

Dominant Themes in the Responses to the Survey taken at the DARCA ATM Workshops:
Interpretation by John Wiener. Lightly edited responses are available as well.

There is good news and bad news: In my interpretation, no single survey showed disinterest in the complexity of the interests and issues, even where there was consistent strong expression of support for a single interest from a few respondents. This interpretation is subjective. As of the date of this edition, we have 31 surveys, so there is no formal coding or statistics. But we think this does provide valuable information as those attending the workshops and doing the surveys made a significant effort. The workshops began at 8 AM and went through lunch provided at noon or shortly after. We asked for answers after the introductory welcome and a presentation by Special Advisor to the Governor, Mr. John Stulp. The answers are below the questions. DARCA Executive Director John McKenzie and John Wiener wish to thank Brett Bovee, P.E. and registered hydrologic engineer, for insightful help on the question set as well as presentations at the workshops.



Ditch and Reservoir Company Alliance

SURVEY – PLEASE HELP US WITH THIS: Colorado has recently issued its final draft of the State Water Plan, (www.coloradowaterplan.com). DARCA played an active role in compiling ditch and reservoir company concerns, and now would like to better understand how ditch companies and irrigator interests can plan better for the future in the context of Alternative Transfer Methods (ATMs). ATMs are suggested ways for the voluntary transfer of the temporary use of the water rather than the outright sale of water rights or what is referred to as a “buy-and-dry.” These “buy and dries” decrease the amount of water left for ditch companies, prevent further irrigation of the land, and impose adverse economic and community impacts on areas of origin.

“If you’re not at the table, you’re on the menu!”

Ditch Companies hold a special place in Colorado’s irrigated agriculture. Having been organized for many years, these mutual organizations should be able to accomplish innovative solutions. They could very well be the key to changing the trends in the loss of agricultural water and its farming base. Every ditch is different, every group of farmers is different, every place is different. But, maybe there are strategies, tools, and techniques that DARCA can help identify and foster that would work for Colorado’s ditch companies.

DARCA asks for your help in understanding ditch company/irrigator concerns with ATMs, and how DARCA and others might help. In particular, **DARCA is seeking input on what water**

rights owners and ditch companies need and want. The following questions are about different elements that may be included in an ATM. What are your concerns? THANKS for your answers and your help!

Please note: this is not as long as it looks!
Lots of space because we need your answers!

I. TIMING AND DURATION OF TRANSFERS

A. The **duration** of the commitment to an ATM... How long would be too long? How short would be too short? Does it depend on the terms of the deal?

Answers saying “leave it up to the individual” were a little more numerous in the first two batches of surveys (6 clearly that), than statements that the municipalities would want long terms, even if ag wanted short (5), but there were also 5 statements that long terms would be better, including the following:

“The longer the better... stability and allow it to be operated under a variety of conditions. Anything less than 5 years is too short.”

“M+I wants long, ag generally prefers short. A regional entity could aggregate supplies and potentially bridge this gap.”

And there was recognition of the needs of the ditch company in several answers and place-specificity.

B. Are there concerns with the **timing** of the decision to transfer water from a farm or ditch company for a given season (e.g., after harvest in year before, before planting)? How could these concerns be addressed (e.g. deal includes cover crop establishment, or other needs depending on when exercised)? When would you need to know that the right to transfer is going to be exercised?

Answers: All of the answers indicated that timing of exercise of an option or call for water is important (except for one blank). January 1 and late winter were suggested, and several suggested an annual basis (and one recommended the water year) but a much larger group suggested “before planting” and “before expenses for planting or supplies are incurred.”

[A note from previous research: many small farms and Colorado irrigation operations reported in interviews in the 1990s and early 00s that they report and pay taxes on a calendar year basis because of off-farm income for a spouse, and that important decisions are made in December concerning allocation of expenses to one or the following year.]

In addition, three responses suggested a schedule or menu of payments to reflect costs incurred or compensation for expenses of planting, etc., and one also mentioned the need for retaining water to enable establishment of revegetation after permanent removal.

C. Is the **frequency** of transfers an issue? Some ATMs and other transfers specify a maximum of 3 transfers in a 10 year period. Is that an issue? Should such limits be required, or should ditch companies/irrigators be free to decide? Are there a minimum number of transfers that you would need to have so that an ATM is worthwhile for you?

