

NEW ISSUE - BOOK-ENTRY ONLY

**RATINGS: Moody's: "Aaa"
Standard & Poor's: "AAA"
Fitch: "AAA"
See "RATINGS" herein.**

In the opinion of Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, interest on the Bonds is excluded pursuant to section 103(a) of the Internal Revenue Code of 1986 from the gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is further of the opinion that under existing laws of the State of Colorado interest on the Bonds and any gain on the sale of the Bonds is exempt from income taxes imposed by the State of Colorado. See, however, "FEDERAL AND STATE INCOME TAX" herein for a description of certain other tax considerations.



\$12,060,000*
**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**
Clean Water Revenue Bonds
2016 Series A

Dated: Date of Delivery

Due: September 1, as shown below

The proceeds of the Clean Water Revenue Bonds, 2016 Series A (the "Bonds"), being issued by the Colorado Water Resources and Power Development Authority (the "Authority"), together with other available moneys, will be used for the purpose of (i) funding loans to governmental municipal borrowers (the "2016A Governmental Agencies"), to finance or refinance certain costs of improvements to the wastewater treatment facilities of the Governmental Agencies, (ii) funding a deposit to a debt service reserve account, and (iii) paying costs of issuance. See "SOURCES AND USES OF FUNDS" herein.

The Bonds are issuable in registered form and are initially to be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), as securities depository for the Bonds. Purchases by beneficial owners are to be made in book-entry form in denominations of \$5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. So long as DTC is the registered owner of the Bonds, payments of the principal of, premium, if any, and interest on the Bonds will be made directly to DTC. Disbursements of such payments will be the responsibility of DTC and its participants. See "DESCRIPTION OF THE BONDS – Book-Entry Form" herein. Interest on the Bonds is payable semiannually on March 1 and September 1, commencing September 1, 2016, by check or draft mailed or transmitted, respectively, by Wells Fargo Bank, National Association, the initial Paying Agent and Trustee for the Bonds, to the registered owners thereof as of the record dates described herein. Principal of and premium, if any, on the Bonds are payable at the corporate trust operations office of the Paying Agent in Minneapolis, Minnesota, or such other place as the Paying Agent shall determine.

MATURITY SCHEDULE
(CUSIP 6-digit issuer No. 19679P)

<u>Year</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u> <u>or</u> <u>Yield</u>	<u>CUSIP⁽¹⁾</u>	<u>Year</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u> <u>or</u> <u>Yield</u>	<u>CUSIP⁽¹⁾</u>
		%	%				%	%	
2016	\$ 10,000				2028	\$605,000			
2017	110,000				2029	565,000			
2018	110,000				2030	520,000			
2019	825,000				2031	470,000			
2020	825,000				2032	445,000			
2021	810,000				2033	435,000			
2022	795,000				2034	415,000			
2023	770,000				2035	395,000			
2024	750,000				2036	390,000			
2025	720,000				2037	385,000			
2026	685,000				2038	380,000			
2027	645,000								

⁽¹⁾ The Authority takes no responsibility for the accuracy of CUSIP numbers, which are included solely for the convenience of the owners of the Bonds.

The Bonds are subject to redemption prior to their respective maturity dates, as more fully described in "DESCRIPTION OF THE BONDS – Prior Redemption" herein.

The Bonds are special, limited obligations of the Authority payable from and secured solely by the Trust Estate (as defined herein), which includes certain amounts payable by the 2016A Governmental Agencies pursuant to loan agreements between the 2016A Governmental Agencies and the Authority and certain moneys in funds and accounts described herein. Neither the State of Colorado nor any political subdivision thereof other than the Authority is obligated to pay the principal of, or premium, if any, or redemption price of, or interest on, the Bonds, and neither the full faith and credit nor the taxing power of the State of Colorado or any political subdivision thereof is pledged to the payment of the principal or redemption price of, or interest on, the Bonds.

This cover page contains certain information for quick reference only. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued, subject to the approving legal opinion of Norton Rose Fulbright US LLP, New York, New York, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon by the Authority's legal counsel, Carlson, Hammond & Paddock, L.L.C., Denver, Colorado and by Hogan Lovells US LLP, Denver, Colorado, Special Counsel to the Authority. Jefferies LLC, Boston, Massachusetts, has served as financial advisor to the Authority with respect to the Bonds. It is anticipated that the Bonds will be available for delivery through facilities of DTC on or about June 2, 2016.*

THE AUTHORITY WILL RECEIVE BIDS FOR THE BONDS OFFERED UNTIL 10:00 A.M. MOUNTAIN DAYLIGHT SAVINGS TIME VIA PARITY® ELECTRONIC BID SUBMISSION SYSTEM ON MAY 24, 2016 OR ON ANY SUCH OTHER DATE AS MAY BE ESTABLISHED BY THE AUTHORITY.

Dated: May __, 2016

*Preliminary, subject to change

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

The Trustee has not participated in the preparation of this Official Statement. The information and expressions of opinions herein are subject to change without notice, and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or any other parties described herein since the date hereof. No dealer, broker, salesperson or other person has been authorized by the Authority to give any information or to make any representation other than the information contained herein in connection with the offering of the Bonds described herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the Authority. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale. Neither the United States Securities and Exchange Commission nor any state securities commission has approved or disapproved of the Bonds or passed upon the adequacy or accuracy of this Official Statement. Any representation to the contrary is a criminal offense. This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement that involve estimates, forecasts or matters of opinion, whether or not expressly described as such herein, are intended solely as such and are not to be construed as representations of fact.

The Authority deems the information contained on the cover page hereof, in the body hereof and in Appendices A, C and D hereto final as of its date for purposes of Rule 15c2-12 under the Securities and Exchange Act of 1934 (the "**Rule**"), except for the information under the subheading "DESCRIPTION OF THE BONDS – Book-Entry Form" and the Permitted Omissions relating to the Bonds. As used herein, "**Permitted Omissions**" shall mean the interest rates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds. The Authority makes no certification regarding the information under the subheading "DESCRIPTION OF THE BONDS – Book-Entry Form" or Appendix B hereto.

THE PRICES AT WHICH THE BONDS ARE OFFERED TO THE PUBLIC BY THE ORIGINAL PURCHASER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE COVER PAGE HEREOF. IN ADDITION, THE ORIGINAL PURCHASER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS. IN ORDER TO FACILITATE DISTRIBUTION OF THE BONDS, THE ORIGINAL PURCHASER MAY ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY

Board of Directors

Gregory C. Fisher, Chair

Don C. Carlson, Vice Chair

Roy Ellsworth Heald, Secretary/Treasurer

Mike Berry

George Corkle

H. Webster Jones

R. Bruce Smith

Steve Vandiver

Robert Edward Wolff

Executive Director

Michael W. Brod

General Counsel

Carlson, Hammond & Paddock, L.L.C.
Denver, Colorado

Financial Advisor

Jefferies LLC
Boston, Massachusetts

Bond Counsel

Norton Rose Fulbright US LLP
New York, New York

Special Counsel to the Authority

Hogan Lovells US LLP
Denver, Colorado

TABLE OF CONTENTS

	Page
INTRODUCTION	1
FORWARD-LOOKING STATEMENTS	4
THE AUTHORITY	4
WATER POLLUTION CONTROL REVOLVING FUND	7
DRINKING WATER REVOLVING FUND	8
PLAN OF FINANCE.....	9
SOURCES AND USES OF FUNDS.....	10
2016A GOVERNMENTAL AGENCY LOANS.....	11
DESCRIPTION OF THE BONDS	12
SECURITY FOR THE BONDS	17
INFORMATION REGARDING THE 2016A GOVERNMENTAL AGENCIES.....	28
STATE CONSTITUTIONAL AMENDMENT.....	28
FEDERAL AND STATE INCOME TAX.....	29
CONTINUING DISCLOSURE.....	31
CERTAIN LEGAL MATTERS.....	32
NO LITIGATION	32
RATINGS	33
ORIGINAL PURCHASER.....	33
FINANCIAL ADVISOR	33
MISCELLANEOUS	34
APPENDIX A – DESCRIPTIONS OF THE BOND RESOLUTION AND THE LOAN AGREEMENTS	A-1
APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF STATE LAW AND CERTAIN STATE ECONOMIC CONDITIONS.....	B-1
APPENDIX C – FORM OF BOND COUNSEL OPINION.....	C-1
APPENDIX D – INFORMATION REGARDING OUTSTANDING BONDS, LOANS AND DIRECT LOANS UNDER THE WATER POLLUTION CONTROL AND DRINKING WATER REVOLVING FUND PROGRAMS	D-1

OFFICIAL STATEMENT

relating to
\$12,060,000*
**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**
Clean Water Revenue Bonds
2016 Series A

INTRODUCTION

This Official Statement, which includes the front cover page and the Appendices, provides certain information in connection with the offer and sale by the Colorado Water Resources and Power Development Authority (the "**Authority**") of its Clean Water Revenue Bonds, 2016 Series A (the "**Bonds**" or the "**2016 Series A Bonds**"). The Bonds are being issued by the Authority pursuant to the Water Pollution Control Revolving Fund 2016 Series A Revenue Bond Resolution adopted by the Authority on April 22, 2016 (the "**Bond Resolution**"). The rights of the holders of the Bonds and the duties of Wells Fargo Bank, National Association, and any successor, as trustee (the "**Trustee**"), are governed by the Bond Resolution. The Bonds are not secured by any indenture of trust. Capitalized terms used herein and not defined have the meanings specified in the Bond Resolution. See "DESCRIPTIONS OF THE BOND RESOLUTION AND THE LOAN AGREEMENTS" in **Appendix A**.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by the information contained in, the entire Official Statement, including the front cover page and the Appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of Bonds to potential investors is made only by means of the entire Official Statement.

Colorado Water Resources and Power Development Authority

The Authority is a body corporate and political subdivision of the State of Colorado (the "**State**") established in 1981 pursuant to the Colorado Water Resources and Power Development Authority Act, Section 37-95-101 *et seq.*, Colorado Revised Statutes, as amended (the "**Authority Act**"). The Authority was created to initiate, acquire, construct, maintain, repair and operate or cause to be operated projects for the preservation, protection, upgrading, conservation, development, utilization and management of the water resources of the State. The Authority is authorized to issue bonds, notes or other obligations payable solely from revenues, in order to finance or refinance the costs of such projects, through various programs including revolving funds for water system and water pollution control facilities projects. The Bonds are being issued as a part of the water pollution control facilities program. For further information concerning the Authority, see "THE AUTHORITY."

Authority for Issuance

The Bonds are authorized to be issued pursuant to the Authority Act, and are being issued and secured under the Bond Resolution.

* Preliminary, subject to change.

Purposes of the Bonds

The proceeds of the Bonds being issued by the Authority, together with other available moneys, will be used for the purpose of (i) funding loans (the "**2016A Loans**" or the "**2016A Governmental Agency Loans**") to the Colorado governmental municipal borrowers described in "2016A GOVERNMENTAL AGENCY LOANS" (the "**2016A Governmental Agencies**") to finance or refinance certain costs of improvements to the wastewater treatment facilities of the 2016A Governmental Agencies, (ii) funding a deposit to a debt service reserve account referred to herein as the "**2016 Series A Matching Account**," and (iii) paying costs of issuance. See "PLAN OF FINANCE" and "SOURCES AND USES OF FUNDS."

The Governmental Agencies

Proceeds of the Bonds, together with other available moneys, will be used to fund the 2016A Loans to the 2016A Governmental Agencies described in "2016A GOVERNMENTAL AGENCY LOANS." The Authority is entering into a loan agreement, dated as of May 1, 2016, with each 2016A Governmental Agency (each a "**Loan Agreement**" and, collectively, the "**Loan Agreements**"). Each 2016A Governmental Agency is issuing to the Authority a bond to evidence its obligations under its respective Loan Agreement (each a "**2016A Governmental Agency Bond**" and, collectively, the "**2016A Governmental Agency Bonds**"). Payments on the 2016A Loans under the Loan Agreements and the 2016A Governmental Agency Bonds will secure the Bonds. See "PLAN OF FINANCE," "SOURCES AND USES OF FUNDS" and "INFORMATION REGARDING THE GOVERNMENTAL AGENCIES."

Terms of the Bonds

Payments

The Bonds will bear interest payable at the rates shown on the front cover hereof on September 1, 2016 and thereafter semiannually on March 1 and September 1 of each year, to be computed on the basis of a 360-day year of twelve 30-day months. Principal of the Bonds is payable on September 1 in the amounts and on the dates as shown on the front cover hereof, subject to prior redemption. See "DESCRIPTION OF THE BONDS – Payment of Principal and Interest." The Trustee will serve as Paying Agent for the Bonds.

Denominations

The Bonds are to be issued in denominations of \$5,000 or any integral multiple thereof.

Redemption

Certain of the Bonds are subject to redemption as described in "DESCRIPTION OF THE BONDS – Prior Redemption."

Book Entry System

The Depository Trust Company, New York, New York ("**DTC**") is acting as securities depository for the Bonds through its nominee, Cede & Co., to which principal and interest payments on the Bonds are to be made. One or more fully registered bonds in denominations in the aggregate equal to the principal amount per maturity of the Bonds will be registered in the name of Cede & Co. Individual purchases will be made in book entry form only and purchasers of the Bonds will not receive physical delivery of bond certificates, all as more fully described herein. Upon receipt of payments of principal and interest, DTC is to remit such payments to the DTC Participants for subsequent disbursement to the

beneficial owners of the Bonds. For a more complete description of the book entry system, see "DESCRIPTION OF THE BONDS – Book-Entry Form."

For a more complete description of the Bonds, the Bond Resolution and the Loan Agreements, see "DESCRIPTION OF THE BONDS" and "DESCRIPTIONS OF THE BOND RESOLUTION AND THE LOAN AGREEMENTS" in Appendix A.

