of the permit. A summary of the Inactivation Notice content is described in Part I.A.6 of the permit. A copy of the Inactivation Notice form will be mailed to the permittee along with the permit certification. Additional copies are available from the Division.

For sites where all areas have been removed from permit coverage, the permittee may submit an inactivation notice and terminate permit coverage. In such cases the permittee would no longer have any land covered under their permit certification, and therefore there would be no areas remaining to finally stabilize. Areas may be removed from permit coverage by:

- reassignment of permit coverage (Part I.A.8 of the permit);
- sale to homeowner(s) (Part I.A.9 of the permit); or
- amendment by the permittee, in accordance with Division guidance for areas where permit coverage has been obtained by a new operator or returned to agricultural use.

VIII. TERMS AND CONDITIONS OF PERMIT (cont.)

2. **Transfer of Permit:** When responsibility for stormwater discharges for an *entire* construction site changes from one individual to another, the permit shall be transferred in accordance with Part I.A.7 of the permit. The permittee shall submit a completed **Notice of Transfer form**, which is available from the Division, and at www.cdphe.state.co.us/wq/PermitsUnit. If the new responsible party will not complete the transfer form, the permit may be inactivated if the permittee has no legal responsibility, through ownership or contract, for the construction activities at the site. In this case, the new owner or operator would be required to obtain permit coverage separately.
3. **Reassignment of Permit:** When a permittee no longer has control of a specific portion of a permitted site, and wishes to transfer coverage of that portion of the site to a second party, the permittee shall submit a completed **Notice of Reassignment of Permit Coverage form**, which is available from the Division, and at www.cdphe.state.co.us/wq/PermitsUnit. The form requires that both the existing permittee and new permittee complete their respective sections. See Part I.A.8 of the permit.

J. Duration of Permit

The general permit will expire on June 30, 2012. The permittee's authority to discharge under this permit is approved until the expiration date of the general permit. Any permittee desiring continued coverage under the general permit past the expiration date must apply for recertification under the general permit at least 90 days prior to its expiration date.

Kathleen Rosow
December 18, 2006

IX. PUBLIC NOTICE – 12/22/06

The permit was sent to public notice on December 22, 2006. A public meeting was requested, and was held on February 2, 2007. Numerous comments were received on the draft permit. Responses to those comments, and a summary of changes made to the draft permit, are in a separate document entitled "Division Response To Public Comments." The permit will be sent to a second public notice on March 23, 2007. Any changes resulting from the second public notice will be summarized in the rationale.

Kathleen Rosow
March 22, 2007

X. PUBLIC NOTICE – 3/23/07

The permit was sent to public notice for a second time on March 23, 2007. Numerous comments were received on the second draft permit. Responses to those comments, and a summary of the additional changes made to the draft permit, are contained in a separate document entitled "Division Response To Public Comments Part II". This document is part of the rationale. Any changes based on the Division response are incorporated into the rationale and permit. The response document is available online at <http://www.cdphe.state.co.us/wq/PermitsUnit/stormwater/construction.html>, or by emailing cdphe.wqstorm@state.co.us, or by calling the Division at 303-692-3517.

Kathleen Rosow
May 31, 2007

17.0 ROAD ACCESS, HAUL ROUTES, AND ROAD MAINTENANCE AGREEMENT

It is anticipated that all road traffic working at the Haas 1-29 Oil and Gas Exploratory Well Site will enter Elbert County on Highway 86 from Douglas County. From there, traffic will travel approximately 15.5 miles east to Comanche Creek Road, then north 6.45 miles to the driveway on the west side of Comanche Creek Road.

See the attached *Master Road Use Agreement*.

The operator will submit the necessary documents and obtain county approval prior to commencing construction/upgrade activity on the existing driveway.



MASTER ROAD USE AGREEMENT
AGAVE OIL & GAS - HAAS # 1-29

THIS ROAD USE AGREEMENT (hereinafter "Agreement") is made this 30th day of May, 2014 (hereinafter "Effective Date"), by and between **ELBERT COUNTY**, whose address legal address is 215 Comanche Street, P.O. Box 7, Kiowa, Colorado 80117 (hereinafter "County") and Agave Oil & Gas, LLC, whose legal address is 512 Main Street, Ste 600, Fort. Worth, Texas 76102, its successors and assigns (hereinafter "Company").

RECITALS

WHEREAS, Company desires to conduct operations related to the exploration and production of oil & gas at a well location in Elbert County; and

WHEREAS, Company's agents, employees, affiliates, contractors, subcontractors, workforce and related service companies may utilize equipment and heavy vehicles that are recognized as being above existing limits set by the County in weight, height and/or width on County Roads in connection with the above-described operations; and

WHEREAS, Company's use of County Roads may cause impacts which require mitigation and repair to ensure the public's continued ability to use County Roads.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. Purpose of Agreement.

The purpose of this Agreement is to define the terms and conditions under which the County and the Company agree with respect to the cost of excess maintenance and repair of excess damage arising from the use of County Roads by the equipment and/or heavy vehicles of the Company and/or by Contracting Companies in excess of normal wear and maintenance of County Roads as carried out by the County. The Company has indicated that it intends on utilizing approximately seven (7) miles of County Roads, of which approximately no miles are asphalt-paved and 7 miles are gravel surfaced (See Exhibit 1). The Company has further indicated that its operation may be divided into three (3) phases, generating up to 1,014 vehicle trips over County Roads (See Exhibit 2) during the pad construction, drilling and completion phases. Vehicle type and weight will vary with the heaviest vehicle weighing 92,000 pounds. This Agreement is intended to engage both the County and the Company in an effort to avoid damage to County Roads and Appurtenances and to minimize interruptions to the traveling public. The parties acknowledge that this Agreement is entered to address these matters and to protect County Roads and Appurtenances from damage.

2. Definitions.

- a. "Appurtenance" means a sidewalk, ditch, culvert, or any type of wall, fence, guardrail, curb, pavement marking, traffic control device, illumination device, mailbox or barrier adjacent to or in, along or on a road, or any construction, obstruction, erection or any situation, arrangement or disposition of any earth, rock, tree or other material or thing adjacent to or in, along or on a road that is not on the traveled portion of the road.

- b. "Contracting Companies" means any agent, employee, affiliate, contractor, subcontractor, workforce or related service companies engaged by the Company in connection with the Company's installation of a cross county pipeline.
- c. "County Roads" means a roadway under the direction, control and management of the County, including:
 - i. A developed road on which improvements such as grading or surfacing have been made for the purpose of public access and included any Appurtenances, and includes a bridge forming part of a public road and any structure incidental to a public road;
 - ii. An undeveloped surveyed road allowance or road plan.

3. **Repair and Maintenance Obligations.**

- a. The Company shall be responsible for all costs and expenses required to repair road damages in excess of Normal Maintenance (defined below) of County Roads used by the Company or its Contracting Companies to conduct operations for the Project. It is the preference of the parties to this Agreement that all road repair and maintenance work be carried out by the County and reimbursed by the Company.
- b. In the event it is more practical for the Company to perform the necessary repair and maintenance work, County approval shall be required in advance of any repair and maintenance work to be performed by the Company. Any repair and maintenance work performed by the Company or its Contracting Companies shall comply with County standards. If required by the County, the Company shall provide, at its sole expense, all equipment, materials and labor required to maintain the road surface in the same condition it was immediately prior to the use of County Roads.
- c. The Company and its Contracting Companies shall use best efforts to abate, control and mitigate dust generated as a result of the use of County Roads.
- d. When Company operations are completed, it is agreed that the Company shall perform or provide for all necessary work on County Roads used by the Company and its Contracting Companies to restore those roads to an equal or better condition as they existed on the Effective Date.
- e. During the time when the Company, or any of its Contracting Companies, is engaged in the use of a County Road for access to conduct operations for the exploration of oil or gas, the Company shall be responsible for road damage and excess maintenance resulting from such use, including but not limited to Examples of Road Damage (defined below) in this Agreement.

4. **Term.**

This Agreement shall commence on the Effective Date and remain in full force and effect until the Company and the County determine that the Company's Project is completed in Elbert County; provided, however, if either the Company or the County breach any of their obligations contained herein, the non-breaching party may terminate this Agreement upon providing sixty (60) day written notice to the breaching party. In the event notice is provided to the breaching party, the breaching party shall have such sixty (60) day period to cure their breach, and if such breach is cured to the satisfaction of the non-breaching party during such sixty (60) day period, this Agreement shall remain in full force and effect. Notwithstanding

the termination of this Agreement, the provisions contained herein regarding the settlement of accounts, liability and indemnification, to the extent of liabilities may have accrued prior to the termination, shall remain in full force in accordance with their terms.

5. **Pre-Inspection Meeting.**

The Company or its designated representative shall meet with the appropriate County personnel in advance to:

- a. Confirm specific routes for heavy vehicle traffic associated with the conduct of a particular operation (See Exhibit 1); and
- b. Confirm with County personnel as to the type of vehicles and duration of road use for a particular operation; and
- c. Discuss the expected damage to occur and the Company's plan for repair during the operation as well as upon completion of the operation.

6. **Security.**

On or before the Pre-Inspection Meeting as detailed in Section 5 of this Agreement, the Company or its designated representative shall deliver to the County a Surety Bond or Letter of Credit in the amount equal to _____ dollars (\$_____) per mile, or a total of _____ (\$_____) based on the use of seven (7) miles of County Road by the Company during its operation. THIS BOND AMOUNT IS BASED ON THE TRAVEL ROUTES, VEHICLE TRIP AND VEHICLE TYPE INFORMATION PROVIDED BY THE COMPANY. IF AT ANY TIME DURING THE COMPANY'S OPERATION IT IS DETERMINED BY THE COUNTY THAT THE DESIGNATED TRAVEL ROUTES, VEHICLE TRIPS, AND/OR VEHICLE TYPE INFORMATION IS NOT CONSISTENT WITH THE INFORMATION PROVIDED, THE COUNTY MAY STOP ALL COMPANY OPERATIONS AND REASSESS ROAD IMPACTS AND ASSOCIATED BOND AMOUNT OR LETTER OF CREDIT AMOUNT.

7. **Inspections.**

- a. Inspections of County Roads identified in this Agreement shall be carried out at the following times in the presence of official designates of both the County and the Company at a time set by the County or the County's official designee if so agreed to by the Company:
 - i. Prior to use of County Roads; and
 - ii. Following completion of use of County Roads.
- b. Following the Pre-Inspection Meeting as detailed in Section 5 of this Agreement, the County shall videotape each segment of County Roads to be used by the Company as identified in this Agreement.

- c. During the course of the Project and any additional time that the Kiowa material storage yard is in use by the Company, the County shall periodically inspect the travel routes used by the Company as identified in this Agreement and record any damage or road degradation
- d. Once the Company and the County have determined that the Project is complete in Elbert County, the County Roads used by the Company as identified in this Agreement shall be videotaped by the County. Road damages and road degradation shall be identified and the level of Company responsibility related to road damages and road degradation shall be determined and agreed upon by the County and the Company. Road restoration means and methods shall be determined and agreed upon by the County and Company.

8. Description of County Roads.

- a. The following is a fair and correct description of the normal use and condition of County Roads to be used hereunder:
 - i. County Roads are gravel and paved roads.
 - ii. County Roads are generally 24 feet to 32 feet in width.
- b. The Company will be responsible for all costs required to repair road damages in excess of Normal Maintenance of the County Roads when used by the Company or by its Contracting Companies for the conduct of its operations. Normal Maintenance of County Roads as carried out by County includes but is not limited to the following:
 - i. Pothole patching is completed throughout the asphalt production season.
 - ii. Grading is performed on a routine schedule based upon traffic loads and surface conditions. Typical road grading occurs on a weekly or bi-weekly basis.
 - iii. Shoulder maintenance is performed on a routine schedule, based primarily on weather conditions. Typical shoulder maintenance occurs two to three times per year
 - iv. Ditch cleaning is done as necessary, usually due to storm conditions or gradual sediment build-up.
 - v. Culvert replacement is performed as pipes wear out or are damaged.
 - vi. Culvert flushing is only necessary when pipes are plugged, which is typically due to heavy storm run-off.
 - vii. Gravel top coating is applied throughout the year as necessary.
 - viii. Asphalt-paved surfaces are maintained, as necessary with maintenance activities that include, but are not limited to pothole patching, crack sealing, and pavement failure remove and replace.
 - ix. Roads are cleared of snow (snow plowing) throughout the winter months as needed. Salt sand is applied to the roads as an anti-skid material where needed.
- c. Examples of Road Damage include but are not limited to the following:
 - i. Potholes or wheel-depressed areas after the roads have been maintained or graded.
 - ii. Damage to shoulders due to heavy vehicles running off the edge of the road.