Answers: Three out of ten years was a good idea or good place to start according to 5 respondents, but 5 others said it should be entirely up to the individuals. But, 6 responses said it should be something else or that it is complicated by various factors, such as ditch operations, drought and the volume or costs to be overcome to create a deal.

II. EXTENT OF WATER AND LAND COMMITMENTS

A. What are your thoughts with the amount of water and/or the amount of land involved in a transaction from a **given farm**. What is too much or what is not enough?

Answers: There were 10 answers of “don’t know” or left blank, but 9 answers said it should be up to the parties. And 4 said that ditch companies should have a role. Other answers noted viability, sustainability of a farm, other water rights, and return flows. Place specificity was mentioned and avoiding “another Crowley County”.

B. Should there be a **limit on the percent of a ditch company’s water** that can be transferred? If present ditch company conditions affect the ability to carry out an ATM, are there improvements such as ditch lining or additional diversion structures that could help a ditch manage transfers?

Answers: There were 19 answers calling for respect of ditch company operations, only 5 saying that this should be left up to the parties, and a few others. One mentioned a sliding set of limits that might change year to year, and several called for ditch companies to set their limits and that this would reflect the condition or improvements of the ditch.

“I don’t think there should be a limit. The minimum left in the ditch should be up to the company. If ATMs could include projects to increase efficiency then it would be a win-win.”

“Yes, carriage ability becomes a major concern for ditch companies esp. on ditch systems with high conveyance losses. Considerations should be made for storage and recharge facilities off ditch systems.”

III. TRUST, COSTS, AND FINANCES

A. Are there worries of **being sure that it is a fair deal**, with all the legal and engineering and financial complexity? Do you **fear that deals may be broken** if parties think they benefit? Do you **fear lack of enforceability** of an ATM transaction?

Answers: Courts and contracts were trusted by 15 respondents, but 7 answered that there is mistrust, and many answers indicated respect for the complexity of issues and interests.

“Complexities can and should be addressed (to the extent possible) up front. Results of water court or admin processes should [not] be a surprise... Tools need to be developed so people have reasonable expectations up front before spending too much time and money.”

“Deals will be broken! It will fail because the improper oversight with NO LAW. Just look at the conservation easement mess in Colorado now. NO LAW! Only opinions.”

“(1) Yes there are worries about fairness. (2) I do have fears that deals may be broken. (3) Lack of enforceability of ATM transactions is an issue.”

“Yes, to all. The big cities have already proven this on numerous occasions. They have the money and legal departments to fight cases, whereas small companies simply can’t afford a long drawn out court case/lawsuit.”

“Should follow well vetted, industry standard methods for calculating CU [consumptive use], RF [return flow] obligations, etc. Catlin Pilot Prog[ram] proves would serve as a good model.”

[Note: these answers and others suggest that a template of the issues to be considered and the terms to be considered, with suggested sources of information or ways to consider issues might help to assure that deals are made with a comprehensive view. Such a template might start with the “Considerations for Water Transfers” from the Arkansas Basin Roundtable:

Arkansas Basin Roundtable, 2008, Considerations for Agriculture to Urban Water Transfers. Report of the Water Transfers Guidelines Committee; adopted Roundtable and forwarded to Colorado Interbasin Compact Committee, Roundtables, and Colorado Water Conservation Board. <<http://cwcb.state.co.us/public-information/publications/Pages/StudiesReports.aspx>> (accessed 14 Jan, 2014).

The sources of information and additional development of the issues might be compiled and described in a modest workshop effort with expert participants to review suggestions from a call for materials and methods that could be made by the Colorado Water Conservation Board ATMs program. DARCA would be pleased to help with this project, and in fact, has sought such a project in the past.]

B. How would you determine what is a **good deal** for a farmer or ditch company? What would be the problems in being able to work through all the legal, engineering, and other expenses while being sure that a fair deal has been reached?

Answers: Nine answers said it was up to the economics. Parties should be free to decide, said 5. But 10 answered that there is such complexity that there is no simple answer.

“If both parties think it’s ‘good’ or ‘Fair’ it likely is.

“Assuring that the farmer is aware of the costs involved as well as the potential revenues.”

“I see that the good deal is only for the legal attorneys!”

“Site specific engineering for land in ATM – irrigator at table upfront.