Security and Sources of Payment

The Bonds are special, limited obligations of the Authority secured by and payable solely from the Trust Estate pledged therefor pursuant to the Bond Resolution, which includes (i) certain amounts payable by the 2016A Governmental Agencies on the 2016A Loans pursuant to the Loan Agreements (the "**2016A Loan Repayments**"), (ii) the 2016A Governmental Agency Bonds, and (iii) moneys in certain funds and accounts created by the Bond Resolution, including the 2016 Series A Matching Account, the Loan Repayment Fund and amounts, if any, deposited by the Authority in the Debt Service Fund from the Clean Water Surplus Account and the Drinking Water Surplus Account (each as defined herein and collectively referred to as the "**Surplus Accounts**") in the manner and on the terms described in "SECURITY FOR THE BONDS" and "DESCRIPTIONS OF THE BOND RESOLUTION AND THE LOAN AGREEMENTS – The Bond Resolution – Funds and Accounts" in **Appendix A**. Except as described under "SECURITY FOR THE BONDS – The Surplus Agreements," the Bonds will not be on a parity with, and will not share in the security provided for, any other bonds issued by the Authority, nor will any other bonds of the Authority share in the security provided for, the Bonds. **Neither the State nor any political subdivision thereof other than the Authority is obligated to pay the principal of or premium, if any, or redemption price of, or interest on, the Bonds, and neither the full faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to the payment of the principal or redemption price of, or interest on, the Bonds.**

In order to facilitate the collection and distribution of the 2016A Loan Repayments, the Authority has entered into a Loan Servicing Agreement dated as of the date of the Loan Agreements (the "**Loan Servicing Agreement**"), with Wells Fargo Bank, National Association, as loan servicer (in such capacity, the "**Loan Servicer**").

Availability of Continuing Disclosure

Pursuant to the Bond Resolution, the Authority has agreed to provide continuing disclosure for the benefit of the owners of the Bonds by filing certain annual and periodic information with the Municipal Securities Rulemaking Board, as described in "CONTINUING DISCLOSURE."

Additional Information

The descriptions of constitutional provisions, statutes, the Bonds, the Bond Resolution, the Loan Agreements, the 2016A Governmental Agency Bonds, the Loan Servicing Agreement, the Surplus Agreements (as defined herein) and other documents contained herein do not purport to be definitive or comprehensive, and all references thereto are qualified in their entirety by reference to the actual provisions, statutes and documents.

FORWARD-LOOKING STATEMENTS

This Official Statement contains statements that, to the extent they are not recitations of historical fact, constitute "forward-looking statements." In this respect, the words "estimate", "project", "anticipate", "expect", "intend", "believe" and similar expressions are intended to identify forward-looking statements. A number of important factors affecting the Authority's business and financial results could cause actual results to differ materially from those stated in the forward-looking statements.

THE AUTHORITY

Generally

The Authority is a body corporate and a political subdivision of the State established in 1981 pursuant to the Authority Act. The Authority was created to initiate, acquire, construct, maintain, repair and operate or cause to be operated projects for the preservation, protection, upgrading, conservation, development, utilization and management of the water resources of the State. The Authority is authorized to issue bonds, notes or other obligations payable solely from revenues, in order to finance or refinance the costs of such projects.

In 1988, the State General Assembly expanded the Authority's responsibilities to include the financing of eligible water pollution control facilities projects through a federally mandated revolving fund program (the "**Water Pollution Control Revolving Fund Program**"). As of March 1, 2016, the Authority had executed a total of approximately \$1.015 billion in principal amount of loans, \$125.8 million in principal amount of which are direct loans made by the Authority in connection with the Water Pollution Control Revolving Fund Program. The remaining loans have been financed by the Authority in part by bonds issued by the Authority in connection with the Water Pollution Control Revolving Fund Program and by available equity. As of March 1, 2016, the Authority had issued approximately \$808.1 million in principal amount of bonds (including \$7 million of State match bonds, all of which have now been retired) under the Water Pollution Control Revolving Fund Program for such purposes (excluding refunding bonds) of which approximately \$205.4 million were then outstanding. As of March 1, 2016, the Authority had issued approximately \$61.2 million in principal amount of senior refunding bonds of which approximately \$56.8 million are currently outstanding and approximately \$196.1 million in principal amount of subordinate refunding bonds of which approximately \$50.1 million are currently outstanding. The Authority issued \$38,850,000 of refunding bonds on May 12, 2016 (the "**2016 Clean Water Refunding Bonds**"). The Bonds are being issued as part of the Water Pollution Control Revolving Fund Program. See "WATER POLLUTION CONTROL REVOLVING FUND."

In April 1989, the State General Assembly authorized the Authority to expedite the financing of small water supply projects. As a result, the Authority established a program to periodically issue insured bonds and loan the proceeds to pools of borrowers for such purpose (the "**Small Water Program**"). Under the Small Water Program, the Authority is authorized to lend up to \$500 million to any participating governmental agency to finance in whole or in part the costs of any water management or hydroelectric facility. As of March 1, 2016, the Authority had issued approximately \$46.9 million in principal amount of bonds under the Small Water Program, excluding refunding bonds, of which approximately \$9.3 million are currently outstanding. The Authority currently has no plans to fund additional projects under the Small Water Program.

In 1995, the State General Assembly created the Drinking Water Revolving Fund to assist public water system operators with low-cost financing (the "**Drinking Water Revolving Fund Program**"). As of March 1, 2016, the Authority had executed over \$528.8 million in principal amount of loans, \$138.3 million in principal amount of which are direct loans made by the Authority in connection with the Drinking Water Revolving Fund Program. The remaining loans have been financed in part by bonds issued by the Authority in connection with the Drinking Water Revolving Fund Program and by available equity. As of March 1, 2016, the Authority had issued approximately \$302.6 million in principal amount of bonds under the Drinking Water Revolving Fund Program for such purposes (excluding refunding bonds), of which approximately \$103.4 million are currently outstanding. As of March 1, 2016, the Authority had issued approximately \$35.5 million in principal amount of senior refunding bonds of which approximately \$24.3 million are currently outstanding and approximately \$20.3 million in principal amount of subordinate refunding bonds under the Drinking Water Revolving Fund Program, of which approximately \$13 million are currently outstanding. See "DRINKING WATER REVOLVING FUND."

In response to market demand, the Authority initiated a separate water revenue bond program in 1998 (the "**Water Resources Program**") to fund water related projects outside of the Water Pollution Control Revolving Fund Program, the Drinking Water Revolving Fund Program and the Small Water Program. Under the Water Resources Program, the Authority issues bonds and makes loans to borrowers, pays certain costs of issuance and funds the required debt service reserve fund or purchases a surety bond in lieu of a cash deposit. Currently, the Authority's payment of costs of issuance and other costs is limited to no more than \$250,000 per issue of bonds. Project loans of \$500 million or less do not require a joint resolution from the General Assembly. The Authority covers the annual costs for trustee, paying agent, registrar and arbitrage rebate calculations, which annual costs are not subject to the \$250,000 per issue of bonds limitation on costs of issuance and other costs described above. Eligible projects include water and wastewater treatment plants, pump stations, dams/reservoirs, water rights, pipelines, hydro-electric projects, wells, meters, reuse and storage tanks. As of March 1, 2016, the Authority had issued approximately \$501.6 million in principal amount of bonds under the Water Resources Program, of which approximately \$128 million are currently outstanding.

[Remainder of this page intentionally left blank]

Board of Directors

The Authority Act requires the Governor to appoint nine specially qualified persons, one from each major river basin in Colorado and one from the City and County of Denver, to serve on the Authority's Board of Directors. Each appointee must be confirmed by the State Senate. The present members of the Board of Directors, their terms and principal occupations, are set forth below.

<u>Name</u>	<u>Representing</u>	<u>Term Expires (October 1)</u>	<u>Title</u>	<u>Principal Occupation</u>
Gregory C. Fisher	City and County of Denver	2016	Chair	Chief Planner, Denver Water Department
Don C. Carlson	South Platte River Basin (outside Denver)	2016	Vice Chair	Assistant General Manager, Northern Colorado Water Conservancy District
Roy Ellsworth Heald	Arkansas Drainage Basin	2017	Secretary/Treasurer	General Manager, Security Water and Sanitation District
Mike Berry	Gunnison-Uncompahgre River Basin	2019	Director	General Manager of Tri-County Water Conservancy District
George Corkle	North Platte River Basin	2019	Director	Owner/Manager of Corkle Oil Company
H. Webster Jones	Yampa/White Drainage Basin	2017	Director	Principal, Water Consulting Group, LLC
R. Bruce Smith	Main stem of Colorado River Basin	2018	Director	Consultant and Former Town Manager and District Manager
Steve Vandiver	Rio Grande River Basin	2019	Director	General Manager of the Rio Grande Water Conservation District
Robert Edward Wolff	San Miguel-Dolores-San Juan River Basin	2018	Director	Architect/Real Estate Development

Executive Staff

Michael W. Brod, Executive Director, joined the Authority in January 1994. As chief administrative officer, Mr. Brod is responsible for the overall operation of the Authority and for executing the policies, directives and authorizations of the Board of Directors. Mr. Brod has a B.B.A. in finance from the University of Texas (1983) and an M.B.A. from the University of Colorado (1993).

Keith S. McLaughlin, Finance Director and Assistant Secretary of the Authority's Board of Directors, joined the Authority in January 1998. Mr. McLaughlin is responsible for all financial aspects of the Water Pollution Control Revolving Fund, Small Water Resources Projects, the Drinking Water Revolving Fund and Water Revenue Bond programs. Mr. McLaughlin has a B.S. in Business Administration from the University of Colorado (1995).

Justin Noll, Controller, joined the Authority in January 2001. Mr. Noll is responsible for tracking loan repayments, bond payments, and accounting and auditing activities for the Authority. Mr. Noll has a

B.S. in Accounting from Colorado State University (1999), an M.B.A. from Regis University (2007) and is a Certified Public Accountant licensed in the State of Colorado.

Currently, there are eleven other full-time employees on the staff of the Authority.

WATER POLLUTION CONTROL REVOLVING FUND

The Federal Water Pollution Control Act of 1972, as amended by the Water Quality Act of 1987 (the "**Clean Water Act**"), requires that each state establish a revolving fund administered by an instrumentality of the state to accept federal capitalization grants for loans for wastewater projects. Pursuant to the Authority Act, the Authority has been authorized to administer the State's revolving fund, known as the "**Water Pollution Control Revolving Fund**," for the purpose, among others, of financing loans to governmental agencies for the construction of publicly owned wastewater treatment or stormwater projects that meet specified eligibility requirements and that are placed on a project eligibility list established in accordance with the Authority Act. The Authority Act also authorizes the Authority to issue bonds for such purpose and to create separate accounts in the Water Pollution Control Revolving Fund that may be pledged and assigned as security for payment of such bonds. As of March 1, 2016, \$295.6 million in federal capitalization grants have been awarded to the State, covering the federal fiscal years through September 30, 2015. The Authority has submitted or will be submitting for the 2016 capitalization grant but it has not yet been awarded. Future appropriations for state revolving funds are uncertain. This amount does not include amounts received by the Authority from the 2009 American Reinvestment and Recovery Act ("**ARRA**").

Pursuant to the Authority Act, with the written consent of the State Department of Public Health and Environment, the Authority, on behalf of the State, is authorized to execute all operating agreements and capitalization grant agreements with the United States Environmental Protection Agency ("**EPA**") and any revisions thereto. The Authority, the Water Quality Control Division of the State Department of Public Health and Environment and the Division of Local Government of the State Department of Local Affairs have entered into a Memorandum of Understanding under which each has agreed to assume specified responsibilities in connection with the operation of the Water Pollution Control Revolving Fund.

The Water Pollution Control Revolving Fund is capitalized not only through federal capitalization grants awarded by EPA to the State but also State matching funds. In order to receive federal capitalization grants, the State must provide its matching funds at a rate of \$1 of State matching funds for every \$5 of federal capitalization grants. The Authority and EPA have entered into twenty-six EPA Assistance Agreements covering federal capitalization grants awarded by EPA to the State (collectively, the "**Federal Capitalization Agreement**"), pursuant to which grant moneys are to be paid over to the State pursuant to an electronic funds transfer. Draws under such system are initiated when a written payment request is submitted by the Authority to EPA. Upon approval of such request, an electronic transfer of funds, in the amount requested, is made by EPA to the financial institution designated pursuant to the Federal Capitalization Agreement.

The Water Pollution Control Revolving Fund Operating Agreement (the "**Operating Agreement**") is the principal instrument governing the relationship between EPA and the State with respect to the Water Pollution Control Revolving Fund and the federal capitalization grants under the Clean Water Act. The Operating Agreement sets forth rules, regulations, guidelines, policies, procedures and activities to be followed by EPA and the State in administering the Federal Capitalization Agreement and the Water Pollution Control Revolving Fund. The Operating Agreement became effective September 19, 1989, and will terminate when the final payment under the Federal Capitalization

Agreement is disbursed. Until such termination, the Operating Agreement will continue from year to year and will be incorporated by reference into the annual Federal Capitalization Agreement between the State and EPA.

As of March 1, 2016, the Authority had total program funds of \$614.5 million (that includes \$295.6 million from EPA capitalization grants) available to the State for deposit to the Water Pollution Control Revolving Fund through the Federal Capitalization Agreement for eligible projects (excluding administration expenses and ARRA funds), of which \$536.6 million previously has been dedicated to eligible facilities. Future appropriations for State revolving funds are uncertain. Such bonds (including the Bonds) issued for purposes of funding Loans and bonds or issued to refund loans under the Water Pollution Control Revolving Fund Program are referred to herein as the "**WPCRF Bonds**."