- iii. Damage to ditches due to heavy vehicles squeezing the ditches closed by running on the shoulders of the road.
- iv. Damage to culverts crushed by heavy hauling activities or being "plugged" by sediment from closed ditches.
- v. Damage to road surface causing the re-cycling of the surface for the purpose of proper roadway drainage.
- vi. Damage to the existing base by heavy traffic.
- vii. Appropriate topping the road with driving surface aggregate after the road has been recycled or re-graded to restore a proper road profile.

9. **County Road Use Deviations and Restrictions.**

- a. If it becomes necessary by either party to change a route of travel, the other party shall be notified in writing as soon as possible.
- b. The County reserves the right to determine the hours during which vehicles and equipment may be moved on County Roads covered by this Agreement, and may temporarily suspend approvals under this Agreement if, in the opinion of the County, acting reasonably, the prevailing weather conditions, or emergencies warrant such suspension.

10. **Emergencies.**

The County may, in emergency situations, and acting reasonably, and without giving any notice to the Company as required elsewhere in this Agreement, take immediate and all action necessary to complete repairs to County Roads that the County deems necessary for public safety.

11. **Indemnification.**

The Company shall indemnify, release and hold harmless the County and its officers, agents, employees, successors and assignees from any and all actions, proceedings causes of action, claims, demands and/or costs attributable to damages or injuries arising out of or resulting from the intentional acts or negligence of the Company relating to the performance under this Agreement by the Company, its employees, agents, contractors or subcontractors, or its Contracting Companies, but such indemnity shall not apply to the intentional acts or negligence of the County, its officers, agents, employees, successors and assignees.

12. **Force Majeure.**

No party shall be deemed to be in default with respect to non-performance if due to strikes, lockouts, fire, storm, acts of God or terrorists, or any other cause (whether similar or dissimilar to those enumerated) beyond the party's control; but lack of finances shall in no event be deemed to be a cause beyond a party's control.

13. **Assignment.**

Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this Agreement may sell, assign, partially assign or transfer its interest in this Agreement, or any of its rights, duties or obligations hereunder, without the prior written

consent of the other party. Whenever consent or the approval of a party is require herein, such party shall not unreasonably withhold, delay, or deny such consent or approval.

14. **Waivers.**

- a. Failure by either party to this Agreement to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
- b. By entering this Agreement, the County does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.

15. **Successors and Assigns.**

This Agreement shall inure to the benefit of, and be binding upon the County and the Company and their respective successors and permitted assigns.

16. **Severability.**

If any provision of this Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

17. **Choice of Law.**

This Agreement shall be interpreted in accordance with the laws of the State of Colorado, and all obligations of the parties hereto, created by the Agreement are performable in Elbert County, Colorado. Venue of any suit or cause of action under this Agreement shall lie exclusively in Elbert County, Colorado.

18. **Entire Agreement.**

This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

19. **Modification.**

This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

20. **Notices.**

All notices required to be given under the terms of this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

Elbert County: Ed Ehmann, Director of Public Works
 218 Cheyenne Street
 P.O. Box 116
 Kiowa, Colorado 80117
 Email: ed.ehmann@elbertcounty-co.gov

HAAS #1-29:T7S-R62W: SECTION 29: NW/4SE/4

Comanche Creek Rd

Hwy 86

EXHIBIT 1
Agave - Haas # 1-29
T7S, R62W, Section 29
Elbert County, CO



Exhibit 2



AGAVE OIL & GAS ESTIMATED VEHICLE TRIP COUNT (PER WELL)

Vehicle Type		Load Weight ¹	Number of Vehicles	Number of Trips per vehicle ²	Total Trips ³	Notes
WELL PAD CONSTRUCTION PHASE					46	TOTAL TRIPS THIS PHASE
Dozer	in loaded, out loaded	80,000	1	2	2	
Motor Grader	in loaded, out loaded	70,000	1	2	2	
Backhoe	in loaded, out loaded	45,000	1	2	2	
Tandem End Dump	in loaded	54,000	5	2	10	Hauling gravel, if necessary
Tandem End Dump	out empty	24,000	5	2	10	Hauling gravel, if necessary
Supervisor pickups		6,500	4	5	20	
DRILLING RIG MOB & DEMOB					116	TOTAL TRIPS THIS PHASE
Suction Pit	in loaded, out loaded	75,000	1	2	2	
Shale Shaker Pit	in loaded, out loaded	75,000	1	2	2	
Substructure	in loaded, out loaded	75,000	1	2	2	
Rig Carrier	in loaded, out loaded	92,000	1	2	2	
Derrick, blocks, drilling line	in loaded, out loaded	65,000	1	2	2	
Top Doghouse/Water tank	in loaded, out loaded	70,000	1	2	2	
Bottom Doghouse	in loaded, out loaded	65,000	1	2	2	
Generator House	in loaded, out loaded	60,000	1	2	2	
Fuel Tank	in loaded, out loaded	30,000	1	2	2	
Catwalks & pipe racks	in loaded, out loaded	50,000	1	2	2	
Junk Basket	in loaded, out loaded	50,000	1	2	2	
#1 Mud Pump	in loaded, out loaded	80,000	1	2	2	
#2 Mud Pump	in loaded, out loaded	90,000	1	2	2	
9000' 4" pipe and 21 collars	in loaded, out loaded	75,000	3	2	6	
Loader w/ Bucket-Forks	in loaded, out loaded	60,000	1	2	2	
#2 Light Plant	in loaded, out loaded	60,000	1	2	2	
Premix Tank	in loaded, out loaded	45,000	1	2	2	
Trash Basket	in loaded, out loaded	10,000	1	2	2	
Accommodations Trailers	in loaded, out loaded	32,000	3	2	6	
Septic/Fresh water system	in loaded, out loaded	15,000	1	2	2	
PortaPotties	in loaded, out loaded	12,000	1	2	2	
Mobilization crew pickups		6,500	6	4	24	
Mobilization: Haul trucks	out empty	30,000	21	1	21	
Demobilization: Haul trucks	in empty	30,000	21	1	21	
DRILLING PHASE					277	TOTAL TRIPS THIS PHASE
Water truck - 120 bbl Semi	in loaded	75,000	1	40	40	
Water truck - 120 bbl Semi	out empty	30,000	1	40	40	
Fuel truck - Tandem	in loaded	50,000	1	2	2	
Fuel truck - Tandem	out empty	20,000	1	2	2	
Cuttings haul truck - Tandem	out loaded	54,000	1	45	45	
Cuttings haul truck - Tandem	in empty	24,000	1	45	45	
Drilling Fluid Chemicals - Tandem	in loaded	54,000	1	2	2	
Drilling Fluid Chemicals - Tandem	out empty	24,000	1	2	2	
Crew Vehicle		6,500	2	16	32	
Supervisor Vehicle		6,500	2	16	32	
Potable water	in loaded, out empty	20,000	1	3	3	
Septic		20,000	1	4	4	
Logging truck		45,000	1	2	2	
Drill stem tester		45,000	1	2	2	
Core equipment		45,000	1	2	2	
Surface Casing pipe trucks	in loaded	75,000	1	1	1	
Surface Casing pipe trucks	out empty	30,000	1	1	1	
Production Casing pipe trucks	in loaded	75,000	3	1	3	
Production Casing pipe trucks	out empty	30,000	3	1	3	





AGAVE OIL & GAS ESTIMATED VEHICLE TRIP COUNT (PER WELL)

Vehicle Type		Load Weight ¹	Number of Vehicles	Number of Trips per vehicle ²	Total Trips ³	Notes
Surface Casing Cement pickup		6,500	1	2	2	
Surface Casing Cement pump truck		75,000	1	2	2	
Surface Casing Cement bulk truck	in loaded	75,000	1	1	1	
Surface Casing Cement bulk truck	out empty	30,000	1	1	1	
Production Casing Cement pickup		6,500	1	2	2	
Production Casing Cement pump truck		75,000	1	2	2	
Production Casing Cement bulk trucks	in loaded	75,000	2	1	2	
Production Casing Cement bulk trucks	out empty	30,000	2	1	2	
COMPLETION PHASE					36	TOTAL TRIPS THIS PHASE
Completion Rig		90,000	1	2	2	
Breakdown Truck		50,000	1	2	2	
Supervisor pickups		6,500	2	6	12	
Crew pickups		6,500	1	12	12	
Tubing trucks	in loaded	75,000	1	1	1	
Tubing trucks	out empty	30,000	1	1	1	
Sucker Rod delivery truck	in loaded	35,000	1	1	1	
Sucker Rod delivery truck	out empty	15,000	1	1	1	
Pumping Unit delivery	in loaded	75,000	2	1	2	
Pumping Unit delivery	out empty	30,000	2	1	2	
STIMULATION PHASE					124	TOTAL TRIPS THIS PHASE
Downhole blender		75,000	1	2	2	
Pre-gel blender		75,000	1	2	2	
Pump trucks		75,000	4	2	8	
Iron truck		54,000	1	2	2	
Control Van		50,000	1	2	2	
Chemical truck	in loaded	50,000	1	1	1	
Chemical truck	out empty	20,000	1	1	1	
Supervisor Pickups		6,500	6	2	12	
Fuel truck	in loaded	50,000	1	1	1	
Fuel truck	out empty	30,000	1	1	1	
Gel truck	in loaded	75,000	1	1	1	
Gel truck	out empty	30,000	1	1	1	
Sand trucks	in loaded	75,000	5	1	5	
Sand trucks	out empty	25,000	5	1	5	
Water truck - 120 bbl Semi	in loaded	75,000	1	30	30	
Water truck - 120 bbl Semi	out empty	30,000	1	30	30	
Water storage tank delivery trucks	in & out loaded	45,000	1	10	10	
Water storage tank delivery trucks	in & out empty	25,000	1	10	10	
TANK BATTERY CONSTRUCTION PHASE					32	TOTAL TRIPS THIS PHASE
Backhoe		45,000	1	2	2	
Tool truck		45,000	1	12	12	
Equipment delivery - tanks	in loaded	45,000	2	1	2	
Equipment delivery - treater	in loaded	45,000	1	1	1	
Haul trucks	out empty	25,000	3	1	3	
Supervisor Pickups		6,500	2	6	12	
PRODUCTION PHASE FIRST YEAR					938	TOTAL TRIPS THIS PHASE
Pumper gauger pickup		6,500	1	730	730	





AGAVE OIL & GAS ESTIMATED VEHICLE TRIP COUNT (PER WELL)

Vehicle Type		Load Weight ¹	Number of Vehicles	Number of Trips per vehicle ²	Total Trips ³	Notes
Oil haul truck	out loaded	85,000	1	52	52	one load per week
Oil haul truck	in empty	25,000	1	52	52	one load per week
Water haul truck	out loaded	75,000	1	52	52	one load per week
Water haul truck	in empty	30,000	1	52	52	one load per week
PRODUCTION PHASE NEXT 19 YEARS					14782	TOTAL TRIPS THIS PHASE
Pumper gauger pickup		6,500	1	13870	13870	
Oil haul truck	out loaded	85,000	228	1	228	one load per month
Oil haul truck	in empty	25,000	228	1	228	one load per month
Water haul truck	out loaded	75,000	228	1	228	one load per month
Water haul truck	in empty	30,000	228	1	228	one load per month
WELL ABANDONMENT (after 20 years typical)					48	TOTAL TRIPS THIS PHASE
Completion Rig		90,000	1	2	2	
Supervisor pickups		6,500	4	6	24	
Crew pickups		6,500	1	6	6	
Tubing trucks	out loaded	75,000	1	1	1	
Tubing trucks	in empty	30,000	1	1	1	
Sucker Rod delivery truck	out loaded	35,000	1	1	1	
Sucker Rod delivery truck	in empty	15,000	1	1	1	
Pumping Unit delivery	out loaded	75,000	2	1	2	
Pumping Unit delivery	in empty	30,000	2	1	2	
Surface Casing Cement pickup		6,500	1	2	2	
Surface Casing Cement pump truck		75,000	1	2	2	
Surface Casing Cement bulk truck	in loaded	75,000	1	1	1	
Surface Casing Cement bulk truck	out empty	30,000	1	1	1	
Wireline truck		45,000	1	2		
Water truck - 120 bbl Semi	in loaded	75,000	1	1	1	
Water truck - 120 bbl Semi	out empty	30,000	1	1	1	

¹ All load weights include haul trucks, if applicable

² A trip is defined as one-way event, ie one vehicle going to the well will be counted as two trips, 1 in & 1 out

³ Total trips for each phase, not trips per day



18.0 WASTE MANAGEMENT PLAN

Typical wastes generated at the Agave project sites include trash, sanitary waste, maintenance lubricants/liquids, produced water, drill cuttings, flow-back wastes, and pressed sludge. BMPs are designed to prevent on-site waste from entering surface waters and will be clearly labeled on the specific stormwater site map.