“Problems – most ditch companies don’t have the financial resources to support complex legal and engineering processes. Grant funding may be needed to facilitate the process – or rely on the municipality to fully fund the process.”

“I think there would have to be clear and concise state laws that can supersede large municipalities so small organizations have a leg to stand on. I think the decision of a ‘good deal’ would have to be decided by each company’s share holders.”

C. How would you determine an **appropriate payment** for a lease of water from a farm or ditch company that would be worthwhile? (e.g. – on an acre basis, on a share basis, one to cover fixed costs and lost revenues, one that would provide you with additional revenue above normal profits...) Would it have to be more than a good year’s profits after expenses?

Answers: The complexity of the issues was cited by 11 answers, and 11 answers said it was up to the money/economics/price paid. Seven answers said it should be up the parties to decide.

“I would let markets prevail.”

“An acre basis seems reasonable. It would have to be slightly better than an average year’s profitability to account for unforeseen impacts.”

“All to be negotiated! One size will not fit all!”

“Yes [to good year’s profits] and average year profits. Remember that a guaranteed payment has some value in its intrinsic certainty.”

“Any structure could be appropriate. But yes – need to cover costs and lost net revenues from farm. Should not necessarily be “good year” profits.”

“(1) An appropriate payment for a lease of water would need to be determined by the fixed costs and lost revenue base on shares. (2) It would need to at least be equal to an average year’s profits after expenses.”

D. Should an ATM include or not include **long-term financial support** for improvements of lasting value for the ditch company and farms? If yes, how long is desirable or reasonable? Are there improvements that would help your farm or your ditch be more successful?

Answers: Long-term support was endorsed by 14 answers, and complexity of issues or no answers appeared 11 times. There was strong rejection of long-term support by 2.

“Yes. Infrastructure improvements will allow, in some cases, for additional flexibility that allows for both reduced productivity risk and increased transferable water.”

“Support future possibilities.”

“I would tie this to the duration of the ATM agreement. Ditch companies need to have a long term plan for maintenance, improvements, etc.”

“No! No Financing!”

[long-term financial support] “Depends on mkt (demand vs supply). I think soil health improvement is a bigger issue than people realize and deserves more focus. Might want to include cover crop in???? Management planning requirements with any deal.”

“Should be subject of negotiation – some may prefer this, other may want all of the compensation for the ATM to go to the farmers who can – if they want – vote to increase ditch company assessments.”

“We have heard that ATMS should do this from several ag users.”

“(1) Long-term financial support would obligate the ditch companies and farms for a longer period of time, so no. (2) NA. (3) There are improvements that would help farms and ditch companies be more successful.”

E. An ATM deal might specify the price of a **yearly payment** to keep the option to use the water open on a temporary basis in the future. How would you determine an acceptable payment?

Answers: Determination of an acceptable price is hampered by lack of knowledge was said by 12 respondents, but 13 said it should be done on an economic basis.

“Annual payments are good to cover fixed costs of farming – usually 10% of lease payment for water. Keeps is attractive for farmers if fixed payments included.”

“It should be based on an index of current crop prices. I.e., determine the average gross revenues per acre of the crops being grown based on current crop prices and average crop yields in the area and the establish[ment] of “fair” yearly payment based on the % of gross revenues expected per acre.”

“Not sure what would be an acceptable payment. It would depend on individuals’ needs.”

“Water does not depreciate. Enough of a yearly payment to make it worth while for me to stay with DARCA or find another option.”

[Note: DARCA is interested in helping irrigators and ditch companies but is not brokering, recommending, or creating transfers; DARCA might seek templates or other decision support if sought.]

F. What about the different payments for use of an ATM at different times? Should there be a base payment, and different payments or reservation of water if a cover crop is needed? There might be a request to transfer the use of water for the coming year during the fall versus sometime in the spring (after field operations and expenses)? There would be different expenses if a crop has been planted and will be left for ground cover or grazing only. Should different expense coverage be specified for each ATM deal?

Answers: Yes, said 12 answers. No answer or some form of “don’t know” said 10. Keep deals simple, said 4, and 2 said it was up to the parties to the deal.

“SIMPLE is always better. But willing buyers and sellers (lessors) could work out a partial payment option. [With arrow to “after field operations and expenses”] Sounds a lot like a call option to use (interruptible supply) with payment if the option is exercised.”

“Yes to all. I think there should be a minimum annual base payment every year.”