As of March 1, 2016, the Authority had issued approximately \$808.1 million in principal amount of WPCRF Bonds under its Water Pollution Control Revolving Fund Program (excluding refunding bonds), and had executed a total of over \$1.015 billion in principal amount of loans, of which approximately \$125.8 million were direct loans made by the Authority under such Program and the remainder were financed in part by such WPCRF Bonds and by available equity. For detailed information concerning such bonds and loans outstanding as of March 1, 2016, see **Appendix D – "INFORMATION REGARDING OUTSTANDING BONDS, LOANS AND DIRECT LOANS UNDER THE WATER POLLUTION CONTROL AND DRINKING WATER REVOLVING FUND PROGRAMS."**

DRINKING WATER REVOLVING FUND

The Safe Drinking Water Act Amendments of 1996 (the "**Drinking Water Act**") require that each state establish a revolving fund administered by an instrumentality of the state to accept federal capitalization grants for loans for drinking water projects. The capitalization grants authorized under the Drinking Water Act are generally divided between two purposes. A portion of each capitalization grant is deposited into the State's revolving fund, known as the "**Drinking Water Revolving Fund**," for the purpose, among others, of financing loans to governmental agencies for the construction of publicly owned drinking water projects that meet specified eligibility requirements and that are placed on a project eligibility list established in accordance with the Authority Act. The remaining portion of the capitalization grant is to be deposited into set-aside accounts for programs and activities authorized by the Drinking Water Act.

The Drinking Water Revolving Fund is capitalized not only by federal capitalization grants awarded by EPA to the State but also State matching funds. In order to receive federal capitalization grants, the State must provide its matching funds at a rate of \$1 of State matching funds for every \$5 of federal capitalization grants. As of March 1, 2016, \$271.4 million in federal capitalization grants have been awarded to the State, covering the federal fiscal years through September 30, 2015. The Authority has submitted for the 2016 capitalization grant but it has not yet been awarded. Future appropriations for state revolving funds are uncertain. This amount does not include amounts received by the Authority from ARRA. As of March 1, 2016, the Authority had total program funds of \$367.2 million (that includes \$271.4 million from EPA capitalization grants) available to the State for deposit to the Drinking Water Revolving Fund through a federal capitalization agreement, of which \$351.2 million previously has been dedicated to eligible facilities. Future appropriations for State revolving funds are uncertain. The bonds issued for purposes of funding loans under the Drinking Water Revolving Fund Program and bonds issued to refund loans under the Drinking Water Revolving Fund Program are referred to herein as the "**DWRF Bonds**." The WPCRF Bonds and the DWRF Bonds are referred to herein as the "**Trust Agreement Debt**."

As of March 1, 2016, the Authority had issued approximately \$302.6 million in principal amount of DWRF Bonds under its Drinking Water Revolving Fund Program (excluding refunding bonds) and had executed a total of over \$528.8 million in principal amount of loans, of which approximately \$138.3 million were direct loans made by the Authority under the Program and the remainder were financed in part by such DWRF Bonds and by available equity. For detailed information concerning such bonds and loans outstanding as of March 1, 2016, see **Appendix D** – "INFORMATION REGARDING OUTSTANDING BONDS, LOANS AND DIRECT LOANS UNDER THE WATER POLLUTION CONTROL AND DRINKING WATER REVOLVING FUND PROGRAMS."

PLAN OF FINANCE

In connection with the issuance of the Bonds, the Authority plans to loan to each 2016A Governmental Agency (i) a portion of the proceeds of the Bonds allocable to such Governmental Agency, and/or (ii) available moneys contributed by the Authority that include the required State matching funds, if any, and/or (iii) proceeds of draws under the Federal Capitalization Agreement, if any, with respect to such 2016A Governmental Agency's project. The draws under the Federal Capitalization Agreement, the State matching funds and other contributed Authority funds will not be deposited to the respective Project Loan Subaccounts at the time of delivery of the Bonds but rather will be deposited as project invoices related to the applicable 2016A Loans are presented. The 2016 Series A Matching Account will be funded upon delivery of the Bonds from available funds of the Authority in an amount equal to at least the maximum annual debt service on the Bonds in the then current or any future year (the "**2016 Series A Matching Account Requirement**").

Pursuant to the applicable Loan Agreement, each 2016A Governmental Agency will be required to make 2016A Loan Repayments equal to the principal of and a portion of the interest on the Bonds allocated to such 2016A Governmental Agency plus the principal of and interest on the amount loaned to such 2016A Governmental Agency from moneys contributed by the Authority including the State matching funds and proceeds of draws under the Federal Capitalization Agreement. This will result in the 2016A Loan Repayments exceeding the amount required to pay the principal of and interest due on the Bonds. The manner of financing described in this paragraph is called the "cash flow" model. See SECURITY FOR THE BONDS – 2016A Loan Repayments" and "– 2016A Loan Agreements."

Prior to 2014, the Authority issued its new money WPCRF Bonds pursuant to the "reserve fund" model described in "SECURITY FOR THE BONDS – WPCRF and DWRF Matching Accounts." Based on market conditions, the Authority determined not to utilize the "reserve fund" model in connection with the issuance of its bonds beginning in 2014 but rather to use the "cash flow" model described under this caption (including in the case of the Bonds), although the Authority could decide to utilize the "reserve fund" model for future bond issues.

[Remainder of this page intentionally left blank]

SOURCES AND USES OF FUNDS

The estimated uses of the proceeds from the sale of the Bonds and the available funds expected to be contributed are set forth in the following table.

	<u>Estimated Amount</u>
SOURCES OF FUNDS:	
Principal amount of Bonds	\$
[Net] original issue premium [(discount)]	
Available funds ⁽¹⁾⁽²⁾	_____
TOTAL SOURCES OF FUNDS	\$ _____
USES OF FUNDS:	
Project Loan Subaccount (City of Evans, Colorado) ⁽²⁾	\$
Project Loan Subaccount (City of Woodland Park, Colorado) ⁽²⁾	
Deposit to 2016 Series A Matching Account	
Costs of Issuance	_____
TOTAL USES OF FUNDS	\$ _____

⁽¹⁾ Available funds include funds contributed by the Authority and draws under the Federal Capitalization Agreement.

⁽²⁾ The draws under the Federal Capitalization Agreement, the State matching funds and other contributed Authority funds will not be deposited at the time of delivery of the Bonds. Such amounts will be deposited to the applicable Project Loan Subaccounts as project invoices for the related 2016A Loans are presented.

[Remainder of this page intentionally left blank]

2016A GOVERNMENTAL AGENCY LOANS

Information relating to the 2016A Loans to be made to the 2016A Governmental Agencies from proceeds of the Bonds and other available moneys is provided below. Payments under the Loan Agreements and on the 2016A Governmental Agency Bonds relating to such 2016A Loans will secure the Bonds.

<u>2016A Governmental Agency</u> ⁽¹⁾	<u>Pledged Revenues</u> ⁽²⁾	<u>Loan Amount</u> ⁽³⁾	<u>Maturity</u>
City of Evans, Colorado	Sewer System Revenues	\$	8/1/2038*
City of Woodland Park, Colorado	Sewer System Revenues	\$	8/1/2038*

⁽¹⁾ Information regarding the 2016A Governmental Agencies is not being provided in this Official Statement, but certain information can be obtained as described in "INFORMATION REGARDING THE 2016A GOVERNMENTAL AGENCIES."

⁽²⁾ Under its Loan Agreement, each 2016A Governmental Agency is permitted to incur other indebtedness in the form of a loan or otherwise payable on a parity with the related 2016A Loan, but only in compliance with the limitations on additional debt in the applicable Loan Agreement.

⁽³⁾ Loan amount reflects amount deposited at the time of delivery of the Bonds as well as amounts to be deposited in the Governmental Agency's 2016 Series A Project Loan Subaccount (other than any original issue premium amounts so deposited) and allocable portions of the costs of issuance.

* Preliminary, subject to change.

The 2016A Loan Repayments will provide sufficient funds to pay (a) the principal of and interest on the Bonds, and (b) principal of and interest on the moneys contributed by the Authority including State matching funds and on the proceeds of draws on the Federal Capitalization Agreement deposited to the 2016 Series A Project Subaccounts related to the applicable 2016A Loans. See "SECURITY FOR THE BONDS – 2016A Loan Repayments; Annual Debt Service Requirements" for a table showing total 2016A Loan Repayments.

[Remainder of this page intentionally left blank]

DESCRIPTION OF THE BONDS

Generally

The Bonds are issuable in fully registered form and are initially to be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("**DTC**"), as securities depository for the Bonds (the "**Securities Depository**"). Purchases by beneficial owners of the Bonds ("**Beneficial Owners**") are to be made in book-entry form in denominations of \$5,000 or any integral multiple thereof. The Bonds mature on September 1 of the years and in the principal amounts, and bear interest from the date and at the rates per annum, shown on the cover page hereof.

Payment of Principal and Interest

Interest on the Bonds (payable semiannually on March 1 and September 1 of each year, commencing September 1, 2016) is payable by check or draft, mailed or transmitted, respectively, to the holders of the Bonds as their names and addresses appear on the books of the Authority maintained by the Trustee as of the fifteenth day (or if such date is not a business day, the succeeding business day) of the month immediately preceding the interest payment date (or, if such interest is in default, as of any special record date established by the Trustee as provided in the Bond Resolution).

The principal of the Bonds is payable, at the option of the holder, at the principal corporate trust operations office of Wells Fargo Bank, National Association, in Minneapolis, Minnesota, which will act as the Paying Agent and Trustee for the Bonds, or such other place as the Paying Agent determines, and at any other place which may be provided for such payment by the appointment of any other paying agent or paying agents as permitted by the Bond Resolution.

The Authority, the Trustee and any paying agent may deem and treat the person in whose name any Bond is registered upon the books of the Authority as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal, and redemption price, if any, of and interest on, such Bond and for all other purposes. All such payments so made to any such registered owner or upon his order will be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and none of the Authority, the Trustee or any paying agent will be affected by any notice to the contrary. Payments to Beneficial Owners are to be made as described below under "Book-Entry Form" under this caption.

Neither the Authority nor the Paying Agent has any responsibility or obligation for the payment to Beneficial Owners of the debt service requirements of the Bonds.

Neither the Authority nor the Trustee has any responsibility or obligation with respect to the accuracy of the records of the Securities Depository or its participants (the "**Participants**") regarding any ownership interest in the Bonds or the delivery to any person or entity (except the registered owners of the Bonds) of any notice with respect to the Bonds.

Prior Redemption

Optional Redemption

The Bonds maturing on and after September 1, 2027, are subject to redemption, at the option of the Authority, on or after September 1, 2026, in whole on any date, or in part randomly within a maturity from maturities selected by the Authority on any interest payment date, at a redemption price equal to the principal amount of each Bond so redeemed plus accrued interest to the date fixed for redemption.

Mandatory Sinking Fund Redemption

[The Bonds maturing on September 1, 20__, are subject to mandatory sinking fund redemption in part, by lot within such maturity, at a redemption price equal to their principal amount, from funds in the Debt Service Fund, on each September 1 in the years and amounts set forth below:]

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

\$*

*Principal payable at maturity

Selection of Bonds for Redemption

If fewer than all of the Bonds of the same maturity are called for prior redemption, the particular Bonds or portions of Bonds to be redeemed will be selected at random by the Trustee in such manner as the Trustee in its discretion deems fair and appropriate; provided, however, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and that, in selecting Bonds for redemption, the Trustee will treat each Bond as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum denomination in which Bonds are authorized to be outstanding after the redemption date.

On the date designated for redemption, notice having been given in the manner and under the conditions provided in the Bond Resolution, the Bonds or portions of Bonds called for redemption will become due and payable at the redemption price provided for redemption of such Bonds or such portions thereof on such date. If moneys for the payment of the redemption price and the accrued interest to the redemption date are held in a separate account by the Trustee in trust for the owners of such Bonds, interest on such Bonds or such portions thereof so called for redemption will cease to accrue, such Bonds or such portions thereof will cease to be entitled to any benefit or security under the Bond Resolution and the owners of such Bonds or portions of Bonds will have no rights in respect thereof except to receive payment of the redemption price thereof and the accrued interest thereon and, to the extent provided in the Bond Resolution, to receive Bonds for any unredeemed portions of Bonds.

Notice of Redemption

When Bonds have been selected for redemption pursuant to the Bond Resolution, the Trustee is to give written notice of the redemption of such Bonds in the name of the Authority at the times specified in the following two paragraphs. Such notice must include: (i) the series of the Bonds to be redeemed; (ii) the date fixed for redemption; (iii) the redemption price to be paid; (iv) that such Bonds will be redeemed at the principal office of the Trustee or any paying agent; (v) if less than all of such Bonds are called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed; (vi) in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed; and (vii) the CUSIP numbers of the Bonds to be redeemed. Such notice must further state that on the redemption date there will become due and payable the redemption price of all Bonds to be redeemed, together with interest accrued to the redemption date, and that, from and after such date, interest thereon will cease to accrue. Any notice of redemption shall be subject to such conditions as the Authority may determine and may be revocable. In case any Bond is to be redeemed in part only, the notice of redemption that relates to such Bond must state also that on or after the redemption date, upon surrender of such Bond, the owner thereof will be entitled to a new Bond or Bonds of the same series, bearing interest at the same rate and in aggregate principal amount equal to the unredeemed portion of such Bond. If any redemption is to be effectuated through the issuance of indebtedness of the Authority, the notice of

redemption may state that the redemption is conditioned upon the Authority's receipt of the proceeds of such indebtedness.

The notice required to be given by the Trustee pursuant to the Bond Resolution is to be sent by first-class mail to the owners of the Bonds to be redeemed, at their addresses as they appear on the Bond registration books of the Authority, not less than 30 nor more than 60 days prior to the redemption date. The failure to give notice of the redemption of any Bond or portion thereof to the owner of such Bond as provided in the Bond Resolution will not affect the validity of the proceedings for the redemption of any Bonds for which notice of redemption has been given as described in this paragraph.