All trash is stored in dumpsters designed to prevent the wind from carrying it offsite. Dumpsters are routinely emptied by a dedicated contractor to reduce the amount of solid waste stored on site. All trash is removed from the site and disposed of at a properly licensed facility.

Portable facilities are anchored to prevent them from tipping over. These facilities are emptied and maintained by a dedicated contractor on an as-needed basis. All wastes from portable facilities are disposed of at a properly licensed facility. During stormwater inspections, portable facilities are checked for leaks and presence of anchoring devices. A copy of the sanitary waste management contract will be submitted prior to commencement of construction activity.

All routine maintenance lubricants/liquids (used or unused) are kept in labeled containers and in secondary containment. Used lubricants/liquids are removed from the site and disposed of at the proper licensed facilities.

Produced water will be conveyed to storage tanks and then transferred from the site to the proper disposal facilities. Flow-back wastes will be disposed of offsite at a properly licensed facility. The water-based bentonitic drilling fluids will be disposed of in compliance with COGCC Rule 907 d.(3)A through a process of drying and burial in a pit located on site.

Decisions regarding unexpected wastes will be handled by the Field Supervisor. No wastes will be purposely released to surface waters or on the ground within Elbert County.

All waste from materials imported to the construction site are removed for disposal/recycling to an appropriate licensed disposal/recycling facility, including sanitary sewage facilities (typically portable). No wastes of imported materials are dumped or purposely discharged to waters of the state.



19.0 WEED MANAGEMENT AND REVEGETATION PLAN

Unless otherwise directed by the landowner or a jurisdictional authority, rocks, cut vegetation, and other surface material temporarily stockpiled during construction are redistributed as backfill on the project area and blended into the natural landscape. The segregated topsoil is then spread evenly across the reclaimed areas to promote vegetation growth.

Once all topsoil has been distributed across the site, seed will be evenly applied via drill seeding or broadcast seeding methods. All reclaimed areas, except areas needed for production, will be seeded using seed mixes appropriate to the location. All areas needed for production will be stabilized. The Elbert County Public Works Department will be contacted at 303-621-3157 or the Natural Resources Conservation Service office at 719-541-2358 in order to obtain an appropriate seed mix for each specific site location unless landowners and/or agencies request alternate seed mixes. Seed mixes will be planted in the amount specified in pounds of pure live seed per acre. No weeds, noxious or otherwise, will be in the seed mix.

Re-vegetation is accomplished as soon as practical following the preparation of a site for final stabilization. Seeding will be done when seasonal or weather conditions are most favorable according to schedules identified by the jurisdictional authority or reclamation specialist. Whenever possible, seeding is timed to take advantage of moisture, such as early spring or late fall. Seed mixes are evenly and uniformly planted over the disturbed area.

On terrain where drill seeding is appropriate, seed may be planted using a drill equipped with a depth regulator to ensure proper depth of planting. Drilling will be used where topography and soil conditions allow operation of equipment to meet the seeding requirements of the species being planted. Crimped straw or mulch will be applied to provide temporary erosion control. Steeper areas will be broadcast seeded at double the recommended application rate. These steeper seeded areas are then covered with hydraulically applied mulch or erosion control blankets, when practical.

If necessary on steeper areas or areas of concentrated surface flow, erosion control blanket and turf reinforcement matting will be employed to help facilitate vegetative growth.

According to the CDPHE COR030000 Permit, "Final stabilization is reached when all ground surface disturbing activities at the site have been completed, and uniform vegetative cover has been established with an individual plant density of at least 70 percent of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed."

A special condition exists for oil and gas sites regarding final stabilization. According to the CDPHE Stormwater Fact Sheet dated July 2007:

"Areas developed as stabilized unpaved surfaces as needed for operation of the facility after interim reclamation also qualify as "finally stabilized." The term "stabilized unpaved surfaces" includes dirt road surfaces and the portions of the well pad surfaces that cannot be revegetated due to operational necessity, but does not include slopes, ditches and other areas where revegetation is



necessary. Stabilized unpaved surfaces must be prepared in such a way as to minimize erosion, such as preventing rill erosion on pad surfaces or roads.”

Sites within the Agave project area which have reached final stabilization are visited by various Agave staff for routine equipment inspections or other production and operations activities. During these routine activities, stormwater issues are observed and communicated to the Stormwater Management Plan team. Permanent BMPs such as culverts and associated BMPs along road sites are maintained by the applicant and/or their contractor(s) during routine road maintenance.



20.0 FIRE PROTECTION AND SAFETY AGREEMENT

See the attached *Fire Protection and Safety Agreement Regarding Oil and Gas Operations in Elbert County*.



Fire Protection and Safety Agreement Regarding Oil and Gas Operations in Elbert County

This Fire Protection and Safety Agreement Regarding Oil and Gas Operations in Elbert County ("**Agreement**"), effective this 11th day of June, 2014 ("**Effective Date**") is entered into by and between Kiowa Fire Protection District ("**Fire District**") and Agave Oil & Gas, LLC ("**Operator**"). The Fire District and the Operator are referred to collectively as the "**Parties**" and individually as a "**Party**".

I. Recitals

A. The Operator currently owns, and in the future may own additional, oil and gas leaseholds and/or mineral interests within the boundaries of Elbert County and the Fire District. The Operator desires to drill wells, construct facilities and take other actions to develop such current and future oil and gas leaseholds and/or mineral interests; and,

B. The Parties desire to enter into this Agreement to provide for a balanced, cooperative approach to the Operator's oil and gas development that is protective of human health, safety and welfare, as well as the environment and property.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties agree as follows:

II. Agreement

1. Emergency Response and Spill Protection/Clean-Up Plan. At least 30 calendar days before commencing construction of any facilities or commencing drilling of any well, whichever is earlier, the Operator shall provide the Fire District with an Emergency Response and Spill Protection/Clean-Up Plan ("**Plan**"), which shall, at a minimum, contain:

a. The name, address, and phone number (including 24-hour emergency numbers) for at least two persons responsible for Operator's emergency field operations;

b. A written response plan for any potential emergencies that may be associated with the construction, drilling, completion, or operation of the facilities. The response plan shall include, but not be limited to: explosions; fires; gas; chemicals; water pipeline leaks or ruptures; spills; hydrogen sulfide or other toxic gas emissions; or, hazardous material vehicle accidents;

c. An as-built facilities map showing the name, location, and description of all minor facilities, including the size, type, and contents of all pipelines and tanks. The Fire District shall maintain the as-built facilities map as confidential information pursuant to C.R.S. § 24-72-204(3)(a)(IV), and shall not disclose it to the public, except as required by law or as necessary in an emergency;

d. A provision for the Operator to provide training, equipment and materials for the Fire District's fire and medical personnel; and

e. Copies of all applicable State and Federal permits (or applications in process for the same) needed for the proposed facilities, including Colorado Oil and Gas Conservation Commission Forms 1, 2 & 2A, as may be amended.

2. Operational Permitting Requirements (2006 International Fire Code, Section 105).

a. Where flammable and combustible liquids are produced, processed, transported, stored, dispensed, or used, an annual operational permit shall be obtained from the Fire District in accordance with the International Fire Code then in force within the Fire District and Elbert County. This permit includes a Hazardous Material Management Plan (HMMP) and Hazardous Material Inventory Statement (HMIS). Operator acknowledges that separate operational permit shall be obtained from each fire protection district within which the Operator intends to drill a well(s) and that operational permit fees may vary by fire protection district. The Operator shall be responsible for applying to the appropriate fire protection district(s) for the necessary operational permit(s).

b. If a special use permit is required, the Fire District shall be a referral agency. The provisions of this Agreement shall be included in the conditions of any special use permit issued.

3. Access Requirements (2006 International Fire Code, Section 503.2.1).

a. An unobstructed twenty (20) foot all weather surface to the tank batteries. The access road shall be constructed and maintained in a manner to permit the ingress and egress for fire and emergency response.

b. Limited apparatus access as approved by the Fire District to well heads, well pads, combustion equipment, and pits.

c. Where the well head/tank battery is in excess of one hundred fifty feet from the ingress point to the access road, the access road to the well head/tank battery shall be constructed of a durable surface that will support any Fire District equipment reasonably expected to access the well head/tank battery. The durable surface may be composed of gravel, crushed stone, crushed concrete, slag crushed brick, asphalt, concrete or other material, as approved by the Fire District.

d. Where the access road is in excess of one hundred fifty feet in length, turnaround areas shall be located as practical based on the existing site conditions (topography, land use, forest cover, and natural drainage -perennial/intermittent streams). Turnarounds may be required before any natural drainage area not having a constructed crossing sufficient to handle Fire District equipment reasonably expected to access the site.

4. Safety and Security Requirements (NFPA 30, Section 21.7.2.2). If deemed necessary by the Fire District due to the facility location, security fencing around permanent tank battery and site facilities will be required. Truck loading area and valves may be located outside of the fence. When required, security fencing shall be six foot in height, constructed of chain link, and topped by three strands of barbed wire, or the equivalent, as approved by the Fire District.

5. Labeling and Signage (2006 International Fire Code, Section 3403.5). Warning Signs shall be of durable material and affixed to fencing around battery tank sites. Signs warning of the hazard of flammable liquids shall have white lettering on a red background and shall read: "DANGER – FLAMMABLE LIQUIDS". Letters shall not be less than 3 inches in height and 1/2 inch in stroke.

6. Fire Safety and Protection.

a. If the facilities are located in a wildfire hazard area, the fire mitigation plan shall include detailed information as to fuel location, hazardous materials and proposed methods of fire suppression, including the use of foam. The Operator shall comply with the Fire District's requirements (if any) to mitigate any fire hazards at the facilities.

b. The Operator shall comply with any state and local fire restrictions applicable to the property upon which the facilities are located. If there is an Elbert County burn ban, the Operator shall have no open flames without the Fire District's prior written approval.

c. The Operator shall reimburse the Fire District and any Mutual Aid Districts, at their current rates, for all costs of responding to and fighting any fire and/or emergency situation requiring the presence of the Fire District and/or a Mutual Aid District(s).

7. Modifications; Alternative Materials and Methods. If the Operator establishes to the Fire District's satisfaction that practical difficulties prevent the Operator from complying with a specific requirement of this Agreement, or if the Operator proposes an alternative material or method of construction, and the Fire District determines that a proposed modification, or alternative material or method of construction, will meet the intent and purpose of this Agreement and the International Fire Code then in force within the Fire District and Elbert County, the Fire District may authorize the modification, or alternative material or method of construction; provided that any such authorized modification, or alternative material or method of construction, shall be in writing and signed by the Fire District and the Operator.

8. Applicability. This Agreement applies to all facilities and wells for which the Operator commences construction or drilling after the Effective Date, except that this Agreement shall also apply to modifications are made to an existing facility or well in accordance with Elbert County Zoning Regulations.

9. Term. This Agreement is effective upon the Effective Date and shall remain in effect so long as operations are conducted and through well abandonment.