“Yes. The timing and conservation practices used should be a factor in the amount of the payments.”

“(1) Different payments at different times might be necessary.” (2) Yes there should be a base payment and different payment if a cover crop is required. (3) ? Not sure. (4) Yes – different expenses should be specified to keep it fair.

“It might be expensive to fallow land so that bad weeds didn’t take over. Once, fox tail of Canadian thistle or dock weeds take over they are hard to get rid of.”

G. What impacts or problems would there be with an ATM for bank or other financing, and for crop insurance?

Answers: No answer or some form of “don’t know” came back from 19 respondents, and there were questions on crop insurance from 3 respondents.

[This suggests that outreach with authoritative information might be helpful.]

“Big challenge. Probably have to develop (1) tiered policies or (2) pay for complete crop failure insurance or (3) forgo insurance.”

“New, additional problem to cover loan payments.”

IV. FARM PRODUCTIVITY AND CAPACITY

A. Is there a conflict between transfers and **keeping the soil productive**, minimizing erosion, and maintaining weed control? Should a deal include keeping some water to establish cover crops or a forage crop or some rotation that helps soil?

Answers: Cover crops were endorsed by 16 respondents, while 6 made no answer. One said that revegetation is required by law, and 6 returned no answer or some form of “don’t know.”

[Colorado water law statute authorizes but does not require revegetation in a water court change decree.]

[Note: this interest in cover crops may call for an early letter from DARCA to CWCB, and BRTs.]

“Yes, some water should be kept on farm to protect the soil.”

“Cover crops and nutrient management including soil testing should be required alone with weed and dirt control.”

“A neighboring farm is doing a change of use and it is deplorable that the state has not required weed control. A cover crop and good farming practices are a must.”

“These can be overcome with advice from CSU extension service.”

“Yes, especially for land going fallow for several years with the intent to return it to irrigation.”

“(1) Yes. (2) Yes and a deal should be made to include keeping some water to establish cover crops.”

“Yes there would need to be a plan in place to control noxious weed and erosion concerns.”

“Yes as needed to protect the farm soils and to prevent weed impacts to neighboring farms.”

“In this area you couldn’t maintain a good grass cover on land without adding water in the average season -- thus a weed problem.”

B. Is there a conflict between transfers and **keeping skilled good labor**? Could it be helped by deals that include covering costs of having the labor do improvements or other work?

Answers: No answer or some form of “don’t know” was returned by 11, and 5 said “yes” there is a conflict. Other answers were hard to interpret, and some just said leave it to the parties.

“Nothing says you care so much as a check!”

“No, plan good rotations.”

“Labor will go to the need.”

“Any reductions in farming would affect labor needs. Especially long term. Ditch company would probably not change ag maintenance and partial delivery is still required.”

“Yes – this is a concern and maybe factored into fixed costs of ATM so farmer can pay laborers to stay on board.”

“Yes – years/seasons fallowed should be scheduled for improvements with associated compensation.”

C. Is there **adequate information** about different crop choices, different rotations of crops, or mixes of crops designed to work with ATMs? What is the source of that information? What is wanted?

Answers: There were 12 surveys with no answer or some form of “don’t know”. There were 4 answers that there is adequate information, 4 said there is not adequate information, and 4 said there is some information. USDA and NRCS were mentioned in one answer each as sources of information, but CSU was the dominant source or wished-for source.

“Some info available through CSU Extension and other western states’ universities extension sites.”

“Need better info from CSU.”

“If there are good alternatives to cover crops, it would be great to learn.”

“CSU has done a lot of work on this. The real-time monitoring and electronic data re water consumption is a technology that needs improvement.”

“Probably CSU extension office.”

“Yes, USDA has a good wealth of publicly available data for this.”

“Not yet. Web apps can be developed to assist in making these decisions...”

[This suggests additional outreach may be helpful concerning what is known. For instance, no one cited the agricultural water conservation clearinghouse by name.]

V. FARM ASSET VALUE AND SUCCESSION

A. Is there a problem with an ATM deal **interfering with selling** the land and water? (For example, if a conservation easement is sold, it would apply to future owners of the farm; presumably, an ATM deal would continue under its terms and apply to new owners.)

Answers: On this question, the answers were very split. ATMs would help, said 7, but 6 others said it would hurt succession or sales. It could go either way, said 4. Easements and other commitments should be recorded said 5. And 7 gave no answer or some form of “don’t know”.