For so long as a book-entry only system is in effect with respect to the Bonds, the Trustee will mail notices of redemption to DTC or its nominee or its successor, and if less than all of the Bonds of a maturity are to be redeemed, DTC or its successors and DTC Participants (as hereinafter defined) and Indirect Participants (as hereinafter defined) will determine the particular ownership interests of Bonds of such maturity to be redeemed. Any failure of DTC or its successor or a DTC Participant or Indirect Participant to do so, or to notify a Beneficial Owner (as hereinafter defined) of a Bond of any redemption will not affect the sufficiency or the validity or the redemption of the Bonds. See "Book-Entry Form" below. Neither the Authority nor the Trustee can give any assurance that DTC, the Participants or the Indirect Participants will distribute such redemption notices to the Beneficial Owners of the Bonds, or that they will do so on a timely basis.

Registration, Exchange and Transfer of Bonds

Each Bond is transferable only upon the books of the Authority kept for that purpose at the principal corporate trust office of the Trustee, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender of the Bond, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the Authority is to issue in the name of the transferee a new Bond or Bonds of the same series, aggregate principal amount and maturity as the surrendered Bond.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Authority is to execute and the Trustee is to authenticate and deliver Bonds in accordance with the provisions of the Bond Resolution. All Bonds surrendered in any such exchange or transfer are to be canceled by the Trustee. For every such exchange or transfer of Bonds, whether temporary or definitive, the Authority or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Authority nor the Trustee is required (a) to transfer or exchange Bonds during a period beginning on the record date immediately preceding an interest payment date for the Bonds and ending on such interest payment date, or during a period of 15 days immediately preceding the date (as determined by the Trustee) of any selection of Bonds to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any Bonds called or tendered for redemption. Transfers by Beneficial Owners are to be made as described in "Book-Entry Form" under this caption.

Neither the Authority nor the Trustee has any responsibility or obligation with respect to the accuracy of the records of the Securities Depository or its participants regarding any ownership interest in the Bonds or transfers thereof.

Book-Entry Form

The following description of the procedures and recordkeeping with respect to beneficial ownership interests in the Bonds, payment of interest and other payments on the Bonds, confirmation and transfer of beneficial ownership interests in the Bonds and other bond-related transactions is based solely on information furnished by DTC.

DTC acts as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. ("**Cede**"), DTC's partnership nominee, or such other name as may be requested by an authorized representative of DTC. One fully registered Bond will be issued for each maturity, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3,500,000 issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing services. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC and DTCC can be found at www.dtc.org and www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which are to receive a credit for the Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners are not to receive written confirmation from DTC of their purchases. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participants through which the Beneficial Owners entered into the transactions. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners are not to receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede, or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial

Owners. The Direct and Indirect Participants are responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners are governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices are to be sent to Cede. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede nor any other DTC nominee will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an omnibus proxy to the Authority as soon as possible after the record date. The omnibus proxy assigns Cede's consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the omnibus proxy).

Principal and interest payments on the Bonds are to be made to Cede or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners are governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name" and are the responsibility of such Participants and not of DTC, the Paying Agent or the Authority, subject to any statutory or regulatory requirements that may be in effect from time to time. Payment of principal and interest to Cede or such other nominee as may be requested by an authorized representative of DTC is the responsibility of the Authority or the Paying Agent, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

For every transfer and exchange of the Bonds or an interest therein, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

DTC's services as depository with respect to the Bonds may be discontinued or terminated at any time under the following circumstances:

1. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Authority and discharging its responsibilities with respect thereto under the Bond Resolution and applicable law.
2. The Authority may remove DTC as provided in the Bond Resolution.

In the event that DTC's services are so discontinued or terminated and no substitute securities depository is appointed by the Authority, or in the event it is determined that continuation of the system of book-entry transfers is not in the best interests of the Beneficial Owners, the Authority is obligated to deliver the Bonds in certificate form as described in the Bond Resolution.

SECURITY FOR THE BONDS

Special, Limited Obligations

The Bonds are special, limited obligations of the Authority payable solely from and secured solely by a pledge of the Trust Estate. See "Trust Estate" under this caption. Neither the State nor any political subdivision thereof other than the Authority is obligated to pay the principal or redemption price of, or interest on, the Bonds, and neither the full faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to the payment of the principal or redemption price of, or interest on, the Bonds.

Trust Estate

The "**Trust Estate**" is defined in the Bond Resolution to mean (i) the proceeds of the Bonds, (ii) the Authority funds deposited in the 2016 Series A Project Loan Account, (iii) all right, title and interest of the Authority in, to and under the Loan Agreements and the 2016A Governmental Agency Bonds, other than Administrative Fees payable pursuant to the Loan Agreements and amounts paid pursuant to certain provisions of the Loan Agreements relating to indemnification and payment of certain attorney's fees and expenses of the Authority and the Authority's right to enforce the Loan Agreement, (iv) Revenues, whether held by the Trustee or the Loan Servicer, and (v) the Loan Repayment Fund, the 2016 Series A Project Loan Account, the 2016 Series A Matching Account and the Debt Service Fund, including the investments, if any, thereof, subject only to the provisions of the Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Bond Resolution. See "Loan Agreements," "2016 Loan Repayments" and "2016 Series A Matching Account" under this caption. "**Revenues**" are defined by the Bond Resolution to include the 2016A Loan Repayments (other than Administrative Fees and certain other payments under the Loan Agreements described above), investment income on funds and accounts created under the Bond Resolution other than the Costs of Issuance Fund and the General Fund, and amounts deposited by the Authority in the Debt Service Fund from the Surplus Accounts, if any, in the manner and as otherwise described in "The Surplus Agreements" under this caption. See also "WPCRF and DWRP Matching Accounts" under this caption.

Loan Agreements

The obligation of the 2016A Governmental Agencies to make the 2016A Loan Repayments is payable from the sources described in the applicable Loan Agreements. See "2016A GOVERNMENTAL AGENCY LOANS."

Pursuant to the respective Loan Agreement, each 2016A Governmental Agency is required to make 2016A Loan Repayments according to a schedule set forth in the related Loan Agreement. The scheduled 2016A Loan Repayments under each Loan Agreement will be sufficient to pay (a) the principal amount of the Bonds allocated to the 2016A Governmental Agency, the interest thereon and the Authority's Administrative Fees, (b) an amount allocated to repayment of moneys contributed by the Authority including the required State matching funds and proceeds of draws under the Federal Capitalization Agreement with respect to such Governmental Agency's project, and (c) interest on the

amount set forth in (b). For a description of the 2016A Loan Repayments, see "DESCRIPTIONS OF THE BOND RESOLUTION AND THE LOAN AGREEMENTS – The Loan Agreements – Loan Repayments" in **Appendix A**.

In order to facilitate the collection and distribution of the payments made by the 2016A Governmental Agencies under the Loan Agreements, the Authority has entered into a Loan Servicing Agreement with the Loan Servicer. All portions of the 2016A Loan Repayments received by the Trustee from the Loan Servicer are to be deposited in the Loan Repayment Fund.

As soon as practicable after the deposit by the Trustee of each 2016A Loan Repayment from a 2016A Governmental Agency into the Loan Repayment Fund, but in no event later than the last Business Day preceding each interest payment date and each principal installment due date, the Trustee is to transfer to the Debt Service Fund a sum equal to the principal of and interest on the Bonds. On each interest payment date, the Trustee is required to withdraw from the Debt Service Fund an amount equal to the interest due on the Bonds on such interest payment date, which moneys will be paid by the Paying Agent to the owners of the Bonds. On each principal installment due date, the Trustee is required to make available to the Paying Agent from moneys in the Debt Service Fund an amount equal to the principal or redemption price of the Bonds due on such date, which moneys are to be applied by the Paying Agent to the payment of such principal or redemption price. See "DESCRIPTIONS OF THE BOND RESOLUTION AND THE LOAN AGREEMENTS" in **Appendix A**. On the first day of each September, the Trustee is required to transfer to the Authority for deposit in the General Fund all moneys, if any, then remaining in the Debt Service Fund.

The 2016A Governmental Agencies are each required, under the respective Loan Agreements, to replenish transfers from the 2016 Series A Matching Account resulting from deficiencies in their applicable 2016A Loan Repayments, which replenishment, together with interest thereon at an interest rate necessary to make up any loss caused by such deficiency, must be made in equal monthly installments for the lesser of six months or the remaining term of the applicable 2016A Loan. For additional information relating to the covenants and obligations of the 2016A Governmental Agencies under the respective Loan Agreements, see "DESCRIPTIONS OF THE BOND RESOLUTION AND THE LOAN AGREEMENTS – The Loan Agreements" in **Appendix A**.

The Bond Resolution provides that, upon the occurrence of an Event of Default (defined therein), the Trustee may enforce the rights of the Authority under the Loan Agreements. See "DESCRIPTIONS OF THE BOND RESOLUTION AND THE LOAN AGREEMENTS – The Bond Resolution – Defaults" and "– Remedies" in **Appendix A**.

2016A Loan Repayments; Annual Debt Service Requirements

Each 2016A Loan Repayment, upon deposit in the Loan Repayment Fund, is required to be deposited as follows: (i) first, to the Debt Service Fund, an amount equal to the principal of and interest on Bonds allocated to the related 2016A Governmental Agency; (ii) next, to the 2016 Series A Matching Account, moneys so that the amount on deposit in that account equals the 2016 Series A Matching Account Requirement; and (iii) then, to the General Fund, any moneys directed by the Authority to be deposited therein.

To the extent not applied pursuant to (i), (ii) or (iii), the remaining amounts in the Loan Repayment Fund shall be transferred to the Clean Water Surplus Fund.

The Authority expects that scheduled 2016A Loan Repayments will exceed the amount necessary to the debt service on the Bonds and that a portion of such 2016A Loan Repayments deposited to the Loan Repayment Fund will be transferred to the Clean Water Surplus Account. See "The Surplus Agreements" under this caption.

The following table estimates for each calendar year through the final maturity date of the Bonds (i) the total debt service payable on the Bonds and (2) the total scheduled 2016A Loan Repayments securing the Bonds. The table is based on the assumption that all 2016A Loan Repayments securing the Bonds will be made on a timely basis.

<u>Calendar Year</u>	<u>Principal^{(1)*}</u>	<u>Interest⁽²⁾</u>	<u>Total Debt Service on the Bonds</u>	<u>Total 2016A Repayments⁽³⁾</u>
2016	\$ 10,000	\$	\$	\$
2017	110,000			
2018	110,000			
2019	825,000			
2020	825,000			
2021	810,000			
2022	795,000			
2023	770,000			
2024	750,000			
2025	720,000			
2026	685,000			
2027	645,000			
2028	605,000			
2029	565,000			
2030	520,000			
2031	470,000			
2032	445,000			
2033	435,000			
2034	415,000			
2035	395,000			
2036	390,000			
2037	385,000			
2038	<u>380,000</u>			
	<u>\$12,060,000</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

(1) Assumes that no optional redemptions are made prior to maturity. See "DESCRIPTION OF THE BONDS – Prior Redemption." Payable each September 1, commencing September 1, 2016.

(2) Payable each March 1 and September 1, commencing September 1, 2016.

(3) Excludes Authority's Administrative Fees.

* Preliminary, subject to change.

2016 Series A Matching Account

The 2016 Series A Matching Account is also pledged to the payment of debt service on the Bonds. The 2016 Series A Matching Account will be funded upon delivery of the Bonds with available funds of the Authority in an amount equal to 2016 Series A Matching Account Requirement. See "DESCRIPTIONS OF THE BOND RESOLUTION AND THE LOAN AGREEMENT – The Bond Resolution – Funds and Accounts – 2016 Series A Matching Account" in **Appendix A**. In the event that

a 2016A Governmental Agency fails to pay its total 2016A Loan Repayment, deficiencies resulting therefrom in the Debt Service Fund will be required to be made up from transfers of moneys, if available, from the 2016 Series A Matching Account. All investments held in the 2016 Series A Matching Account are to be liquidated to the extent necessary in order to meet these requirements. 2016A Loan Repayments not required to be deposited in the Debt Service Fund as described in "2016A Loan Repayments" under this caption will first be required to be transferred to the 2016 Series A Matching Account so that the amount in that account is equal to the 2016 Series A Matching Account Requirement. If the balance in the 2016 Series A Matching Account is less than the 2016 Series A Matching Account Requirement at any time, an amount will be transferred from the Clean Water Surplus Account as described in "The Surplus Agreements – Clean Water Trust Agreement" under this caption.

On September 1 of each year, any amount then in the 2016 Series A Matching Account which exceeds the 2016 Series A Matching Account Requirement will be released to the Clean Water Surplus Account for the purposes described in "The Surplus Agreements – Clean Water Trust Agreement" under this caption, subject to the provision described in the following paragraph.

In the event of the refunding of any Bonds, the Authority may withdraw from the 2016 Series A Matching Account all, or any portion of, the amounts accumulated therein with respect to the Bonds being refunded and deposit such amounts to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded; provided that such withdrawal shall not be made unless (a) immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to the Bond Resolution, and (b) the amount remaining in the 2016 Series A Matching Account, after giving effect to the issuance of any Additional Bonds and the disposition of the proceeds thereof, shall not be less than the 2016 Series A Matching Account Requirement.

All interest, profits and other income earned and received by the Trustee (and, as applicable, credited as accrued to any fund or account), net of any losses suffered, from investment of moneys in any fund or account created under the Bond Resolution, other than from the Cost of Issuance Fund, is defined as "net earnings." Unless otherwise directed by the Authority, and, except for the net earnings of moneys on deposit in the 2016 Series A Project Subaccounts which shall be retained in the respective 2016 Series A Project Subaccounts to be applied to the requisition of Costs and thereafter transferred to the Debt Service Fund at the direction of the Authority, net earnings are to be deposited in the 2016 Series A Matching Account on or before each interest payment date. See "DESCRIPTIONS OF THE BOND RESOLUTION AND THE LOAN AGREEMENTS – The Bond Resolution – Investments" in **Appendix A.**

WPCRF and DWRP Matching Accounts

As described in "The Surplus Agreements" under this caption, moneys released from the matching accounts created under the original bond resolutions securing the WPCRF Bonds and DWRP Bonds issued prior to 2014 are deposited to the respective Surplus Accounts. Amounts transferred from the Surplus Accounts to the Debt Service Fund are part of the Trust Estate for the Bonds. Accordingly, the level of moneys in the matching accounts available for release to the Surplus Accounts, resulting in large part from investment earnings, impacts the overall security for the Bonds.