10. Definitions. Except as defined herein, all terms shall be interpreted according to the International Fire Code.

11. Notices. All notices and other correspondence related to this Agreement shall be in writing and shall be delivered by certified mail with return receipt. A Party may change its designated representative for notice purposes at any time by sending written notice to the other Party in accordance with this paragraph. The Parties' initial representatives are as follows:

Fire District Information: **Kiowa Fire Protection District**

Physical Address: **403 County Road 45**

Mailing Address: **"same"**

City, State, Zip: **Kiowa, Colorado 80107**

Attn: _____

Phone: **(303) 621-2233**

Fax: _____

Email: _____

Operator Information: Agave Oil & Gas, LLC
Physical Address: 512 Main Street, Suite 600
Mailing Address: "Same"
City, State, Zip: Fort Worth, Texas 76102
Attn: Rick Henninger
Phone: (817) 870-0026 Cell: (903) 271-0656 Email: rick@agaveoilandgas.com

12. **Default.** If a Party defaults in the performance under this Agreement, the defaulting Party shall have thirty (30) days to cure the default after receipt of written notice of such default from the non-defaulting Party, provided the defaulting Party shall be entitled to a longer cure period if the default cannot reasonably be cured within thirty (30) day period and diligently pursues its completion. If the defaulting Party fails to cure the default within the applicable cure period, then the non-defaulting Party shall have the right to immediately terminate this Agreement upon written notice to the defaulting Party. If the Agreement is terminated, due to failure to cure the default, the Fire District shall report such default to Elbert County for their review of their Agreement with the Operator. Such a default may, at the discretion of Elbert County, cause revocation of the Operator's permit.

13. **Recording.** The Operator shall cause a copy of this Agreement to be filed in the real property records of the Elbert County Clerk and Recorder and shall submit a recorded copy of this Agreement to the Fire District within 30 calendar days of the Effective Date.

14. **Additional Terms.** Colorado law governs this Agreement. Jurisdiction and venue lie exclusively in the Elbert County District Court. This Agreement constitutes the entire Agreement between the Parties, and supersedes all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long it may continue, shall not be construed as an amendment of this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by original signature, or facsimile or electronic PDF copy, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized representative on the day and year first above written.

Fire District: KIOWA FIRE PROTECTION DISTRICT

Operator: AGAVE OIL & GAS, LLC


(signature)


(signature)

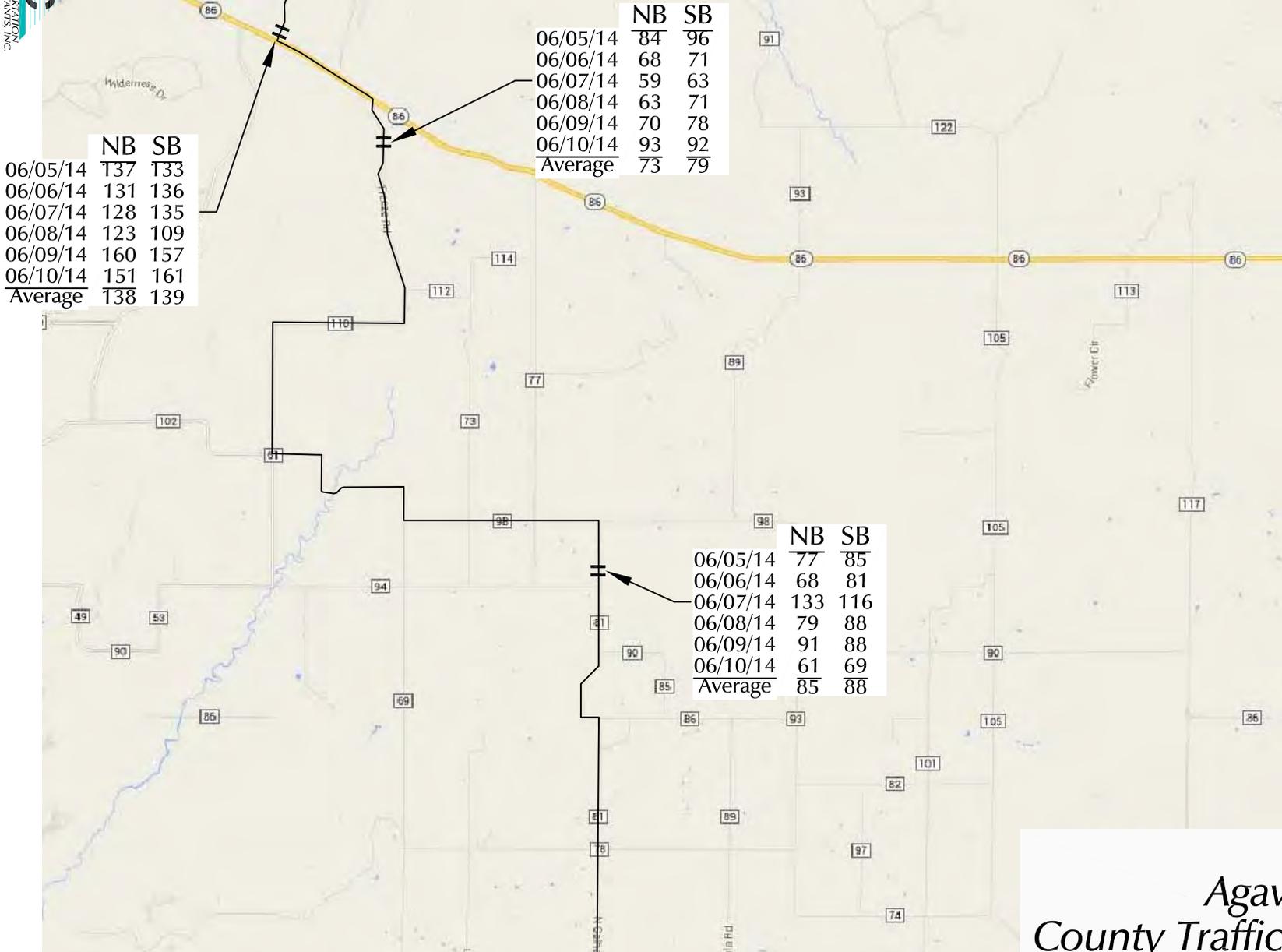
Printed name: JAMES H. JERRARD
Title: Chairman of the Board
Date: 7-3-14

Printed name: Richard L. Henninger
Title: V.P. Operations
Date: 6-11-14

21.0 TRAFFIC REPORT AND CONTROL PLAN

See the attached traffic study (LSC Transportation Consultants, Inc., June, 2014).





	NB	SB
06/05/14	T37	T33
06/06/14	131	136
06/07/14	128	135
06/08/14	123	109
06/09/14	160	157
06/10/14	151	161
Average	T38	139

	NB	SB
06/05/14	84	96
06/06/14	68	71
06/07/14	59	63
06/08/14	63	71
06/09/14	70	78
06/10/14	93	92
Average	73	79

	NB	SB
06/05/14	77	85
06/06/14	68	81
06/07/14	133	116
06/08/14	79	88
06/09/14	91	88
06/10/14	61	69
Average	85	88

North Arrow
Approximate Scale
Scale: 1"=12,000'

Figure 1
**Agave Elbert
County Traffic Counts**
(LSC # 140530)

COUNTER MEASURES INC.

Location: COMANCHE CREEK RD N/O SH-86
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 NB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060422

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/05/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	2	0	0	1	0	0	0	0	0	0	0	0	0	3
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	1	0	0	3	0	0	1	0	0	0	0	0	0	5
08:00	0	1	3	0	2	0	0	0	0	0	0	0	0	0	6
09:00	0	0	3	0	3	0	0	0	0	0	0	0	0	0	6
10:00	0	3	0	0	0	0	0	0	0	0	0	0	0	0	6
11:00	0	4	0	0	3	0	0	0	0	0	0	0	0	0	7
12 PM	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3
13:00	0	4	0	0	2	0	0	0	0	0	0	0	0	0	6
14:00	0	8	3	0	1	0	0	0	0	0	0	0	0	0	12
15:00	0	5	3	0	2	0	0	1	0	0	0	0	0	0	11
16:00	0	4	2	0	4	0	0	0	0	0	0	0	0	0	10
17:00	0	7	3	0	7	0	0	0	0	0	0	0	0	0	17
18:00	0	14	4	0	4	0	0	0	0	0	0	0	0	0	22
19:00	0	8	1	0	0	0	0	0	0	0	0	0	0	0	9
20:00	0	2	0	0	2	0	0	0	0	0	0	0	0	0	4
21:00	0	4	0	0	2	0	0	1	0	0	0	0	0	0	7
22:00	0	3	0	0	1	0	0	0	0	0	0	0	0	0	4
23:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
Total	0	73	23	0	38	0	0	3	0	0	0	0	0	0	137
Percent	0.0%	53.3%	16.8%	0.0%	27.7%	0.0%	0.0%	2.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		11:00	08:00		07:00			07:00							
Vol.		4	3		3			1							
PM Peak		18:00	18:00		17:00			15:00							
Vol.		14	4		7			1							

COUNTER MEASURES INC.

Location: COMANCHE CREEK RD N/O SH-86

City:

County: ELBERT

Direction: NORTHBOUND-SOUTHBOUND

1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 060422

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06/06/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2
07:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
08:00	0	3	1	0	2	0	0	0	0	0	0	0	0	0	6
09:00	0	2	2	0	2	0	0	0	0	0	0	0	0	0	6
10:00	0	0	2	0	3	0	0	0	0	0	0	0	0	0	6
11:00	0	3	3	0	1	0	0	0	0	0	0	0	0	0	5
12 PM	0	3	1	0	2	0	0	0	0	0	0	0	0	0	6
13:00	1	6	3	0	3	0	0	0	0	0	0	0	0	0	13
14:00	0	8	3	0	2	0	0	0	0	0	0	0	0	0	13
15:00	0	6	1	0	2	0	0	0	0	0	0	0	0	0	9
16:00	0	1	1	0	4	0	0	0	0	0	0	0	0	0	6
17:00	0	4	2	0	2	0	0	0	0	0	0	0	0	0	8
18:00	0	7	3	0	3	0	0	0	0	0	0	0	0	0	13
19:00	0	8	1	0	3	0	0	1	0	0	0	0	0	0	13
20:00	0	3	2	0	1	0	0	0	0	0	0	0	0	0	6
21:00	0	7	2	0	0	0	0	0	0	0	0	0	0	0	9
22:00	0	8	0	0	0	0	0	0	0	0	0	0	0	0	8
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	69	28	0	32	0	0	1	0	0	0	0	0	0	131
Percent	0.8%	52.7%	21.4%	0.0%	24.4%	0.0%	0.0%	0.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		08:00	11:00		10:00										
Vol.		3	3		3										
PM Peak	13:00	14:00	13:00		16:00			19:00							
Vol.	1	8	3		4			1							

COUNTER MEASURES INC.