“Yes, it is a cloud [on the title] that can be viewed as an asset or a liability.”

“Yes. Another obstacle in the deed etc.”

“It should be part of the deal, and it should increase values.”

“Seems like a city would have to insist on conservation easements to assure a permanent supply. The positive result of this is that the farm can then be sold to a young farmer for its value as an ag. business without price inflation by the water values.”

“No – as larger the payments from ATM are are good. * But, ATMs in long term only work if the deal sticks with the land – and this could affect value.”

“Depending on the ATM deal, the presence of an existing arrangement may provide an incentive for potential buyers knowing that the financial risks during drought could be reduced.”

“An ATM could interfere with selling, but the potential loss should be covered by the ATM.”

“Make ATM reasonable. If land is sold include an exit ramp off ATM. Something that will work for all parties. Don’t make so it’s a noose around your neck!”

B. Would an ATM interfere with finding a successor for the farm, within the family or to someone interested in farming, or perhaps making a commitment to continue farming?

Answers: There were “no” answers and 7 that said “it depends”, while 4 said that an ATM would interfere with succession. There were 9 no answers or some form of “don’t know”.

“Sure it would. My sons are trying to farm and it is hard to find ground to rent. To do an ATM at home would cause them huge planning problems. But, long term ATM could also guarantee income; perhaps better than farming.”

“See above – [with arrow to circled part of earlier answer] - “The positive result of this is that the farm can then be sold to a young farmer for its value as an ag. business without price inflation by the water values.”

VI. OTHER DYNAMICS OF WATER TRANSFERS

A. Would a temporary water transfer from just your farm under an ATM have significant negative impacts on your equipment and material suppliers? Do you usually purchase farm inputs within your county?

Answers: On this, 15 answered no answer or some form of “don’t know” or “possibly”. There were 9 “yes” answers, and 4 “no” answers. Several noted that they buy locally, but not many got to that.

“Yes, if there is less and less equipment to sell. Fertilizers, seed etc. it puts the supply chain at risk.”

“Keeping land productive is important.”

“Yes, all inputs purchased locally.”

“Not a farmer. Obviously seed dealers would be potentially affected but guaranteeing cover crops should enable them to see seed and a small amount of fertilizer may be needed as well.”

[Note: How might policy affect seed dealers involvement in cover crop and revegetation seeds?]

“Sure it would. At \$100/AC. Cost for seed, it would have huge impact. With a long term ATM every aspect of farming would change.”

“Yes, this should be a concern, and yes, we do try to purchase in our own community.”

“Probably not equipment suppliers but would impact seed or annual farm suppliers.”

B. Would a temporary water transfer from just your farm under an ATM have significant negative impacts on your **ability to market your products** in future years? Could that be helped by a cooperation with other farms?

Answers: There were 14 no answers or some form of “don’t know”. There were 4 answers of “yes”, and 4 answers of “no.” Three answers mentioned co-ops for marketing.

[Note: co-ops may not be well known, or perhaps associated with only unusual kinds of agriculture; this may be an opportunity for additional outreach with information available.]

“Marketing is brand recognition – sales will be affected for perishable and could be mitigated by cooperative branding/ag sales, e.g. Pueblo Chile initiative. Goal = reliable annual sales for the coop.”

“Yes – perhaps a cooperative would be an organization that would maintain a regular supply of farm crops to consumer.”

C. Do you think your **neighbors would have an opinion** on whether you entered into an ATM agreement? What would be their opinions and why?

Answers: As expected most answers thought there would be some neighborly opinions, but 12 gave some form of no answer or some form of not knowing what the opinion might be. Those with a clear expectation that neighbors would have concerns included 7 statements and also 4 specifying ditch operations and land impacts, such as weeds and soils, and 1 stating they would likely be objectors to a change case in water court.

“(1) They would certainly have an opinion. (2) Their opinion would depend on their understanding of ATMs.”

“Everyone has an opinion – neighbors need to have their water supplies protected, not be imperiled by erosion of rural growth.”

D. Should the ability to engage in ATM transactions have to be approved by the **ditch company board** level, or should it be left up to the individual shareholders and farm operators?

Answers: Ditch company approval was supported in 11 answers, and 2 more specified that this should depend on the ditch company by-laws. There were 6 answers saying that ditch companies should not be involved or the parties only should be involved. And, 1 answer said the ditch company should be involved unless there are no effects on others.