Prior to 2014, the Authority issued its new money WPCRF Bonds pursuant to the so called "reserve fund" model. Under such model, in connection with the issuance of new money WPCRF Bonds, each governmental agency was loaned the sum of an allocable portion of the proceeds of the WPCRF Bonds and an allocable portion of the amounts contributed by the Authority as State matching funds and agreed to repay the Authority in an amount equal to the principal of said allocable portion of such WPCRF Bonds and the State proceeds loaned to such governmental agency. The matching account that

secures such WPCRF Bonds was funded with proceeds of draws under the Federal Capitalization Agreement or funds of the Authority in an amount that was intended to generate interest earnings sufficient to reduce the interest payable by the governmental agency to below the interest rate on the WPCRF Bonds. The interest payable by the governmental agency was calculated to be the interest on the WPCRF Bonds less the income expected to be derived primarily from the investment of funds on deposit in a related matching account. Generally, earnings on the investment of such Federal Capitalization Grant moneys or funds of the Authority in the matching accounts are transferred to the related debt service fund to pay a portion of the interest on such WPCRF Bonds. If such investment earnings from a matching account for certain WPCRF Bonds are lower than anticipated and insufficient to cover the portion of the interest payment as intended, amounts will be transferred from such matching account as well as the Surplus Accounts to the debt service fund for the related WPCRF Bonds. In such event the related governmental agencies are not required to increase their loan repayments and are not required to make up revenue shortfalls of the Authority resulting from such insufficient investment earnings.

The Authority currently invests a significant portion of such matching accounts in open market securities and, in previous years, repurchase agreements with financial institutions with terms equal to the maturity of the related series of bonds and subject to requirements identical to or substantially similar to the requirements for repurchase agreements set forth in "DESCRIPTIONS OF THE BOND RESOLUTION AND THE LOAN AGREEMENT – Definitions – Investment Securities" in **Appendix A**. Such repurchase agreements, among other requirements, must generally be collateralized by certain obligations described in clauses (a) or (b) of the definition of "Investment Securities" in **Appendix A**. The Authority also requires that the fair market value of the collateral for such repurchase agreements be at least equal to 100% of invested funds.

Several of the repurchase agreements in which the Authority invests a portion of such matching account funds may be terminated at the option of the Authority if the ratings of the related repurchase agreement providers fall below certain predetermined levels. Although the ratings of certain repurchase agreement providers have fallen below such predetermined levels, such providers continue to perform their obligations under the respective repurchase agreements and the Authority has decided not to terminate the related repurchase agreements. The Authority reserves the right, however, to terminate such repurchase agreements in accordance with their respective terms under certain circumstances in the future. In the event of any such termination, it may not be possible for the Authority to reinvest the amounts in any related matching accounts at an investment rate as high as the repurchase agreement rate. Reinvestment at a lower rate may result in insufficient investment earnings to contribute to debt service for the "reserve fund" model WPCRF Bonds and may result in a transfer from the Surplus Accounts.

As of May 16, 2016, the total Authority matching account fund balance was \$136.5 million, of which \$28 million was invested in repurchase agreements as follows: \$1.3 million was invested with Trinity Plus Funding Company, LLC ("**Trinity**"), \$13.6 million was invested with AIG Matched Funding Corp. ("**AIG**"), and \$13 million was invested with Assured Guaranty Municipal Corp. ("**Assured Guaranty Ltd.**"). An additional \$85.3 million of such matching account funds was invested in SLGs or other obligations of the United States of America and a total of \$23.1 million of such matching account funds was invested in money market accounts such as COLO Trust Plus and Federated Prime Obligations Fund. The following table reflects the Authority's investment of such matching account funds as of May 16, 2016.

Investment of WPCRF and DWRF Matching Accounts⁽¹⁾

<u>Series</u>	<u>Investment Provider</u>	<u>Investment Description</u>	<u>Amount Invested</u> ⁽²⁾⁽³⁾
WPCRF 2015A	Colotrust	Money Market	\$ 1,369,680
DWRF 2015A	Colotrust	Money Market	690,090
WPCRF 2014A	Colotrust	Money Market	731,417
DWRF 2014A	Colotrust	Money Market	964,030
WPCRF 2013AR	Colotrust	Money Market	11,975,199
DWRF 2013AR	Colotrust	Money Market	7,389,678
DWRF 2012A	United States	SLGs	13,102,012
WPCRF 2011A	United States	SLGs	10,416,981
DWRF 2011A	United States	SLGs	13,337,173
WPCRF 2010B	United States	SLGs	11,862,386
WPCRF 2010A	United States	SLGs	23,572,434
DWRF 2008B	United States	SLGs	4,151,623
WPCRF 2008A	United States	SLGs	3,919,012
DWRF 2008A	United States	SLGs	5,025,740
DWRF 2006B	Assured Guaranty	Repurchase Agreement	9,951,391
WPCRF 2006B	Assured Guaranty	Repurchase Agreement	3,119,190
WPCRF 2001A	AIG	Repurchase Agreement	9,700,054
WPCRF 1999A	Trinity	Repurchase Agreement	1,271,279
WPCRF 1998B	AIG	Repurchase Agreement	2,606,300
WPCRF 1998A	AIG	Repurchase Agreement	1,349,078
TOTAL			\$136,504,747

⁽¹⁾ Amount Invested does not include State matching principal and investment earnings.

⁽²⁾ As of May 16, 2016.

⁽³⁾ Table reflects the termination of certain Repurchase Agreements in connection with the issuance of the 2016 Clean Water Refunding Bonds.

[Remainder of this page intentionally left blank]

The Surplus Agreements

Clean Water Trust Agreement

The Authority and Wells Fargo Bank, National Association, have entered into an Amended and Restated Wastewater Surplus Matching Account Trust Agreement, dated as of May 1, 1999, as amended (the "**Clean Water Trust Agreement**") which provides for the creation of an account (the "**Clean Water Surplus Account**") as a special account in the Water Pollution Control Revolving Fund into which shall be deposited (i) moneys released from the matching accounts (collectively, the "**WPCRF Matching Accounts**") created under resolutions securing WPCRF Bonds; (ii) the repayment of direct loans (collectively, the "**WPCRF Direct Loans**") funded from amounts available under the Water Pollution Control Revolving Fund, the Federal Capitalization Agreement and other moneys of the Authority; and (iii) loan repayments (such as the 2016A Loan Repayments) securing WPCRF Bonds (such as the Bonds) that are in excess of the amounts required to pay the debt service on such WPCRF Bonds and the WPCRF Subordinated Bonds (as defined herein). Pursuant to the Clean Water Trust Agreement, the Authority has pledged (in the following priority) all amounts on deposit in the Clean Water Surplus Account to the payment of: (a) all WPCRF Bonds; (b) all indebtedness of the Authority issued for which the Clean Water Surplus Account has been pledged as security subject and subordinate to the pledge of the Clean Water Surplus Account to the WPCRF Bonds (the "**WPCRF Subordinated Bonds**"); and (c) all indebtedness of the Authority issued for the Drinking Water Revolving Fund for which the Clean Water Surplus Account has been pledged as security. The Authority is not prohibited from issuing in the future additional WPCRF Bonds with a lien on the Clean Water Surplus Account which is on a parity with the lien thereon of the Bonds. **The Authority has covenanted in the Bond Resolution to apply amounts available in the Clean Water Surplus Account from time to time to the payment of the Bonds to the extent other moneys are insufficient to pay amounts due on the Bonds.**

Amounts on deposit in the Clean Water Surplus Account are to be transferred first, to any trustee under a resolution securing WPCRF Bonds that certifies that (i) the WPCRF Bonds for which it is trustee will be in default as to either principal or interest on the then-current principal or interest payment date or, if a deficiency in the matching account for such series of WPCRF Bonds exists, it is expected to be in default on the next succeeding interest payment date, (ii) there are no other moneys available or expected to be available under the instrument securing such WPCRF Bonds to pay all or a portion of such principal or interest on such dates, and (iii) the estimated amount required to cure such default, net of any other moneys available to such trustee for such purpose (if more than one such trustee has made such a certification, the Clean Water Trust Agreement Trustee shall, if available amounts are not sufficient, transfer to each such trustee a pro rata share of the amount on deposit in the Clean Water Surplus Account); and second, in the event that a trustee under a resolution securing WPCRF Bonds certifies to the Clean Water Trust Agreement Trustee that the amount on deposit in any matching account created under a resolution securing a series of WPCRF Bonds is less than the maximum annual debt service on such WPCRF Bonds in the then current or any future year or in the event that the amount on deposit in any matching account is less than the amount required to be on deposit therein, to the trustee under a resolution securing such WPCRF Bonds for deposit in the matching account for such WPCRF Bonds, an amount which, when added to the amount then on deposit in such matching account, shall equal the greater of (a) the amount required to be on deposit in such matching account or (b) maximum annual debt service due in the current year or future years on the WPCRF Bonds secured by such matching account.

Amounts on deposit in the Clean Water Surplus Account after application as described in the preceding paragraph are to be applied to the payment of the WPCRF Subordinated Bonds to the extent other moneys available therefor are insufficient to pay amounts due on the WPCRF Subordinated Bonds and thereafter to the Drinking Water Surplus Account created under the Drinking Water Trust Agreement (hereinafter defined) to be applied to the payment of DWRF Bonds. The Authority's pledge of the Clean

Water Surplus Account to the payment of the outstanding DWRF Bonds shall be subject and subordinate to the pledge thereof to the WPCRF Bonds and the WPCRF Subordinated Bonds. See "Drinking Water Trust Agreement" under this caption.

On the business day after receipt by the Clean Water Trust Agreement Trustee of moneys for deposit into the Clean Water Surplus Account, to the extent not applied as described in the preceding two paragraphs, such moneys are to be transferred by the Clean Water Trust Agreement Trustee to the loan account created under the Clean Water Trust Agreement free and clear of the lien and pledge of the Clean Water Surplus Account for use by the Authority to make other Water Pollution Control Revolving Fund loans or for other purposes of the Water Pollution Control Revolving Fund.

The following table estimates for each calendar year through the final maturity date of the Bonds (1) the total scheduled loan repayments securing the WPCRF Bonds (adjusted as noted), (2) the aggregate debt service on the WPCRF Bonds outstanding as of the date of this Official Statement (except as noted) (including the Bonds), (3) the projected aggregate release of moneys from the WPCRF Matching Accounts and repayments of the WPCRF Direct Loans, and (4) the aggregate debt service on the WPCRF Subordinated Bonds outstanding as of the date of this Official Statement. The table is based on the assumptions that all loan repayments securing WPCRF Bonds will be made on a timely basis and that none of the amounts on deposit in the WPCRF Matching Accounts will be required to provide for payment of the debt service on the WPCRF Bonds. **However, there is no assurance that the projections reflected in the following table will be realized. See "WPCRF and DWRF Matching Accounts" under this caption and "FORWARD-LOOKING STATEMENTS."** This table is intended to compare the aggregate debt service for the WPCRF Bonds (on parity with and including the Bonds) to the scheduled loan repayments securing such bonds and to the estimated matching account release amounts, which would be deposited to the Clean Water Surplus Account and would be available if necessary to pay a portion of such debt service. However, as described in "2016A Loan Repayments; Annual Debt Service Requirements" under this caption, the Authority expects that absent a failure of the Governmental Agencies to pay the 2016A Loan Repayments when due, the 2016A Loan Repayments described under that caption will exceed the amount necessary to pay the Bonds when due.

[Remainder of this page intentionally left blank]

Calendar Year	Total Loan Repayments on all WPCRF Bonds ⁽¹⁾	Total Debt Service on WPCRF Bonds ⁽²⁾⁽³⁾	Projected Moneys Released from WPCRF Matching Accounts and WPCRF Direct Loan Repayments ⁽⁴⁾	Total Debt Service on WPCRF Subordinated Bonds ⁽⁵⁾
2016	\$	\$	\$	\$ 9,942,100
2017				8,675,250
2018				8,178,025
2019				7,524,950
2020				4,901,725
2021				4,172,525
2022				--
2023				--
2024				--
2025				--
2026				--
2027				--
2028				--
2029				--
2030				--
2031				--
2032				--
2033				--
2034				--
2035				--
2036				--
2037				--
2038				--
Total	\$	\$	\$	\$43,394,575

(1) Not including repayments of WPCRF Direct Loans but including the excess portion of the loan repayments allocated to the repayment of funds deposited by the Authority as State matching funds and of Federal capitalization grants or equity funds allocable to certain loans. See "2016A Loan Repayments; Annual Debt Service Requirements" under this caption. Also includes scheduled earnings from investment of matching accounts and project loan subaccounts relating to the WPCRF Bonds. See "WPCRF and DWRF Matching Accounts" under this caption. Includes March 1, 2016 debt service payments.

(2) Includes debt service on the Bonds. See "2016A Loan Repayments; Annual Debt Service Requirements" under this caption. Such debt service on the WPCRF Bonds is shown net of amounts from the Matching Account which will be transferred to the Debt Service Fund to reduce final Loan Repayments for certain borrowers. Includes March 1, 2016 debt service payments.

(3) Amounts subject to change. Debt service is shown for all WPCRF Bonds (including the Bonds) outstanding for 2016. There is no restriction on the Authority's ability to issue future additional WPCRF Bonds. See "WATER POLLUTION CONTROL REVOLVING FUND."

(4) These amounts are only estimated, and are subject to change in the event WPCRF Matching Accounts are diminished due to deficient Loan Repayments on WPCRF Bonds or insufficient investment earnings. See "WPCRF and DWRF Matching Accounts" under this caption.