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06/07/14	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
01:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
07:00	0	2	1	0	1	0	0	0	0	0	0	0	0	0	4
08:00	0	6	3	0	4	0	0	0	0	0	0	0	0	0	13
09:00	0	3	2	0	1	0	0	0	0	0	0	0	0	0	6
10:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3
11:00	0	4	2	0	2	0	0	0	0	0	0	0	0	0	8
12 PM	0	4	1	0	1	0	0	0	0	0	0	0	0	0	6
13:00	0	3	2	0	0	0	0	0	0	0	0	0	0	0	5
14:00	0	4	1	0	2	0	0	1	0	0	0	0	0	0	8
15:00	0	5	5	0	2	0	0	0	0	0	0	0	0	0	12
16:00	0	3	0	0	1	0	0	1	0	0	0	0	0	0	5
17:00	0	5	3	0	2	0	0	0	0	1	0	0	0	0	11
18:00	0	7	1	0	0	0	0	0	0	0	0	0	0	0	8
19:00	0	8	0	0	3	0	0	1	0	0	0	0	0	0	12
20:00	0	3	4	0	2	0	0	0	0	0	0	0	0	0	9
21:00	0	4	2	0	2	0	0	0	0	0	0	0	0	0	8
22:00	0	2	3	0	1	0	0	0	0	0	0	0	0	0	6
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	66	32	0	26	0	0	3	0	1	0	0	0	0	128
Percent	0.0%	51.6%	25.0%	0.0%	20.3%	0.0%	0.0%	2.3%	0.0%	0.8%	0.0%	0.0%	0.0%	0.0%	
AM Peak		08:00	08:00		08:00										
Vol.		6	3		4										
PM Peak		19:00	15:00		19:00			14:00		17:00					
Vol.		8	5		3			1		1					

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06/08/14	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2
01:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
07:00	0	3	0	0	1	0	0	2	0	0	0	0	0	0	6
08:00	0	3	1	0	4	0	0	1	0	0	0	0	0	0	9
09:00	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3
10:00	0	1	0	0	2	0	0	0	0	0	0	0	0	0	3
11:00	0	5	3	0	0	0	0	0	0	0	0	0	0	0	8
12 PM	0	2	5	0	1	0	0	0	0	0	0	0	0	0	8
13:00	0	9	5	0	4	1	0	2	0	0	0	0	0	0	21
14:00	0	14	1	0	0	0	0	0	0	0	0	0	0	0	15
15:00	1	5	2	0	0	0	0	1	0	0	0	0	0	0	9
16:00	0	3	0	0	1	0	0	0	0	0	0	0	0	0	4
17:00	0	2	4	0	2	0	0	0	0	0	0	0	0	0	8
18:00	0	4	1	0	0	0	0	0	0	0	0	0	0	0	5
19:00	0	3	1	0	0	0	0	0	0	0	0	0	0	0	4
20:00	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	1	3	4	0	1	0	0	1	0	0	0	0	0	0	10
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	63	30	0	20	1	0	7	0	0	0	0	0	0	123
Percent	1.6%	51.2%	24.4%	0.0%	16.3%	0.8%	0.0%	5.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		11:00	11:00		08:00			07:00							
Vol.		5	3		4			2							
PM Peak	15:00	14:00	12:00		13:00	13:00		13:00							
Vol.	1	14	5		4	1		2							

COUNTER MEASURES INC.

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06/09/14	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0
08:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	2
09:00	0	5	4	0	4	0	0	1	0	0	0	0	0	0	3
10:00	0	4	2	0	1	0	0	0	0	0	0	0	0	0	14
11:00	0	1	2	0	4	0	0	0	0	0	0	0	0	0	7
12 PM	0	1	1	0	7	0	0	0	0	0	0	0	0	0	7
13:00	1	3	3	1	4	0	0	0	0	0	0	0	0	0	9
14:00	0	1	3	1	1	0	0	0	0	0	0	0	0	0	12
15:00	0	3	4	0	5	0	0	0	0	0	0	0	0	0	6
16:00	0	10	2	0	4	0	0	1	0	0	0	0	0	0	12
17:00	0	9	2	0	5	0	0	1	0	0	0	0	0	0	17
18:00	0	11	0	0	5	0	0	0	0	0	0	0	0	0	17
19:00	0	13	2	0	2	0	0	0	0	0	0	0	0	0	16
20:00	0	3	0	0	3	0	0	1	0	0	0	0	0	0	17
21:00	0	4	0	0	2	0	0	0	0	0	0	0	0	0	7
22:00	1	3	2	0	0	0	0	0	0	0	0	0	0	0	6
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
Total	2	73	30	2	49	0	0	4	0	0	0	0	0	0	160
Percent	1.3%	45.6%	18.8%	1.3%	30.6%	0.0%	0.0%	2.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		09:00	09:00		09:00			09:00							
Vol.		5	4		4			1							
PM Peak	13:00	19:00	15:00	13:00	12:00			16:00							
Vol.	1	13	4	1	7			1							

COUNTER MEASURES INC.

Location: COMANCHE CREEK RD N/O SH-86
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 NB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060422

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/10/14	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	1	0	4	0	0	0	0	0	0	0	0	0	0
08:00	0	2	2	0	1	0	0	0	0	0	0	0	0	0	5
09:00	0	3	1	0	1	0	0	0	0	0	0	0	0	0	5
10:00	0	3	1	0	2	0	0	1	0	0	0	0	0	0	6
11:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	7
12 PM	0	4	4	0	0	0	0	0	0	0	0	0	0	0	1
13:00	0	2	1	0	3	0	0	1	0	0	0	0	0	0	8
14:00	0	7	4	0	2	1	0	0	0	0	0	0	0	0	7
15:00	0	7	1	0	1	0	0	0	0	0	0	0	0	0	14
16:00	1	12	2	0	1	0	0	1	0	0	0	0	0	0	9
17:00	0	10	7	0	6	0	0	0	0	0	0	0	0	0	17
18:00	0	8	6	0	2	0	0	1	0	0	0	0	0	0	23
19:00	0	13	2	0	1	0	0	0	0	0	0	0	0	0	17
20:00	0	4	1	0	1	0	0	0	0	0	0	0	0	0	16
21:00	0	2	2	0	2	0	0	0	0	0	0	0	0	0	6
22:00	0	0	0	0	0	0	0	2	0	0	0	0	0	0	6
23:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2
Total	1	79	35	0	28	1	0	7	0	0	0	0	0	0	151
Percent	0.7%	52.3%	23.2%	0.0%	18.5%	0.7%	0.0%	4.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		09:00	08:00		07:00			09:00							
Vol.		3	2		4			1							
PM Peak	16:00	19:00	17:00		17:00	14:00		22:00							
Vol.	1	13	7		6	1		2							
Grand Total	6	423	178	2	193	2	0	25	0	1	0	0	0	0	830
Percent	0.7%	51.0%	21.4%	0.2%	23.3%	0.2%	0.0%	3.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	

COUNTER MEASURES INC.

Location: COMANCHE CREEK RD N/O SH-86

City:

County: ELBERT

Direction: NORTHBOUND-SOUTHBOUND

SB

1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 060422

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/05/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
05:00	0	1	3	0	1	0	0	0	0	0	0	0	0	0	5
06:00	0	8	6	0	1	0	0	0	0	0	0	0	0	0	15
07:00	0	9	3	0	3	0	0	1	0	0	0	0	0	0	16
08:00	1	6	3	0	2	0	0	0	0	0	0	0	0	0	12
09:00	0	6	4	0	2	0	0	0	0	0	0	0	0	0	12
10:00	0	7	3	0	2	0	0	0	0	0	0	0	0	0	12
11:00	0	4	1	0	1	0	0	0	0	0	0	0	0	0	6
12 PM	0	5	1	0	0	0	0	0	0	0	0	0	0	0	6
13:00	0	3	3	0	1	0	0	1	0	0	0	0	0	0	8
14:00	0	3	1	0	1	0	0	0	0	0	0	0	0	0	5
15:00	0	3	3	0	1	0	0	1	0	0	0	0	0	0	8
16:00	0	5	2	0	1	0	0	0	0	0	0	0	0	0	8
17:00	0	5	1	0	0	0	0	0	0	0	0	0	0	0	6
18:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
19:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3
20:00	0	0	2	0	1	0	0	0	0	0	0	0	0	0	3
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
23:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
Total	1	71	40	0	18	0	0	3	0	0	0	0	0	0	133
Percent	0.8%	53.4%	30.1%	0.0%	13.5%	0.0%	0.0%	2.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak	08:00	07:00	06:00		07:00			07:00							
Vol.	1	9	6		3			1							
PM Peak		12:00	13:00		13:00			13:00							
Vol.		5	3		1			1							

COUNTER MEASURES INC.

Location: COMANCHE CREEK RD N/O SH-86
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 SB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060422

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/07/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	6	1	0	1	0	0	0	0	1	0	0	0	0	1
07:00	0	5	3	0	1	0	0	1	0	0	0	0	0	0	9
08:00	0	8	5	0	0	0	0	1	0	0	0	0	0	0	10
09:00	0	9	2	0	1	0	0	0	0	0	0	0	0	0	14
10:00	0	9	3	0	0	0	0	1	0	0	0	0	0	0	12
11:00	0	7	6	0	3	0	0	0	0	0	0	0	0	0	13
12 PM	0	4	2	0	0	0	0	0	0	0	0	0	0	0	16
13:00	0	4	8	0	1	0	0	0	0	0	0	0	0	0	6
14:00	0	3	3	0	1	0	0	0	0	0	0	0	0	0	13
15:00	0	4	1	0	0	0	0	0	0	0	0	0	0	0	7
16:00	0	6	1	0	1	0	0	0	0	0	0	0	0	0	5
17:00	0	5	3	0	0	0	0	0	0	0	0	0	0	0	8
18:00	0	4	0	0	0	0	0	0	0	0	0	0	0	0	8
19:00	0	3	1	0	1	0	0	0	0	0	0	0	0	0	4
20:00	0	1	1	0	0	0	0	1	0	0	0	0	0	0	5
21:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	3
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	79	41	0	10	0	0	4	0	1	0	0	0	0	135
Percent	0.0%	58.5%	30.4%	0.0%	7.4%	0.0%	0.0%	3.0%	0.0%	0.7%	0.0%	0.0%	0.0%	0.0%	
AM Peak		09:00	11:00		11:00			07:00		06:00					
Vol.		9	6		3			1		1					
PM Peak		16:00	13:00		13:00			20:00							
Vol.		6	8		1			1							

COUNTER MEASURES INC.

Location: COMANCHE CREEK RD N/O SH-86
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 SB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060422

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/08/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
07:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
08:00	0	11	2	0	1	0	0	0	0	0	0	0	0	0	2
09:00	0	13	1	0	1	0	0	0	0	0	0	0	0	0	14
10:00	0	10	4	0	0	0	0	0	0	0	0	0	0	0	15
11:00	0	5	2	0	1	0	0	3	0	0	0	0	0	0	14
12 PM	0	8	6	0	1	0	0	0	0	0	0	0	0	0	11
13:00	0	5	4	0	1	0	0	3	0	0	0	0	0	0	15
14:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	13
15:00	0	3	0	0	0	0	0	1	0	0	0	0	0	0	3
16:00	0	0	2	0	1	0	0	0	0	0	0	0	0	0	4
17:00	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
18:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	3
19:00	0	1	0	0	1	0	0	1	0	0	0	0	0	0	2
20:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	3
21:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
23:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	67	25	0	9	0	0	8	0	0	0	0	0	0	109
Percent	0.0%	61.5%	22.9%	0.0%	8.3%	0.0%	0.0%	7.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		09:00	10:00		08:00			11:00							
Vol.		13	4		1			3							
PM Peak		12:00	12:00		12:00			13:00							
Vol.		8	6		1			3							

COUNTER MEASURES INC.

Location: COMANCHE CREEK RD N/O SH-86

City:

County: ELBERT

Direction: NORTHBOUND-SOUTHBOUND

1889 YORK STREET

DENVER, COLORADO 80206

303-333-7409

Site Code: 060422

SB

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/09/14	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3
05:00	0	1	1	0	2	0	0	0	0	0	0	0	0	0	4
06:00	0	11	1	0	2	0	0	0	0	0	0	0	0	0	14
07:00	0	7	5	0	1	0	0	0	0	0	0	0	0	0	13
08:00	0	6	2	0	2	0	0	0	0	0	0	0	0	0	10
09:00	1	8	1	0	5	0	0	1	0	0	0	0	0	0	16
10:00	0	6	2	0	2	0	0	1	0	0	0	0	0	0	11
11:00	0	4	7	0	3	0	0	0	0	0	0	0	0	0	14
12 PM	0	5	3	0	1	0	0	0	0	0	0	0	0	0	9
13:00	0	2	1	0	2	0	0	0	0	0	0	0	0	0	5
14:00	0	3	3	0	2	0	0	0	0	0	0	0	0	0	8
15:00	0	5	1	1	1	0	0	0	1	0	0	0	0	0	9
16:00	0	3	2	0	1	0	0	1	0	0	0	0	0	0	7
17:00	0	5	4	0	1	0	0	1	0	0	0	0	0	0	11
18:00	0	7	2	0	2	0	0	0	0	0	0	0	0	0	11
19:00	0	3	0	0	1	0	0	1	0	0	0	0	0	0	5
20:00	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2
21:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	80	39	1	30	0	0	5	1	0	0	0	0	0	157
Percent	0.6%	51.0%	24.8%	0.6%	19.1%	0.0%	0.0%	3.2%	0.6%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak	09:00	06:00	11:00		09:00			09:00							
Vol.	1	11	7		5			1							
PM Peak		18:00	17:00	15:00	13:00			16:00	15:00						
Vol.		7	4	1	2			1	1						

COUNTER MEASURES INC.