“I think a ditch company needs to approve to preserve ditch obligations to other stakeholders and return flows.”

“Up to individuals.”

“Should be approved by the ditch company board to avoid adverse effects on other member farmers.”

“Seems like if a landowner can do an ATM deal without a ditch company, he should not be prevented. Most irrigators are going to require help/cooperation from ditch companies to get deal done.”

E. What one or two items would most influence your decision on whether to participate in an ATM program?

Answers: The economics/benefit-cost/money will be most important said 10 respondents, but 10 more said they did not know or gave no answer. There were 3 answers saying fairness is important. Reversibility was stated to be most important by 2 answer. Duration of the ATM was important for 2 answers. And 2 said “don’t do it!”. Mentioned once: farm labor, land productivity, sustainability, succession, and water supply sufficiency.

“Being able to get out of it if not happy!”

“Perceived probability and flexibility on opting out to have the water back in the farm.”

“1. Current or projected profitability (or loss) in farming. 2. Length of participation.”

“NO LAW. No Implementing it.”

“Terms. Conditions r.e. finance and keeping land productive. Potential for unintended consequences – e.g. loss of habitat support, return flows, etc.”

“(1) Fairness. (2) Sustainability.”

“The economic benefit would have to be worth the challenges created. If the cities showed a good effort to conserve water, it would be easier to stomach giving up a piece of our agricultural lifestyle.”

[Note: this may be a useful reflection of difference between new construction with water-saving appliances and passive conservation success in high-growth areas, versus perceived lack of conservation in low-growth areas.]

VII. WHAT DID WE MISS? -- What else should we know about? **What else is a problem or concern? Are there operational problems or planning problems?**

“Most farmers think about the previous question, get disgusted, and sell. Most cities think about the previous questions, get disgusted, and buy.”

“Too many times we work in silos and don’t find mutually beneficial solutions. We need to be working better, with everyone to find solutions/projects that are win/win. Example: could an irrigation company have a project to improve delivery efficiency that also increases ground water recharge.”

“Legal nightmare! LAW SUIT! LAW SUIT! LAW SUIT!”

“Have you considered a reverse ATM? Municipalities own water but need it out in ag until water court complete. If designed (?) appropriately, the water can stay on farm and/or ATM. This may reduce the “stripping” water off of farms and moving benefits elsewhere.”

“One of the big challenges will be figuring out the physical transfer of water and quantifying the impact to other water rights holders that may be affected by the ATM. That impacts must be mitigated. Also seems like the contracting price will require a great deal of initial review by participants and state agencies.”

[Note: DARCA might be helpful in surveying ditch companies and boards on how they would account, to see if there are emerging recommendations for special assessments or different assessments.]

“[1]—Water banking at the Ditch Company or regional level – See Middle Rio Grande Conservancy District, NM example. [2]--- Rotational fallowing at the irrigation lateral level. [3] --- Annual interruptible supply agreements timed when advantageous to irrigator/ditch company planning for upcoming season (dry year options).”

VIII. AFFILIATION

Affiliation (check all that apply)

- DARCA Member 6 (one says: non-current. Ditch co. spending too much on attorneys in change case.)
 - Mutual Ditch or Reservoir Company 8
 - Unincorporated or Private Ditch Company 1
 - Incorporated Lateral Company 1
 - Irrigation District 1
 - Water Rights Owner 8
 - Law Firm 1
 - Engineering Firm 7 (one adds: environmental consulting)
 - Governmental Entity 4
 - Conservancy/Conservation District 1
 - Farmer/Rancher 8
 - If Farmer/Rancher, please specify type of operation
(1) pivot- corn; flood-hay; (1) farm/cattle; (1) corn, alfalfa farming ; (1) hay and dairy;
(1) flood irrigated farm; (1) hay; (1) Retiring farmer; (1) cow/calf, hay, pasture.
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- Other, please specify: (1) NGO; (1) Academia; (1) water provider – special district; (1) small ditch company ; (1) hydrologist, former hay farmer [identifying information deleted]; (1) water rights consultant.
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Please feel free to contact John McKenzie or John Wiener as we are both happy to speak with you.

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Anything else? Please use back of page! The more help the better!

“Storage is key – can use ATMs to fill without long-term contract. Refill could be others.”