(5) Amounts subject to change due to additional issuance or refinancings of WPCRF Subordinated Bonds.

Drinking Water Trust Agreement

The Authority and Wells Fargo Bank, National Association, have entered into a Drinking Water Surplus Matching Account Trust Agreement, dated as of October 1, 1997, as amended (the "**Drinking Water Trust Agreement**") and, together with the Clean Water Trust Agreement, the "**Surplus Agreements**") which provides for the creation of an account (the "**Drinking Water Surplus Account**") as a special account in the Drinking Water Revolving Fund into which shall be deposited (i) moneys released from the matching accounts (collectively, the "**DWRF Matching Accounts**") created under resolutions securing DWRF Bonds; (ii) the repayment of direct loans (collectively, the "**DWRF Direct Loans**") funded from amounts available under the Drinking Water Revolving Fund federal capitalization agreement and other moneys of the Authority; and (iii) loan repayments securing DWRF Bonds that are in excess of the amounts required to pay the debt service on such DWRF Bonds and DWRF Subordinated Bonds (as defined herein). Pursuant to the Drinking Water Trust Agreement, the Authority has pledged (in the following priority) all amounts on deposit in the Drinking Water Surplus Account to the payment of: (a) all DWRF Bonds; (b) all indebtedness of the Authority issued for which the Drinking Water Surplus Account has been pledged as security subject and subordinate to the pledge of the Drinking Water Surplus Account to the DWRF Bonds (the "**DWRF Subordinated Bonds**"); and (c) all indebtedness of the Authority issued for the Water Pollution Control Revolving Fund for which the Drinking Water Surplus Account has been pledged as security subject and subordinate to the pledge of the Drinking Water Revolving Fund to the payment of the DWRF Bonds and the DWRF Subordinated Bonds. Therefore, the pledge of the Drinking Water Surplus Account to the payment of the WPCRF Bonds (which include the Bonds) is subject and subordinate to the pledge of the Drinking Water Surplus Account to the payment of \$140.7 million principal amount of currently outstanding DWRF Bonds (includes \$127.8 million of senior refunding bonds) and \$13 million principal amount of currently outstanding DWRF Subordinated Bonds. The manner of the application of the amount, if any, on deposit in the Drinking Water Surplus Account to the payment of the WPCRF Bonds would be substantially similar to the manner of the application of the Clean Water Surplus Account discussed in "Clean Water Trust Agreement" under this caption to the payment of the WPCRF Bonds and the WPCRF Subordinated Bonds. **The Authority has covenanted in the Bond Resolution to apply amounts available in the Drinking Water Surplus Account from time to time to the payment of the Bonds to the extent other moneys are insufficient to pay amounts due on the Bonds; provided that amounts in the Drinking Water Surplus Account shall be applied first to pay any deficiencies in debt service on the DWRF Bonds and DWRF Subordinated Bonds as described above.**

The following table estimates for each calendar year through the final maturity date of the Bonds (1) the total scheduled loan repayments securing the DWRF Bonds (adjusted as noted), (2) the aggregate debt service on the DWRF Bonds and DWRF Subordinated Bonds outstanding as of the date of this Official Statement (except as noted), and (3) the projected aggregate release of moneys from the DWRF Matching Accounts and scheduled repayment of the DWRF Direct Loans. The release amounts have been estimated based on the assumptions that all loan repayments securing DWRF Bonds will be made on a timely basis and that none of the amounts on deposit in the DWRF Matching Accounts will be required to provide for payment of the debt service on the DWRF Bonds. **However, there is no assurance that the projections reflected in the following table will be realized. See "WPCRF and DWRF Matching Accounts" under this caption and "FORWARD-LOOKING STATEMENTS."** This table is intended to compare the aggregate debt service for the DWRF Bonds and the DWRF Subordinated Bonds which are payable prior to the WPCRF Bonds (including the Bonds) to the scheduled loan repayments securing such bonds and to the estimated matching account release amounts, which upon release would be deposited to the Drinking Water Surplus Account and would be available if necessary to pay a portion of such debt service. Only upon payment of any such debt service would the release amounts be available to pay amounts due on the WPCRF Bonds (including the Bonds).

Calendar Year	Total Loan Repayments on all DWRF Bonds ⁽¹⁾	Total Debt Service on DWRF Bonds and DWRF Subordinated Bonds ⁽²⁾⁽³⁾	Projected Moneys Released from DWRF Matching Accounts and DWRF Direct Loans ⁽³⁾
2016	\$ 24,341,301	\$ 18,256,815	\$ 7,821,556
2017	23,950,587	17,676,064	7,651,581
2018	23,575,797	16,623,632	7,940,046
2019	21,498,209	13,896,778	7,806,709
2020	19,113,634	14,490,309	8,114,712
2021	16,479,576	12,131,992	7,981,072
2022	20,478,034	15,023,602	8,345,286
2023	13,429,596	8,665,400	7,540,837
2024	13,043,341	8,868,268	7,653,145
2025	12,292,812	7,797,238	6,774,364
2026	11,959,450	8,191,706	6,350,303
2027	11,477,486	7,677,869	7,028,747
2028	10,730,434	6,901,031	8,834,786
2029	8,285,232	4,634,963	6,964,967
2030	8,206,633	4,495,813	6,220,463
2031	7,635,135	3,925,369	4,316,177
2032	7,803,216	3,956,519	4,993,036
2033	6,048,376	2,260,025	3,052,208
2034	6,162,937	2,190,956	3,832,300
2035	2,316,437	517,075	2,201,767
2036	1,121,188	206,250	1,584,222
2037	--	--	789,125
2038	--	--	703,417
2039	--	--	602,037
2040	--	--	457,208
2041	--	--	433,191
2042	--	--	407,022
2043	--	--	335,571
2044	--	--	326,254
2045	--	--	168,059
2046	--	--	2,767
Total	<u>\$269,949,411</u>	<u>\$178,387,674</u>	<u>\$137,232,933</u>

- (1) Not including repayments of DWRF Direct Loans but including the excess portion of the loan repayments allocated to the repayment of funds deposited by the Authority as State matching funds and of Federal capitalization grants or equity funds allocable to certain loans. Also includes scheduled earnings from investment of matching accounts and project loan subaccounts relating to DWRF Bonds. See "WPCRF and DWRF Matching Accounts" under this caption. Includes March 1, 2016 debt service payments.
- (2) Debt Service is shown only for DWRF Bonds and DWRF Subordinated Bonds outstanding as of the date hereof. Such debt service on the DWRF Bonds is shown net of amounts from the DWRF Matching Account which will be transferred to the Debt Service Fund to reduce final Loan Repayments for certain borrowers. There is no restriction on the Authority's ability to issue future additional DWRF Bonds. Includes March 1, 2016 debt service payments.
- (3) These amounts are only estimated, and are subject to change in the event DWRF Matching Accounts are diminished due to deficient Loan Repayments on DWRF Bonds or insufficient investment earnings.

INFORMATION REGARDING THE 2016A GOVERNMENTAL AGENCIES

No general or financial information with respect to any 2016A Governmental Agency is provided in this Official Statement because the principal portion of the 2016A Loan of any 2016A Governmental Agency is less than ten percent (10%) of the total outstanding principal portion of the Trust Agreement Debt. Copies of the most recent audited financial statements of the Governmental Agencies are available upon request from the Authority at 1580 Logan Street, Suite 620, Denver, Colorado 80203, telephone number (303) 830-1550.

STATE CONSTITUTIONAL AMENDMENT

On November 3, 1992, the voters of the State approved an amendment to the State Constitution (the "**Amendment**") that is codified as Article X, Section 20 of the Constitution, commonly known as the Taxpayers' Bill of Rights ("**TABOR**"). A number of statutes implementing the Amendment have been enacted by the General Assembly, including statutes defining the revenues and spending included in the State's fiscal year revenue and spending for purposes of the Amendment's revenue and spending limits, the accounting treatment of refunds owed by the State under the Amendment, and State operations that qualify as "enterprises" which are excluded from the Amendment. The Amendment defines an "enterprise" as a government-owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenues in grants from all State and local governments combined. An "enterprise" is excepted from the borrowing restrictions (including the voter approval requirement) and the revenue and expenditure limits of the Amendment.

The Amendment requires voter approval prior to the imposition by certain State and local governmental units of a new tax, tax rate increase, mill levy increase, valuation for assessment ratio increase, tax extension or other change in policy that results in a net gain of tax revenues or the creation by such governmental units of any multiple-fiscal year debt or other financial obligation, subject to certain exceptions, including refinancing at a lower interest rate and revenue bonds issued by "enterprises."

The Amendment contemplates that qualification as an "enterprise" will be determined annually and that "enterprises" may be disqualified as such by receiving 10% or more of their revenues for any year in the form of State or local government grants. Disqualification of the Authority as an "enterprise" might affect the ability of the Authority to issue future multiple-fiscal year obligations without voter approval. The Amendment also contemplates that a disqualified "enterprise" may be requalified in the next or any future year.

The Authority is operated as a self-sustaining business activity without significant State or other local government grants. The Authority does not expect that it will be disqualified as an "enterprise" in any year during the term of the Bonds. On the date of issuance of the Bonds, Bond Counsel to the Authority will render its opinion that the Authority is an "enterprise" under the Amendment on such date.

Failure to comply with the Amendment, or disqualification of a 2016A Governmental Agency as an "enterprise," could subject a 2016A Governmental Agency to the borrowing restrictions (including the voter approval requirement) and the revenue and expenditure limits of the Amendment unless the 2016A Governmental Agency obtains voter approval to be exempted from such limitations. On the date of issuance of the Bonds, the bond counsel to each 2016A Governmental Agency rendered either an opinion that the execution and delivery of the applicable Loan Agreement and applicable 2016A Governmental Agency Bond complies with the requirements of the Amendment or an opinion that such execution and delivery is not subject to the limitations of the Amendment because the 2016A Governmental Agency is

an "enterprise" under the Amendment on such date. A 2016A Governmental Agency's failure to maintain its "enterprise" status would not adversely affect the validity or enforceability of the Loan Agreement and 2016A Governmental Agency Bond, but could possibly affect such 2016A Governmental Agency's ability to collect revenues in an amount sufficient to pay debt service on its respective loan.

FEDERAL AND STATE INCOME TAX

Tax Exemption

The Internal Revenue Code of 1986 (the "**Code**") imposes certain requirements that must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded pursuant to section 103(a) of the Code from the gross income of the owners thereof for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in the gross income of the owners thereof for federal income tax purposes retroactive to the date of issue of the Bonds. The Authority has covenanted in the Bond Resolution to maintain the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes.

In the opinion of Norton Rose Fulbright US LLP, Bond Counsel, under existing law, and assuming compliance with the covenants referred to herein, interest on the Bonds is excluded pursuant to section 103(a) of the Code from the gross income of the owners thereof for federal income tax purposes. In the further opinion of Bond Counsel, under existing law the Bonds are not "specified private activity bonds" within the meaning of section 57(a)(5) of the Code and, therefore, interest on the Bonds is not treated as an item of tax preference for purposes of computing the alternative minimum tax imposed by section 55 of the Code. Receipt or accrual of interest on Bonds owned by a corporation may affect the computation of the alternative minimum taxable income of that corporation. A corporation's alternative minimum taxable income is the basis on which the alternative minimum tax is computed.

In the further opinion of Bond Counsel, under existing laws of the State of Colorado, interest on the Bonds and any gain on the sale of the Bonds is exempt from income taxes imposed by the State of Colorado.

The Authority, in the Bond Resolution and in the *Tax Certificate Pertaining to Arbitrage and Other Matters under Sections 103 and 141-150 of the Internal Revenue Code of 1986*, to be delivered by the Authority in connection with the issuance of the Bonds, and each of the Governmental Agencies, in its respective Loan Agreement, has made representations relevant to the determination of, and has made certain covenants regarding or affecting, the exclusion of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes. In reaching its opinions described above, Bond Counsel will assume that each such representation is accurate, and that the Authority and each Governmental Agency will keep its covenants.

Except as stated in this section above, Bond Counsel will express no opinion as to any federal or state tax consequence of the receipt of interest on, or the ownership or disposition of, the Bonds. Furthermore, Bond Counsel will express no opinion as to any federal, state or local tax law consequence with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof predicated or permitted upon the advice or approval of other counsel. Bond Counsel has not undertaken to advise in the future whether any event after the date of issuance of the Bonds may affect the tax status of interest on the Bonds or the tax consequences of the ownership of the Bonds.

Bond Counsel's opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the Authority and of the Governmental Agencies described above. No ruling has been sought from the Internal Revenue Service (the "Service") with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel's opinion is not binding on the Service. The Service has an ongoing program of auditing the tax-exempt status of the interest on municipal obligations. If an audit of the Bonds is commenced, under current procedures the Service is likely to treat the Issuer as the "taxpayer," and the owners would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Bonds, the Issuer may have different or conflicting interest from the owners. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Existing law may change to reduce or eliminate the benefit to bondholders of the exemption of interest on the Bonds from personal income taxation by the State of Colorado or of the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes. Any proposed legislation or administrative action, whether or not taken, could also affect the value and marketability of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed or future changes in tax law.

A copy of the proposed form of opinion of Bond Counsel is attached hereto as **Appendix C**.

Tax Accounting Treatment of Bond Premium and Original Issue Discount

To the extent that a purchaser of a Bond acquires that Bond at a price in excess of its "stated redemption price at maturity" (within the meaning of section 1273(a)(2) of the Code), such excess will constitute "bond premium" under the Code. Section 171 of the Code, and the Treasury Regulations promulgated thereunder, provide generally that bond premium on a tax-exempt obligation must be amortized over the remaining term of the obligation (or a shorter period in the case of certain callable obligations); the amount of premium so amortized will reduce the owner's basis in such obligation for federal income tax purposes, but such amortized premium will not be deductible for federal income tax purposes. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of the obligation. The amount of premium that is amortizable each year by a purchaser is determined by using such purchaser's yield to maturity. The rate and timing of the amortization of the bond premium and the corresponding basis reduction may result in an owner realizing a taxable gain when its Bond is sold or disposed of for an amount equal to or in some circumstances even less than the original cost of the Bond to the owner.