Location: COMANCHE CREEK RD N/O SH-86
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 SB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060422

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/10/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	1
05:00	0	1	2	0	1	0	0	0	0	0	0	0	0	0	2
06:00	0	12	3	0	0	0	0	0	0	0	0	0	0	0	4
07:00	0	12	3	0	1	0	0	0	0	0	0	0	0	0	15
08:00	0	13	6	0	2	0	0	0	0	0	0	0	0	0	16
09:00	0	13	4	0	1	0	0	0	0	0	0	0	0	0	21
10:00	0	5	5	0	1	0	0	0	0	0	0	0	0	0	18
11:00	0	5	3	0	0	1	0	1	0	0	0	0	0	0	11
12 PM	0	4	2	0	0	0	0	0	0	0	0	0	0	0	10
13:00	0	2	3	0	0	0	0	0	0	0	0	0	0	0	6
14:00	0	7	4	0	2	0	0	2	0	0	0	0	0	0	5
15:00	0	3	1	0	1	0	0	2	0	0	0	0	0	0	15
16:00	0	3	2	0	2	0	0	0	0	0	0	0	0	0	7
17:00	0	5	1	0	0	0	0	1	0	0	0	0	0	0	7
18:00	0	4	1	0	0	0	0	1	0	0	0	0	0	0	7
19:00	0	1	2	0	0	0	0	1	0	0	0	0	0	0	6
20:00	0	3	1	0	1	0	0	0	0	0	0	0	0	0	3
21:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	5
22:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	97	44	0	12	1	0	7	0	0	0	0	0	0	161
Percent	0.0%	60.2%	27.3%	0.0%	7.5%	0.6%	0.0%	4.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		08:00	08:00		08:00	11:00		11:00							
Vol.		13	6		2	1		1							
PM Peak		14:00	14:00		14:00			14:00							
Vol.		7	4		2			2							
Grand Total	2	475	225	1	98	1	0	27	1	1	0	0	0	0	831
Percent	0.2%	57.2%	27.1%	0.1%	11.8%	0.1%	0.0%	3.2%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	

COUNTER MEASURES INC.

Location: FREESE RD S/O SH-86
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 NB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060423

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/05/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	4	2	0	0	0	0	0	0	0	0	0	0	0	6
06:00	0	6	1	0	2	0	0	0	1	0	0	0	0	0	10
07:00	0	2	4	0	1	0	0	1	0	0	0	0	0	0	8
08:00	0	5	4	0	3	0	0	1	0	0	0	0	0	0	13
09:00	0	1	2	0	1	0	0	0	0	0	0	0	0	0	4
10:00	0	1	3	0	2	0	0	0	0	0	0	0	0	0	6
11:00	0	2	1	0	2	0	0	1	0	0	0	0	0	0	6
12 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
13:00	0	3	1	0	1	0	0	2	0	0	0	0	0	0	7
14:00	0	0	3	0	1	0	0	0	0	0	0	0	0	0	4
15:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
16:00	0	2	2	0	0	0	0	0	1	0	0	0	0	0	5
17:00	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
18:00	0	1	0	0	0	0	0	0	1	0	0	0	0	0	2
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	3	0	0	1	0	0	0	0	0	0	0	0	0	4
21:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	36	26	0	14	0	0	5	3	0	0	0	0	0	84
Percent	0.0%	42.9%	31.0%	0.0%	16.7%	0.0%	0.0%	6.0%	3.6%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		06:00	07:00		08:00			07:00	06:00						
Vol.		6	4		3			1	1						
PM Peak		13:00	14:00		13:00			13:00	16:00						
Vol.		3	3		1			2	1						

COUNTER MEASURES INC.

Location: FREESE RD S/O SH-86
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 NB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060423

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/06/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	1	1	0	0	0	0	1	0	0	0	0	0	0	3
06:00	0	3	3	0	0	0	0	0	0	0	0	0	0	0	6
07:00	0	3	2	0	0	0	0	1	0	0	0	0	0	0	6
08:00	0	5	3	0	1	0	0	0	0	0	0	0	0	0	9
09:00	0	1	2	0	1	0	0	2	0	0	0	0	0	0	6
10:00	0	5	1	0	0	0	0	0	0	0	0	0	0	0	6
11:00	0	2	4	0	0	0	0	2	0	0	0	0	0	0	8
12 PM	0	1	5	0	0	0	0	1	0	0	0	0	0	0	7
13:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
14:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3
15:00	0	3	0	0	0	1	0	0	0	0	0	0	0	0	4
16:00	0	3	0	0	1	0	0	0	0	0	0	0	0	0	4
17:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
18:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
20:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
21:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	30	25	0	5	1	0	7	0	0	0	0	0	0	68
Percent	0.0%	44.1%	36.8%	0.0%	7.4%	1.5%	0.0%	10.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		08:00	11:00		08:00			09:00							
Vol.		5	4		1			2							
PM Peak		15:00	12:00		13:00	15:00		12:00							
Vol.		3	5		1	1		1							

COUNTER MEASURES INC.

Location: FREESE RD S/O SH-86
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 Direction: NORTHBOUND-SOUTHBOUND
 NB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060423

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/08/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
06:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
07:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
08:00	0	6	2	0	2	0	0	0	0	0	0	0	0	0	10
09:00	0	3	1	0	1	0	0	0	0	0	0	0	0	0	5
10:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
11:00	0	1	2	0	2	0	0	0	0	0	0	0	0	0	5
12 PM	0	1	2	0	0	0	0	1	0	0	0	0	0	0	4
13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00	0	3	2	0	0	0	0	0	0	0	0	0	0	0	5
15:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
16:00	0	4	3	0	0	0	0	0	0	0	0	0	0	0	7
17:00	0	3	2	0	0	0	0	0	0	0	0	0	0	0	5
18:00	0	4	4	0	1	0	0	0	0	0	0	0	0	0	9
19:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2
20:00	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2
21:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	30	22	0	9	0	0	2	0	0	0	0	0	0	63
Percent	0.0%	47.6%	34.9%	0.0%	14.3%	0.0%	0.0%	3.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak Vol.		08:00	08:00		08:00										
		6	2		2										
PM Peak Vol.		16:00	18:00		19:00			12:00							
		4	4		2			1							

COUNTER MEASURES INC.

Location: FREESE RD S/O SH-86
 City:
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 Direction: NORTHBOUND-SOUTHBOUND
 NB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060423

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/10/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
05:00	0	2	1	0	1	1	0	0	0	0	0	0	0	0	0
06:00	0	6	5	0	1	0	0	0	0	0	0	0	0	0	5
07:00	0	10	1	0	1	0	0	0	0	0	0	0	0	0	12
08:00	0	4	2	0	2	0	0	2	0	0	0	0	0	0	12
09:00	0	2	3	0	1	0	0	0	0	0	0	0	0	0	10
10:00	0	1	1	0	3	0	0	0	0	0	0	0	0	0	6
11:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	5
12 PM	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3
13:00	0	4	3	0	1	0	0	0	0	0	0	0	0	0	3
14:00	0	1	1	0	0	1	0	0	0	0	0	0	0	0	8
15:00	0	4	1	0	0	0	0	0	0	0	0	0	0	0	3
16:00	0	5	2	0	0	0	0	1	0	0	0	0	0	0	5
17:00	0	0	0	0	1	0	0	1	0	0	0	0	0	0	8
18:00	0	2	0	0	1	0	0	0	0	0	0	0	0	0	2
19:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	3
20:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
21:00	0	3	1	0	1	0	0	0	0	0	0	0	0	0	1
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	47	25	0	14	2	0	5	0	0	0	0	0	0	93
Percent	0.0%	50.5%	26.9%	0.0%	15.1%	2.2%	0.0%	5.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		07:00	06:00		10:00	05:00		08:00							
Vol.		10	5		3	1		2							
PM Peak		16:00	13:00		12:00	14:00		16:00							
Vol.		5	3		1	1		1							
Grand Total	0	212	124	2	67	3	0	26	3	0	0	0	0	0	437
Percent	0.0%	48.5%	28.4%	0.5%	15.3%	0.7%	0.0%	5.9%	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%	

COUNTER MEASURES INC.

Location: FREESE RD S/O SH-86
 City:
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 Direction: NORTHBOUND-SOUTHBOUND
 SB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060423

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/05/14	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	2	2	0	0	0	0	0	1	0	0	0	0	0	5
08:00	0	2	2	0	0	0	0	0	4	0	0	0	0	0	8
09:00	0	0	5	0	0	0	0	0	4	0	0	0	0	0	9
10:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
11:00	0	0	3	0	0	0	0	2	4	0	0	0	0	0	9
12 PM	0	0	4	0	1	0	0	0	0	0	0	0	0	0	5
13:00	0	0	0	0	0	0	0	1	2	0	0	0	0	0	3
14:00	0	2	1	0	0	0	0	0	4	0	0	0	0	0	7
15:00	0	0	2	0	2	0	0	1	0	0	0	0	0	0	5
16:00	0	3	0	0	2	0	0	0	0	0	0	0	0	0	5
17:00	0	6	1	0	1	0	0	0	0	0	0	0	0	0	8
18:00	0	9	3	0	0	0	0	0	0	0	0	0	0	0	12
19:00	0	2	3	0	0	0	0	2	0	0	0	0	0	0	7
20:00	0	3	2	0	0	0	0	0	0	0	0	0	0	0	5
21:00	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
22:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	34	30	0	7	0	0	6	19	0	0	0	0	0	96
Percent	0.0%	35.4%	31.3%	0.0%	7.3%	0.0%	0.0%	6.3%	19.8%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		07:00	09:00		10:00			11:00	08:00						
Vol.		2	5		1			2	4						
PM Peak		18:00	12:00		15:00			19:00	14:00						
Vol.		9	4		2			2	4						

COUNTER MEASURES INC.

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 SB

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 303-333-7409

Site Code: 060423

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/06/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
07:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2
09:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	2
10:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3
11:00	0	1	0	0	0	0	0	1	1	0	0	0	0	0	3
12 PM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
13:00	0	1	4	0	1	0	0	1	0	0	0	0	0	0	2
14:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	7
15:00	0	1	3	0	0	0	0	1	0	0	0	0	0	0	1
16:00	0	3	3	0	0	1	0	0	0	0	0	0	0	0	5
17:00	0	4	3	0	2	0	0	1	0	0	0	0	0	0	7
18:00	0	7	2	0	1	0	0	0	0	0	0	0	0	0	10
19:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	10
20:00	0	5	2	0	0	0	0	0	0	0	0	0	0	0	2
21:00	0	3	0	0	0	0	0	0	0	0	0	0	0	0	7
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
23:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	36	25	0	4	1	0	4	1	0	0	0	0	0	71
Percent	0.0%	50.7%	35.2%	0.0%	5.6%	1.4%	0.0%	5.6%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		05:00	08:00					11:00	11:00						
Vol.		1	2					1	1						
PM Peak		18:00	13:00		17:00	16:00		13:00							
Vol.		7	4		2	1		1							

COUNTER MEASURES INC.

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Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/07/14	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
01:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3
08:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
09:00	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
10:00	0	2	0	0	1	0	0	0	0	0	0	0	0	0	3
11:00	0	5	0	1	0	0	0	0	0	0	0	0	0	0	6
12 PM	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
13:00	0	1	1	0	1	0	0	1	0	0	0	0	0	0	4
14:00	0	3	1	0	2	0	0	1	0	0	0	0	0	0	7
15:00	0	3	2	0	0	0	0	0	0	0	0	0	0	0	5
16:00	0	3	2	0	1	0	0	0	0	0	0	0	0	0	6
17:00	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4
18:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	4
19:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	3
20:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
21:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	4	1	0	1	0	0	1	0	0	0	0	0	0	7
Total	0	38	12	1	9	0	0	3	0	0	0	0	0	0	63
Percent	0.0%	60.3%	19.0%	1.6%	14.3%	0.0%	0.0%	4.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		11:00	07:00	11:00	01:00										
Vol.		5	2	1	1										
PM Peak		17:00	15:00		14:00			13:00							
Vol.		4	2		2			1							

COUNTER MEASURES INC.

Location: FREESE RD S/O SH-86
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 SB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060423

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/08/14	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
08:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
09:00	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2
10:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2
11:00	1	4	0	0	1	0	0	0	0	0	0	0	0	0	6
12 PM	0	5	1	0	0	0	0	0	0	0	0	0	0	0	6
13:00	0	3	2	0	2	0	0	1	0	0	0	0	0	0	8
14:00	0	4	3	0	0	0	0	0	0	0	0	0	0	0	7
15:00	0	6	3	0	1	0	0	1	0	0	0	0	0	0	11
16:00	0	1	4	0	0	0	0	1	0	0	0	0	0	0	6
17:00	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
18:00	0	0	1	0	0	0	0	1	0	0	0	0	0	0	2
19:00	0	2	0	0	1	0	0	1	0	0	0	0	0	0	4
20:00	0	2	0	0	1	0	0	0	0	0	0	0	0	0	3
21:00	0	0	2	0	1	0	0	0	0	0	0	0	0	0	3
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2
Total	1	32	24	0	9	0	0	5	0	0	0	0	0	0	71
Percent	1.4%	45.1%	33.8%	0.0%	12.7%	0.0%	0.0%	7.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak	11:00	11:00	10:00		09:00										
Vol.	1	4	2		1										
PM Peak		15:00	16:00		13:00			13:00							
Vol.		6	4		2			1							

COUNTER MEASURES INC.

Location: FREESE RD S/O SH-86
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 SB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060423

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/09/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
06:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
07:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3
08:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
09:00	1	1	3	0	0	0	0	0	0	0	0	0	0	0	5
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3
12 PM	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
13:00	0	3	0	0	1	0	0	0	0	0	0	0	0	0	4
14:00	0	3	1	0	0	0	0	1	0	0	0	0	0	0	5
15:00	0	3	1	0	1	0	0	0	0	0	0	0	0	0	5
16:00	0	6	1	0	2	0	0	1	0	0	0	0	0	0	10
17:00	0	5	2	0	1	0	0	0	0	0	0	0	0	0	8
18:00	0	7	1	0	1	0	0	1	0	0	0	0	0	0	10
19:00	0	5	0	0	2	0	0	0	0	0	0	0	0	0	7
20:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
21:00	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
22:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
23:00	0	0	2	0	1	0	0	0	0	0	0	0	0	0	3
Total	1	43	21	0	10	0	0	3	0	0	0	0	0	0	78
Percent	1.3%	55.1%	26.9%	0.0%	12.8%	0.0%	0.0%	3.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak	09:00	05:00	09:00		11:00										
Vol.	1	1	3		1										
PM Peak		18:00	17:00		16:00			14:00							
Vol.		7	2		2			1							

COUNTER MEASURES INC.

Location: FREESE RD S/O SH-86
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 SB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060423

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/10/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2
08:00	0	0	0	0	2	0	0	0	0	0	0	0	0	0	1
09:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
11:00	0	1	1	0	1	0	0	0	0	0	0	0	0	0	0
12 PM	0	0	2	0	2	0	0	0	1	0	0	0	0	0	3
13:00	0	3	2	0	0	0	0	0	0	0	0	0	0	0	5
14:00	0	3	4	0	0	0	0	0	0	0	0	0	0	0	7
15:00	0	3	3	0	1	0	0	0	0	0	0	0	0	0	7
16:00	0	5	0	0	1	1	0	0	0	0	0	0	0	0	7
17:00	0	6	1	0	0	0	0	0	0	0	0	0	0	0	7
18:00	0	12	2	0	3	0	0	1	0	0	0	0	0	0	18
19:00	0	4	5	0	0	0	0	0	0	0	0	0	0	0	9
20:00	0	2	4	0	0	0	0	0	0	0	0	0	0	0	6
21:00	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3
22:00	0	2	1	0	0	0	0	2	0	0	0	0	0	0	5
23:00	0	2	0	0	0	0	0	1	0	0	0	0	0	0	3
Total	0	46	29	0	11	1	0	4	1	0	0	0	0	0	92
Percent	0.0%	50.0%	31.5%	0.0%	12.0%	1.1%	0.0%	4.3%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		06:00	09:00		08:00										
Vol.		2	2		2										
PM Peak		18:00	19:00		18:00	16:00		22:00	12:00						
Vol.		12	5		3	1		2	1						
Grand Total	2	229	141	1	50	2	0	25	21	0	0	0	0	0	471
Percent	0.4%	48.6%	29.9%	0.2%	10.6%	0.4%	0.0%	5.3%	4.5%	0.0%	0.0%	0.0%	0.0%	0.0%	

COUNTER MEASURES INC.

Location: CR-81 N/O FONDIS PL (COUNTY LINE)

City:

County: ELBERT

Direction: NORTHBOUND-SOUTHBOUND

1889 YORK STREET
DENVER, COLORADO 80206

303-333-7409

Site Code: 060416

NB

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/05/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	2
07:00	0	7	0	0	1	0	0	0	1	0	0	0	0	0	3
08:00	0	3	2	0	0	0	0	0	0	0	0	0	0	0	9
09:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	5
10:00	0	1	2	0	0	0	0	0	1	0	0	0	0	0	3
11:00	0	0	4	0	0	0	0	0	0	0	0	0	0	0	3
12 PM	0	2	1	0	0	0	0	0	0	0	0	0	0	0	4
13:00	0	2	1	1	1	0	0	0	0	0	0	0	0	0	3
14:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	5
15:00	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
16:00	0	3	3	0	0	0	0	1	0	0	0	0	0	0	3
17:00	0	6	1	0	0	0	0	0	0	0	0	0	0	0	7
18:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	7
19:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	3
20:00	0	4	1	0	1	0	0	0	1	0	0	0	0	0	2
21:00	0	3	1	0	0	0	0	0	1	0	0	0	0	0	7
22:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	5
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Total	0	44	24	1	3	0	0	1	4	0	0	0	0	0	77
Percent	0.0%	57.1%	31.2%	1.3%	3.9%	0.0%	0.0%	1.3%	5.2%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		07:00	11:00		07:00				07:00						
Vol.		7	4		1				1						
PM Peak		17:00	16:00	13:00	13:00			16:00	20:00						
Vol.		6	3	1	1			1	1						

COUNTER MEASURES INC.

Location: CR-81 N/O FONDIS PL (COUNTY LINE)
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 NB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060416

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/06/14	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
01:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3
07:00	0	1	2	0	3	0	0	0	0	0	0	0	0	0	6
08:00	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4
09:00	0	1	2	0	1	0	0	0	0	0	0	0	0	0	4
10:00	0	2	0	0	1	0	0	1	0	0	0	0	0	0	4
11:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
12 PM	0	3	1	0	0	0	0	0	0	0	0	0	0	0	4
13:00	0	0	2	0	1	0	0	1	0	0	0	0	0	0	4
14:00	0	1	2	0	1	0	0	0	0	0	0	0	0	0	4
15:00	0	3	3	0	0	0	0	0	0	0	0	0	0	0	6
16:00	0	4	0	0	2	1	0	0	0	0	0	0	0	0	7
17:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3
18:00	0	2	0	0	1	0	0	0	0	0	0	0	0	0	3
19:00	0	1	2	0	1	0	0	0	0	0	0	0	0	0	4
20:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
21:00	0	3	0	0	0	0	0	1	0	0	0	0	0	0	4
22:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	33	18	0	13	1	0	3	0	0	0	0	0	0	68
Percent	0.0%	48.5%	26.5%	0.0%	19.1%	1.5%	0.0%	4.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak Vol.		08:00	07:00		07:00			10:00							
		4	2		3			1							
PM Peak Vol.		16:00	15:00		16:00	16:00		13:00							
		4	3		2	1		1							

COUNTER MEASURES INC.

Location: CR-81 N/O FONDIS PL (COUNTY LINE)

City:

County: ELBERT

Direction: NORTHBOUND-SOUTHBOUND

1889 YORK STREET

DENVER, COLORADO 80206

303-333-7409

Site Code: 060416

NB

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/07/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	1	5	0	1	0	0	1	0	0	0	0	0	0	8
07:00	0	12	7	0	5	0	0	3	0	0	0	0	0	0	27
08:00	0	2	7	0	2	0	0	0	0	0	0	0	0	0	11
09:00	0	3	5	0	1	0	0	2	0	0	0	0	0	0	11
10:00	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3
11:00	0	5	1	0	1	0	0	1	0	0	0	0	0	0	8
12 PM	0	4	4	0	0	0	0	0	0	0	0	0	0	0	8
13:00	0	6	6	0	1	0	0	2	0	0	0	0	0	0	15
14:00	0	4	2	0	0	0	0	0	0	0	0	0	0	0	6
15:00	0	1	2	0	3	0	0	1	0	0	0	0	0	0	7
16:00	0	2	3	0	0	0	0	0	0	0	0	0	0	0	5
17:00	0	1	0	0	0	0	0	1	0	0	0	0	0	0	2
18:00	0	4	2	0	1	0	0	0	0	0	0	0	0	0	7
19:00	0	4	2	0	0	0	0	0	0	0	0	0	0	0	6
20:00	1	2	0	0	1	1	0	0	0	0	0	0	0	0	5
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	1	0	1	0	0	0	0	0	0	0	0	0	2
Total	1	53	48	0	19	1	0	11	0	0	0	0	0	0	133
Percent	0.8%	39.8%	36.1%	0.0%	14.3%	0.8%	0.0%	8.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		07:00	07:00		07:00			07:00							
Vol.		12	7		5			3							
PM Peak	20:00	13:00	13:00		15:00	20:00		13:00							
Vol.	1	6	6		3	1		2							

COUNTER MEASURES INC.

Location: CR-81 N/O FONDIS PL (COUNTY LINE)

1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

City:

County: ELBERT

Direction: NORTHBOUND-SOUTHBOUND

Site Code: 060416

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/08/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	2	4	0	4	0	0	0	0	0	0	0	0	0	0
07:00	0	6	2	0	3	0	0	1	0	0	0	0	0	0	10
08:00	0	3	5	0	1	0	0	3	0	0	0	0	0	0	12
09:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	2	0	0	1	0	0	0	0	0	0	0	0	0	3
11:00	0	1	2	0	1	0	0	0	0	0	0	0	0	0	4
12 PM	0	5	2	0	1	0	0	0	0	0	0	0	0	0	8
13:00	0	5	1	0	0	0	0	0	0	0	0	0	0	0	6
14:00	0	6	2	0	0	0	0	1	0	0	0	0	0	0	9
15:00	0	3	1	0	0	0	0	0	0	0	0	0	0	0	4
16:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
17:00	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4
18:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
19:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	41	21	0	12	0	0	5	0	0	0	0	0	0	79
Percent	0.0%	51.9%	26.6%	0.0%	15.2%	0.0%	0.0%	6.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		07:00	08:00		06:00			08:00							
Vol.		6	5		4			3							
PM Peak		14:00	12:00		12:00			14:00							
Vol.		6	2		1			1							

COUNTER MEASURES INC.

Location: CR-81 N/O FONDIS PL (COUNTY LINE)

1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

City:

County: ELBERT

Direction: NORTHBOUND-SOUTHBOUND

Site Code: 060416

NB

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/09/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
06:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
07:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
08:00	0	3	1	0	0	0	0	0	0	0	0	0	0	0	4
09:00	1	2	2	0	0	0	0	0	1	0	0	0	0	0	6
10:00	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
11:00	1	5	3	0	1	0	0	0	0	0	0	0	0	0	10
12 PM	0	3	0	0	1	0	0	0	0	0	0	0	0	0	4
13:00	0	3	4	0	0	0	0	1	0	0	0	0	0	0	8
14:00	0	4	3	0	2	0	0	2	0	0	0	0	0	0	11
15:00	0	1	4	0	0	0	0	2	0	0	0	0	0	0	7
16:00	0	3	0	0	0	0	0	1	0	0	0	0	0	0	4
17:00	0	5	1	0	0	0	0	0	0	0	0	0	0	0	6
18:00	0	2	4	0	0	0	0	0	0	0	0	0	0	0	6
19:00	0	5	2	0	0	0	0	0	1	0	0	0	0	0	8
20:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
21:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
22:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
23:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Total	2	49	27	0	5	0	0	6	2	0	0	0	0	0	91
Percent	2.2%	53.8%	29.7%	0.0%	5.5%	0.0%	0.0%	6.6%	2.2%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak	09:00	11:00	11:00		11:00				09:00						
Vol.	1	5	3		1				1						
PM Peak		17:00	13:00		14:00			14:00	19:00						
Vol.		5	4		2			2	1						

COUNTER MEASURES INC.