The excess, if any, of the stated redemption price at maturity of Bonds of a maturity over the initial offering price to the public of the Bonds of that maturity is "original issue discount". Original issue discount accruing on a Bond is treated as interest excluded from the gross income of the owner thereof for federal income tax purposes to the same extent as would be stated interest on the Bonds. Original issue discount on any Bond purchased at such initial offering price and pursuant to such initial offering will accrue on a semiannual basis over the term of the Bond on the basis of a constant yield method and, within each semiannual period, will accrue on a ratable daily basis. The amount of original issue discount on such a Bond accruing during each period is added to the adjusted basis of such Bond to determine taxable gain upon disposition (including sale, redemption or payment on maturity) of such Bond. The Code includes certain provisions relating to the accrual of original issue discount in the case of purchasers of Bonds who purchase such Bonds other than at the initial offering price and pursuant to the initial offering.

Persons considering the purchase of Bonds with original issue discount or initial bond premium should consult with their own tax advisors with respect to the determination of original issue discount or amortizable bond premium on such Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of such Bonds. Bond Counsel has expressed no opinion regarding any such determination or tax consequence.

Other Tax Considerations

Although interest on the Bonds is exempt from income taxes of the State of Colorado and is excluded from the gross income of the owners thereof for federal income tax purposes, an owner's federal, state or local tax liability may otherwise be affected by the ownership or disposition of the Bonds. The nature and extent of these other tax consequences will depend upon the owner's other items of income or deduction. Without limiting the generality of the foregoing, prospective purchasers of the Bonds should be aware that (i) section 265 of the Code denies a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds and the Code contains additional limitations on interest deductions applicable to financial institutions that own tax-exempt obligations (such as the Bonds), (ii) with respect to insurance companies subject to the tax imposed by section 831 of the Code, section 832(b)(5)(B)(i) reduces the deduction for loss reserves by 15% of the sum of certain items, including interest on the Bonds, (iii) interest on the Bonds earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by section 884 of the Code, (iv) passive investment income, including interest on the Bonds, may be subject to federal income taxation under section 1375 of the Code for Subchapter S corporations that have Subchapter C earnings and profits at the close of the taxable year if greater than 25% of the gross receipts of such Subchapter S corporation is passive investment income, (v) section 86 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take into account, in determining the taxability of such benefits, receipts or accruals of interest on the Bonds and (vi) under section 32(i) of the Code, receipt of investment income, including interest on the Bonds, may disqualify the recipient thereof from obtaining the earned income credit. Bond Counsel has expressed no opinion regarding any such other tax consequence.

CONTINUING DISCLOSURE

Pursuant to Rule 15c2-12 (the "**Rule**") under the Securities Exchange Act of 1934, the Authority and each Obligated Person (as hereinafter defined) have undertaken for the benefit of the registered and beneficial owners of the Bonds to provide certain financial information and operating data (the "**Annual Information**") relating to the Authority and to any Obligated Person. The Authority has further undertaken to provide notices of the occurrence of certain enumerated events with respect to the Bonds. The Annual Information relating to the Authority and the Obligated Persons, respectively, is to be provided within 210 days after the end of each fiscal year of the Authority or such Obligated Person, respectively. The Bond Resolution defines Obligated Person to be any Governmental Agency, the principal amount of whose Loan allocable to the Bonds is more than 10% of the outstanding principal portion of the Trust Agreement Debt. Currently, no Governmental Agency satisfies the definition of Obligated Person. The Annual Information is to be filed by or on behalf of the Authority with the Municipal Securities Rulemaking Board (the "**MSRB**") at its Electronic Municipal Market Access ("**EMMA**") system (available at <http://emma.msrb.org>). Notices of certain enumerated events are to be filed by or on behalf of the Authority with the MSRB. The nature of the information to be provided in the Annual Information and the notices of enumerated events is set forth in "**Appendix A – DESCRIPTIONS OF THE BOND RESOLUTION AND THE LOAN AGREEMENTS – The Bond Resolution – Continuing Disclosure Provision**" and "**–The Loan Agreements – Obligation to Provide Continuing Disclosure.**"

The Authority has not been in compliance with all of its continuing disclosure undertakings in all material respects during the last five years in the following respects. The Authority has filed the annual financial statements of the Authority within the required 210 day period, except in the case of the Fiscal Year 2012 audited annual financial statements which were not filed with the EMMA system until April 28, 2014. However, the Fiscal Year 2012 audited financial statements were posted on the Authority's website prior to the end of the 210 day period. The Authority has also made available other required Annual Information updating certain tables and Appendix D available in official statements filed each year with the EMMA system and the nationally recognized municipal securities information repositories ("**NRMSIRs**"), but the Authority did not file a notice of cross-reference in calendar years 2011 and 2012 indicating that such official statements were intended to satisfy the Authority's obligation to provide such Annual Information. The Authority filed a Notice of Failure to Provide Annual Information with the EMMA system on April 28, 2014, and also indicated in the Notice its intent for the information in such official statements to satisfy by cross-reference the Authority's past disclosure obligations. The Authority failed to notify a borrower of new "obligated person" status in the now closed pooled program (Small Water Program) where only borrowers comprising 10% or more of the pool are "obligated persons." Therefore, the borrower did not submit annual financial information in 2011. The borrower was notified, submitted the information in 2012 and paid off the loan in 2013, and is therefore no longer an "obligated person." 2010 and 2011 annual financial statements and certain annual financial information for a borrower in the Water Resources Program who was an "obligated person" under the related undertaking were not filed until October 3, 2011 and September 11, 2012, respectively.

In addition, over the past five years, there have been various instances when rating changes have occurred with respect to bonds issued by the Authority (including changes as a result of bond insurers' ratings) and the Authority did not file a ratings event notice with the EMMA system.

The Authority management believes it has appropriate staffing levels, training programs and adequate policies and associated procedures to assure post issuance compliance with future continuing disclosure filings. The Authority shall not be responsible for any failure by the NRMSIRs or the EMMA system to properly post and maintain such information or to associate such information with the correct CUSIPs in respect of any outstanding Trust Agreement Debt.

CERTAIN LEGAL MATTERS

The validity and enforceability of the Bonds will be approved by Norton Rose Fulbright US LLP, New York, New York, whose approving opinion will be attached to the Bonds. A copy of the proposed form of such opinion is attached hereto as **Appendix C**. Certain legal matters will be passed upon for the Authority by Carlson, Hammond & Paddock, L.L.C., Denver, Colorado and Hogan Lovells US LLP, Denver, Colorado, Special Counsel to the Authority.

NO LITIGATION

There is not now pending, nor to its knowledge, threatened, litigation against the Authority in any way contesting or affecting the validity or the issuance of the Bonds or the validity or enforceability of the Bond Resolution, the Loan Agreements, the 2016A Governmental Agency Bonds, the Loan Servicing Agreements or the Surplus Agreements.

RATINGS

Moody's Investors Service, Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies and Fitch Ratings have assigned the Bonds the ratings set forth on the cover page hereof. Such ratings reflect only the views of Moody's Investors Service, Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, and Fitch Ratings and an explanation of the methodology used by such rating agencies and the significance of such ratings may be obtained only from them. There is no assurance that such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

ORIGINAL PURCHASER

_____ (the "**Original Purchaser**") purchased the Bonds pursuant to electronic competitive bidding held via Parity on May 24, 2016, at a purchase price equal to \$_____ (consisting of the aggregate principal amount of the Bonds [plus/less] [a/an] [net] original issue [premium/discount] of \$_____, less Original Purchaser's discount of \$_____). The Original Purchaser has supplied all information as to the initial public offering price of the Bonds as set forth on the cover page hereof. The Bonds were reoffered to the public by the Original Purchaser at the prices or yields set forth on the cover page hereof, however, the Original Purchaser may offer to sell the Bonds to certain dealers and others at prices lower than the initial offering prices, and the public offering prices may be changed from time to time by the Purchaser. The Original Purchaser is obligated to purchase all of the Bonds if any of the Bonds are purchased.

FINANCIAL ADVISOR

Jefferies LLC, Boston, Massachusetts ("**Jefferies**"), is serving as financial advisor to the Authority with respect to the sale of the Bonds. As the Authority's financial advisor, Jefferies has assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring, rating and issuance of the Bonds. In its role of financial advisor to the Authority, Jefferies has not undertaken either to make an independent verification of or to assume responsibility for the accuracy or completeness of the information contained in this Official Statement, including the Appendices hereto.

[Remainder of this page intentionally left blank]

MISCELLANEOUS

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

All references to constitutional provisions, statutes, the Bonds, the Bond Resolution, the Loan Agreements, the 2016A Governmental Agency Bonds, the Loan Servicing Agreements, the Surplus Agreements and other documents contained in this Official Statement are brief summaries of certain provisions thereof and do not purport to be definitive or comprehensive, and all references thereto are qualified in their entirety by reference to the actual provisions, statutes and documents.

The Authority has caused this Official Statement to be executed by its authorized officer.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

By: _____
Executive Director

APPENDIX A

DESCRIPTIONS OF THE BOND RESOLUTION AND THE LOAN AGREEMENTS

This Appendix includes a general summary of certain provisions of the Bond Resolution and the Loan Agreements. The summary is not to be considered a full statement of the terms of the Bond Resolution or the Loan Agreements, and, accordingly, is qualified by reference to the Bond Resolution and the Loan Agreements and is subject to the full text thereof. Copies of the Bond Resolution and the Loan Agreements may be obtained from the Authority upon request.

DEFINITIONS

The following are definitions in summary form of certain terms used in the Bond Resolution and the Loan Agreements.

"*Accreted Value*" means, with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond (determined on the basis of the principal amount per \$5,000 at maturity thereof) plus the amount assuming semi-annual compounding of earnings which would be produced on the investment of such principal amount, beginning on the dated date of such Capital Appreciation Bond and ending at the maturity date thereof, at a yield which, if produced until maturity, will produce \$5,000 at maturity. As of any Valuation Date, the Accreted Value of any Capital Appreciation Bonds shall mean the amount set forth for such date in the Supplemental Resolution authorizing such Capital Appreciation Bonds and as of any date other than a Valuation Date, the sum of (a) the Accreted Value on the preceding Valuation Date and (b) the product of (i) a fraction, the numerator of which is the number of days having elapsed from the preceding Valuation Date and the denominator of which is the number of days from such preceding Valuation Date to the next succeeding Valuation Date, and (ii) the difference between the Accreted Values for such Valuation Dates.

"*Authority Act*" means the "Colorado Water Resources and Power Development Authority Act," being Section 37-95-101 *et seq.* of the Colorado Revised Statutes, as the same may from time to time be amended and supplemented.

"*Administrative Fee*" means an annual fee, payable in two equal installments as set forth in each Loan Agreement, of up to eight-tenths of one percent (0.8%) of the initial principal amount of each Loan or such lesser amount, if any, as the Authority may approve from time to time.

"*Aggregate Debt Service*" for any period means, as of any date of calculation, the sum of the amounts of Debt Service for such period with respect to all Series. For purposes of this definition, the principal and interest portions of the Accreted Value of Capital Appreciation Bonds becoming due at maturity or by virtue of a Sinking Fund Installment shall be included in the calculations of accrued and unpaid and accruing interest or Principal Installments in such manner and during such period of time as is specified in the Supplemental Resolution authorizing such Capital Appreciation Bonds.

"*Allocable Investment Income*" means, with respect to each Governmental Agency, the interest earnings or accrual on the Project Loan Subaccount created under the Bond Resolution which are to be credited to the Loan Repayments in accordance with the Loan Agreement.

"*Allocable Share*" means, with respect to each Governmental Agency, a fraction, the numerator of which shall equal the initial aggregate principal amount of the Governmental Agency's Loan, and the denominator of which shall equal the total initial aggregate principal amount of all Loans; provided, however, if a single loan is made, Allocable Share shall mean 100%.

"*Applicable*" means (a) with reference to any fund or account so designated and established by the Bond Resolution, the fund or account so designated and established, and (b) with respect to any Loan Agreement, the Loan Agreements entered into by and between a Governmental Agency and the Authority relating to a borrowing by such Governmental Agency from the Authority.

"*Authority Bonds*" means bonds authorized by the Bond Resolution, together with any refunding bonds authenticated and delivered pursuant to the Bond Resolution, in each case in order to provide the source of funding of a particular Project Loan Subaccount from which amounts loaned to a Governmental Agency pursuant to its Loan Agreement are taken.

"*Authorized Officer*" means: (a) in the case of the Authority, the Chairman, Vice Chairman, Executive Director, Finance Director or Controller of the Authority, or any other person or persons designated by the Board of the Authority by resolution to act on behalf of the Authority under the Bond Resolution; the designation of such person or persons shall be evidenced by a written certificate containing the specimen signature of such person or persons and signed on behalf of the Authority by its Chairman or its Vice Chairman; (b) in the case of a Governmental Agency, the person whose name is set forth in the Applicable Loan Agreement or such other person or persons authorized pursuant to a resolution or ordinance of the governing body of the Governmental Agency to perform any act or execute any document whose name is furnished in writing to the Authority and the Trustee; and (c) in the case of the Trustee, any person or persons authorized to perform any act or execute any document; the designation of such person or persons shall be evidenced by a written certificate containing the specimen signature of such person or persons reasonably acceptable to the Authority.

"*Board of the Authority*" means the Board of Directors of the Authority, or if said Board shall be abolished, the board, body, commission or agency succeeding to the principal functions thereof or to whom the powers and duties granted or imposed by the Bond Resolution shall be given by law.