Location: CR-81 N/O FONDIS PL (COUNTY LINE)

1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

City:

County: ELBERT

Direction: NORTHBOUND-SOUTHBOUND

NB

Site Code: 060416

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classified	Total
06/10/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3
06:00	0	2	2	0	1	0	0	0	0	0	0	0	0	0	5
07:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
08:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3
09:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
10:00	0	3	0	0	1	0	0	0	0	0	0	0	0	0	4
11:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
12 PM	0	1	3	0	1	0	0	0	0	0	0	0	0	0	5
13:00	0	4	1	0	1	0	0	0	0	0	0	0	0	0	6
14:00	0	2	3	0	1	0	0	0	0	0	0	0	0	0	6
15:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3
16:00	0	2	4	0	0	0	0	0	0	0	0	0	0	0	6
17:00	0	3	1	0	0	0	0	1	0	0	0	0	0	0	5
18:00	0	1	3	0	0	0	0	0	0	0	0	0	0	0	4
19:00	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
20:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
21:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	31	23	0	6	0	0	1	0	0	0	0	0	0	61
Percent	0.0%	50.8%	37.7%	0.0%	9.8%	0.0%	0.0%	1.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak Vol.		10:00	06:00		06:00										
		3	2		1										
PM Peak Vol.		13:00	16:00		12:00			17:00							
		4	4		1			1							
Grand Total	3	251	161	1	58	2	0	27	6	0	0	0	0	0	509
Percent	0.6%	49.3%	31.6%	0.2%	11.4%	0.4%	0.0%	5.3%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%	

COUNTER MEASURES INC.

Location: CR-81 N/O FONDIS PL (COUNTY LINE)

1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

City:

County: ELBERT

Direction: NORTHBOUND-SOUTHBOUND

SB

Site Code: 060416

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/05/14	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	2	2	1	1	0	0	0	0	0	0	0	0	0	6
07:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
08:00	0	5	0	0	0	0	0	0	0	0	0	0	0	0	5
09:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
10:00	0	0	3	0	1	0	0	0	1	0	0	0	0	0	5
11:00	0	2	6	0	0	0	0	0	0	0	0	0	0	0	8
12 PM	0	1	3	0	0	0	0	0	0	0	0	0	0	0	4
13:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
14:00	0	2	3	0	3	0	0	0	0	0	0	0	0	0	8
15:00	0	2	5	1	1	0	0	0	0	0	0	0	0	0	9
16:00	0	3	2	0	1	0	0	0	0	0	0	0	0	0	6
17:00	0	5	6	0	1	0	0	0	0	0	0	0	0	0	12
18:00	0	3	1	0	3	0	0	0	0	0	0	0	0	0	7
19:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:00	0	3	2	0	1	0	0	0	0	0	0	0	0	0	6
21:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
22:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	32	34	2	15	0	0	0	2	0	0	0	0	0	85
Percent	0.0%	37.6%	40.0%	2.4%	17.6%	0.0%	0.0%	0.0%	2.4%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		08:00	11:00	06:00	00:00				10:00						
Vol.		5	6	1	1				1						
PM Peak		17:00	17:00	15:00	14:00				22:00						
Vol.		5	6	1	3				1						

COUNTER MEASURES INC.

Location: CR-81 N/O FONDIS PL (COUNTY LINE)

1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

City:

County: ELBERT

Direction: NORTHBOUND-SOUTHBOUND

SB

Site Code: 060416

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/06/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	3	1	0	1	0	0	0	0	0	0	0	0	0	0
07:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	5
08:00	0	2	1	0	1	0	0	0	0	0	0	0	0	0	2
09:00	0	2	1	0	1	0	0	1	0	0	0	0	0	0	4
10:00	0	3	2	0	1	0	0	0	0	0	0	0	0	0	5
11:00	0	3	1	0	0	1	0	1	0	0	0	0	0	0	6
12 PM	0	6	1	0	1	0	0	0	0	0	0	0	0	0	6
13:00	0	1	1	0	1	0	0	1	0	0	0	0	0	0	8
14:00	0	1	1	0	3	0	0	0	0	0	0	0	0	0	4
15:00	0	1	1	0	2	0	0	0	0	0	0	0	0	0	5
16:00	0	4	2	0	1	0	0	1	0	0	0	0	0	0	4
17:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	8
18:00	0	1	3	0	0	0	0	0	0	0	0	0	0	0	3
19:00	0	3	3	0	0	0	0	0	0	0	0	0	0	0	4
20:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	6
21:00	0	2	0	0	1	0	0	0	0	0	0	0	0	0	3
22:00	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
23:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	3
Total	0	39	24	0	13	1	0	4	0	0	0	0	0	0	81
Percent	0.0%	48.1%	29.6%	0.0%	16.0%	1.2%	0.0%	4.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		06:00	07:00		06:00	11:00		09:00							
Vol.		3	2		1	1		1							
PM Peak		12:00	18:00		14:00			13:00							
Vol.		6	3		3			1							

COUNTER MEASURES INC.

Location: CR-81 N/O FONDIS PL (COUNTY LINE)
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 SB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060416

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/07/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	1	2	0	1	0	0	0	0	0	0	0	0	0	4
09:00	0	2	2	0	1	0	0	1	0	0	0	0	0	0	6
10:00	0	5	5	0	2	0	0	0	0	0	0	0	0	0	12
11:00	0	1	3	0	3	0	0	0	0	0	0	0	0	0	7
12 PM	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
13:00	0	6	3	0	0	0	0	1	0	0	0	0	0	0	10
14:00	0	3	1	0	0	0	0	1	0	0	0	0	0	0	5
15:00	0	4	6	0	1	0	0	1	0	0	0	0	0	0	12
16:00	0	3	1	0	2	0	0	1	0	0	0	0	0	0	7
17:00	0	4	4	0	3	0	0	1	1	0	0	0	0	0	13
18:00	0	3	1	0	0	0	0	1	0	0	0	0	0	0	5
19:00	0	4	2	0	3	0	0	0	0	0	0	0	0	0	9
20:00	0	4	6	0	2	0	0	1	0	0	0	0	0	0	13
21:00	0	2	1	0	1	0	0	0	1	0	0	0	0	0	5
22:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	47	40	0	19	0	0	8	2	0	0	0	0	0	116
Percent	0.0%	40.5%	34.5%	0.0%	16.4%	0.0%	0.0%	6.9%	1.7%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		10:00	10:00		11:00			09:00							
Vol.		5	5		3			1							
PM Peak		13:00	15:00		17:00			13:00	17:00						
Vol.		6	6		3			1	1						

COUNTER MEASURES INC.

Location: CR-81 N/O FONDIS PL (COUNTY LINE)
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 SB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060416

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/08/14	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
07:00	1	0	0	0	2	0	0	0	0	0	0	0	0	0	3
08:00	0	2	1	0	2	0	0	0	0	0	0	0	0	0	5
09:00	0	6	2	0	1	0	0	0	0	0	0	0	0	0	9
10:00	0	9	4	0	0	0	0	1	0	0	0	0	0	0	14
11:00	0	5	1	0	0	0	0	0	0	0	0	0	0	0	6
12 PM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
13:00	0	2	3	0	1	0	0	0	0	0	0	0	0	0	6
14:00	0	3	5	0	4	0	0	2	0	0	0	0	0	0	14
15:00	0	3	4	0	0	0	0	0	0	0	0	0	0	0	7
16:00	0	5	5	0	2	0	0	0	0	0	0	0	0	0	12
17:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
18:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
19:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
20:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	43	26	0	15	0	0	3	0	0	0	0	0	0	88
Percent	1.1%	48.9%	29.5%	0.0%	17.0%	0.0%	0.0%	3.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak	07:00	10:00	10:00		07:00			10:00							
Vol.	1	9	4		2			1							
PM Peak		16:00	14:00		14:00			14:00							
Vol.		5	5		4			2							

COUNTER MEASURES INC.

Location: CR-81 N/O FONDIS PL (COUNTY LINE)

City:

County: ELBERT

Direction: NORTHBOUND-SOUTHBOUND

1889 YORK STREET
DENVER, COLORADO 80206
303-333-7409

Site Code: 060416

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/09/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0
07:00	0	2	3	0	0	0	0	0	0	0	0	0	0	0	3
08:00	0	6	2	0	0	0	0	0	0	0	0	0	0	0	5
09:00	0	2	1	0	0	0	0	1	0	0	0	0	0	0	8
10:00	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
11:00	0	2	5	0	1	0	0	2	1	0	0	0	0	0	5
12 PM	0	1	3	0	1	0	0	1	0	0	0	0	0	0	10
13:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	6
14:00	0	3	3	0	0	0	0	1	0	0	0	0	0	0	3
15:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	7
16:00	0	3	1	0	1	0	0	0	0	0	0	0	0	0	3
17:00	0	7	1	0	1	0	0	0	0	0	0	0	0	0	5
18:00	0	1	3	0	0	0	0	1	0	0	0	0	0	0	9
19:00	0	5	0	0	1	0	0	0	0	0	0	0	0	0	5
20:00	0	3	0	0	0	0	0	0	1	0	0	0	0	0	6
21:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	4
22:00	0	1	1	0	0	0	0	0	2	0	0	0	0	0	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
Total	0	42	31	0	5	0	0	6	4	0	0	0	0	0	88
Percent	0.0%	47.7%	35.2%	0.0%	5.7%	0.0%	0.0%	6.8%	4.5%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		08:00	11:00		11:00			11:00	10:00						
Vol.		6	5		1			2	1						
PM Peak		17:00	12:00		12:00			12:00	22:00						
Vol.		7	3		1			1	2						

COUNTER MEASURES INC.

Location: CR-81 N/O FONDIS PL (COUNTY LINE)
 City:
 County: ELBERT
 Direction: NORTHBOUND-SOUTHBOUND
 SB

1889 YORK STREET
 DENVER, COLORADO 80206
 303-333-7409

Site Code: 060416

Start Time	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	Not Classed	Total
06/10/14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
06:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3
07:00	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
08:00	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
09:00	0	1	1	0	1	0	0	0	0	0	0	0	0	0	3
10:00	0	1	1	0	2	0	0	0	0	0	0	0	0	0	4
11:00	0	2	1	0	1	0	0	0	0	0	0	0	0	0	4
12 PM	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3
13:00	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3
14:00	0	2	1	0	1	0	0	0	0	0	0	0	0	0	4
15:00	0	2	1	0	2	0	0	0	0	0	0	0	0	0	5
16:00	0	2	2	0	1	0	0	0	0	0	0	0	0	0	5
17:00	0	4	1	0	0	0	0	0	0	0	0	0	0	0	5
18:00	0	6	3	0	2	0	0	0	0	0	0	0	0	0	11
19:00	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4
20:00	1	2	0	0	0	0	0	1	0	0	0	0	0	0	4
21:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
22:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
23:00	0	1	0	0	0	0	0	2	0	0	0	0	0	0	3
Total	1	35	19	0	11	0	0	3	0	0	0	0	0	0	69
Percent	1.4%	50.7%	27.5%	0.0%	15.9%	0.0%	0.0%	4.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
AM Peak		06:00	06:00		10:00										
Vol.		2	1		2										
PM Peak	20:00	18:00	18:00		15:00			23:00							
Vol.	1	6	3		2			2							
Grand Total	2	238	174	2	78	1	0	24	8	0	0	0	0	0	527
Percent	0.4%	45.2%	33.0%	0.4%	14.8%	0.2%	0.0%	4.6%	1.5%	0.0%	0.0%	0.0%	0.0%	0.0%	