"*Bond*" or "*Bonds*" means one or more, as the case may be, of the Authority's Clean Water Revenue Bonds, 2016 Series A or any Series of Refunding Bonds and all Bonds thereafter authenticated and delivered in lieu of or in substitution for such bonds pursuant to the Bond Resolution.

"*Bond Counsel*" means a law firm, appointed by the Authority, having knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds.

"*Bond Resolution*" means the Water Pollution Control Revolving Fund 2016 Series A Revenue Bond Resolution, as adopted by the Board on April 22, 2016 and all amendments and supplements thereto adopted in accordance with the provisions thereof.

"*Bondholder*," "*Holder*," "*holder*," "*Owner*" or "*owner*" means any person who shall be the registered owner of a Bond or Bonds.

"*Business Day*" means, with respect to the Bonds of any Series, any day other than (a) a Saturday, Sunday or legal holiday or a day on which banking institutions, in the city in which the Principal Office of the Authority, the Trustee, the Paying Agent or the Loan Servicer is located, are closed, or (b) a day on which The New York Stock Exchange is closed.

"*Capital Appreciation Bonds*" means any Bonds hereafter issued as to which interest is payable only at the maturity or prior redemption of such Bonds. For the purposes of (a) receiving payment of the Redemption Price, if any, of a Capital Appreciation Bond that is redeemed prior to maturity, (b) receiving payment of a Capital Appreciation Bond if the principal of all Bonds is declared immediately due and

payable following an Event of Default as provided in the Bond Resolution, or (c) computing the principal amount of Bonds held by the holder of a Capital Appreciation Bond in giving any notice, consent, request, or demand pursuant to the Bond Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value.

"*Certificate*," "*Statement*," "*Request*" and "*Order*" mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the Authority, the Trustee or a Governmental Agency by an Authorized Officer of the Authority, the Trustee or such Governmental Agency, respectively. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the instruments so combined shall be read and construed as a single instrument.

"*Clean Water Trust Agreement*" means the Amended and Restated Wastewater Surplus Matching Account Trust Agreement, dated as of May 1, 1999, as amended, between the Authority and Wells Fargo Bank, National Association, as the same may be amended and supplemented from time to time.

"*Code*" means the Internal Revenue Code of 1986, as the same may from time to time be amended or supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

"*Cost*" means those costs that are eligible to be funded from draws under the Federal Capitalization Agreement and are reasonable, necessary and allocable to a Governmental Agency's Project and are permitted by generally accepted accounting principles to be costs of such Project.

"*Costs of Issuance*" means all items of expense directly or indirectly payable by or reimbursable to the Authority and related to the authorization, execution, issuance, sale and delivery of each Series of Bonds, including (without limitation) original issue discount, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee, the Loan Servicer and the Paying Agent, municipal bond insurance premiums and related costs, legal fees and charges, rating agency fees, fees and disbursements of financial or other consultants and professionals, fees and charges for preparation, execution and safekeeping of the Bonds of such Series, and any other cost, charge or fee in connection with the issuance of the such Series of Bonds.

"*Cost of Issuance Fund*" means the fund so designated and established by the Bond Resolution.

"*Debt Service*" for any period means, as of any date of calculation and with respect to any Series of Bonds, an amount equal to the sum of (i) the interest accruing during such period on such Series of Bonds except to the extent such interest is to be paid from deposits made from Bond proceeds into the Debt Service Fund, and (ii) that portion of each Principal Installment for such Series which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date for such Series or, if there should be no preceding Principal Installment due date, from a date one year (or such lesser period as shall be appropriate if Principal Installments shall become due more frequently than annually) preceding the due date of such Principal Installment or from the date of issuance of the Bonds of such Series, whichever is later. For purposes of this definition, the principal and interest portions of the Accreted Value of Capital Appreciation Bonds becoming due at maturity or by virtue of a Sinking Fund Installment shall be included in the calculations of accrued and unpaid and accruing interest or Principal Installments in such manner and during such period of time as is specified in the Supplemental Resolution authorizing such Capital Appreciation Bonds.

"*Debt Service Fund*" means the fund so designated and established by the Bond Resolution.

"*Debt Service Requirement*" with respect to any Series of Bonds and with respect to the next interest payment date for such Bonds means (i) in the case of any Interest Payment Date on which interest only shall be due, the interest accrued and unpaid and to accrue to such date plus that portion of the Principal Installment for such Series which would accrue if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date, or if there should be no preceding Principal Installment due date, from a date one year (or such lesser period as shall be appropriate if Principal Installments shall become due more frequently than annually) preceding the due date of such Principal Installment or from the date of issuance of the Bonds of such Series, whichever is later, and (ii) in case of an Interest Payment Date on which both interest and Principal Installment or Principal Installments shall be due, interest accrued and to accrue to such date plus the Principal Installment or Principal Installments due on such date.

"*Default*" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default with respect to the Bonds.

"*Defeasance Securities*" means the securities defined in clauses (i) and (ii) of the definition of Investment Securities.

"*Details Certificate*" means the certificate of an Authorized Officer determining the details related to the Bonds required by the provisions of the Bond Resolution which certificate is to be executed on the date of sale of the Bonds and filed with the Trustee.

"*Drinking Water Trust Agreement*" means the Drinking Water Surplus Matching Account Trust Agreement, dated as of October 1, 1997, between the Authority and Wells Fargo Bank, National Association, as successor Trustee, as the same may be amended and supplemented from time to time.

"*Event of Default*" means any occurrence or event designated as such in the Bond Resolution.

"*event of default*" means any occurrence or event specified as such in the Loan Agreements.

"*Federal Capitalization Agreement*" means the instrument or agreement entered into by the United States of America Environmental Protection Agency with the Authority to make capitalization grant payments pursuant to the federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*).

"*Fiduciary*" or "*Fiduciaries*" means the Trustee or the Paying Agent, or both of them, as may be appropriate.

"*General Fund*" means the fund so designated and established by the Bond Resolution.

"*Governmental Agency*" means any Colorado county, municipality, district, county or regional sewerage or utilities authority or any other local political subdivision or other entity named in the Details Certificate that has entered into a Loan Agreement with the Authority pursuant to which such Governmental Agency will borrow money from the 2016 Series A Project Account.

"*Governmental Agency Bond*" means the bond executed and delivered by a Governmental Agency to the Authority to evidence the Governmental Agency's Loan.

"*Governmental Agency's Project*" means the wastewater treatment system project of the Governmental Agency described in the Applicable Loan Agreement, a portion of the Cost of which is

financed or refinanced by the Authority through the making of a Loan pursuant to the Applicable Loan Agreement.

"*Interest Payment Date*" means each March 1 and September 1, commencing on September 1, 2016, and any date fixed for redemption.

"*Investment Securities*" means and includes any of the following securities, if and to the extent the same are at the time legal for investment of the Authority's funds:

(i) any bonds or other obligations which as to principal and interest constitute direct general obligations of, or are fully and unconditionally guaranteed as to timely payment of principal and interest by, the United States of America, including obligations of any of the Federal agencies set forth in clause (ii) below to the extent unconditionally guaranteed by the United States of America;

(ii) obligations of agencies of the United States of America, which are rated in the highest long term rating category by one or more National Rating Agencies, including but not limited to direct obligations and fully guaranteed certificates of beneficial interest of the Export-Import Bank of the United States; senior debt obligations of the Federal Home Loan Banks; debentures of the Federal Housing Administration; guaranteed mortgage-backed bonds and guaranteed pass-through obligations of the Government National Mortgage Association; guaranteed Title XI financing of the U.S. Maritime Administration; mortgage-backed securities and senior debt obligations of the Federal National Mortgage Association; and participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation;

(iii) commercial paper that at the time of purchase, rated in the highest rating category by one or more of the National Rating Agencies;

(iv) repurchase agreements collateralized by any bonds or other obligations described in clauses (i) or (ii) above, with any registered broker/dealer subject to the Securities Investors' Protection Corporation jurisdiction or any commercial bank or other counterparty, if such broker/dealer, bank or other counterparty (or a guarantor of such broker/dealer, bank or counterparty) has, at the time of purchase, uninsured, unsecured and unguaranteed obligation short term rating in the highest rating category by each National Rating Agency which provides a rating of the Bonds and whose uninsured, unsecured and unguaranteed long-term rating is in the highest two rating categories by each National Rating Agency which provides a rating for the Bonds, provided: (A) a master repurchase agreement or specific written, repurchase agreement governs the transaction; and (B) the securities are held free and clear of any lien by the Trustee or an independent third party acting solely as agent for the Trustee, and such third party is (a) a Federal Reserve Bank, or (b) a bank which is a member of the Federal Deposit Insurance Corporation and which has combined capital, surplus and undivided profits of not less than \$25 million, and the Trustee shall have received written confirmation from such third party that it holds such securities, free of any lien, as agent for the Trustee; and (C) a perfected first security interest under the Uniform Commercial Code, or book entry procedures prescribed at 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* in such securities is created for the benefit of the Trustee; and (D) the repurchase agreement has a term of thirty (30) days or less, or the Trustee will value the collateral securities no less frequently than monthly and will liquidate the collateral securities if any deficiency in the required collateral percentage is not restored within two business days of such valuation; and (E) the fair market value of the securities in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least 102%;

(v) money market funds rated in the highest rating categories by one or more of the National Rating Agencies (including money market mutual funds from which the Trustee or its affiliates derive a fee for investment advisory or other services to such fund); and

(vi) local government investment pools organized pursuant to C.R.S. 24-75-703 that has assets of \$500,000,000 or more and is rated in the highest rating category by one or more of the National Rating Agencies.

"*Loan*" means the loan made by the Authority to the Governmental Agency to finance or refinance a portion of the Cost of the Governmental Agency's Project pursuant to the Applicable Loan Agreement and calculated as provided in the Applicable Loan Agreement. For all purposes of the Loan Agreements, the amount of the Loan made pursuant thereto the principal amount of the Loan at any time shall be equal to the amount of the loan commitment set forth in the Loan Agreements (which loan commitment amount equals the sum of (a) the amount actually deposited in the Project Loan Subaccount from the proceeds of Authority Bonds, moneys of the Authority and moneys drawn by the Authority pursuant to the Capitalization Grant Agreement, (b) the Governmental Agency's Allocable Percentage of the Costs of Issuance, original issue discount and underwriters' discount for all Bonds issued in connection with the making of the Loan and (c) capitalized interest during the Project construction period to be paid with the proceeds of Bonds, less any portion of such principal amount as has been repaid by the Governmental Agency under its Loan Agreement).

"*Loan Agreement*" means the Loan Agreements, dated as of May 1, 2016, by and between the Authority and a Governmental Agency, including the Exhibits attached thereto, as it may be supplemented, modified or amended from time to time in accordance with the terms thereof and of the Bond Resolution.

"*Loan Closing*" means the date on which the Authority shall issue and deliver the Authority's Clean Water Revenue Bonds, 2016 Series A.

"*Loan Repayment*" or "*Loan Repayments*" means all of the payments (other than the Administrative Fee) required to be made by a Governmental Agency pursuant to the provisions of a Loan Agreement.

"*Loan Repayment Fund*" means the fund so designated and established by the Bond Resolution.

"*Loan Servicer*" means Wells Fargo Bank, National Association, duly appointed and designated as such pursuant to the Loan Servicing Agreement, and its successors as Loan Servicer under the Loan Servicing Agreement.

"*Loan Servicing Agreement*" means the Loan Servicing Agreement dated as of May 1, 2016, by and between the Authority and the Loan Servicer, with respect to the Loan.

"*National Rating Agencies*" means each of Moody's Investors Service, Standard and Poor's Ratings Group and Fitch Ratings and representative successors and assigns and any other similar entity designated by resolution of the Authority as a National Rating Agency.

"*Operating Expenses*" means the reasonable fees and expenses of the Loan Servicer, any Fiduciary and any financial and legal consultants to the Authority, any other costs incurred by the Authority in fulfilling its obligations under the Bond Resolution, and the administrative and general costs of the Colorado Division of Local Government, the Colorado Water Quality Control Division and the

Authority which are allocable to the administration of the Loan, as shall be determined by the Authority in its sole discretion.

"*Outstanding*" or "*outstanding*" means, when used with reference to Bonds of any Series as of any particular date (subject to certain provisions of the Bond Resolution relating to Bonds owned by or for the account of the Authority, the Governmental Agencies and certain other persons), all Bonds of such Series theretofore, or thereupon being, authenticated and delivered by the Trustee under the Bond Resolution, except (a) Bonds of such Series theretofore or thereupon cancelled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds of such Series with respect to which all liability of the Authority shall have been discharged in accordance with the defeasance provisions of the Bond Resolution (for the provisions relating to defeasance, see "The Bond Resolution – Defeasance of the Bonds" in this Appendix A); and (c) Bonds of such Series in lieu of or in substitution for which other Bonds of such Series shall have been authenticated and delivered by the Trustee pursuant to any provision of the Bond Resolution.

"*Paying Agent*" means the Paying Agent appointed pursuant to the Bond Resolution and its successors.

"*Prime Rate*" means the prevailing commercial interest rate announced by the Trustee from time to time as its prime lending rate.

"*Principal Installment*" means, as of any date of calculation and with respect to any Series, so long as any Bonds thereof are Outstanding (a) the principal amount, or, as applicable, Accreted Value, of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established and (b) the unsatisfied balance of any Sinking Fund Installment due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premium, if any, which would be applicable upon redemption of such Bonds on such future date in a principal amount equal to said unsatisfied balance of such Sinking Fund Installments.

"*Project*" means the wastewater treatment system projects of a Governmental Agency, all or any portion of the Cost of which is financed or refinanced by the Authority through the making of a Loan under the applicable Loan Agreement.

"*Project Loan Subaccount*" means one of the subaccounts within the 2016 Series A Project Account established on behalf of each Governmental Agency in accordance with the Bond Resolution.

"*Record Date*" means, with respect to an Interest Payment Date for a particular Series of Bonds, unless otherwise provided by the Bond Resolution or Supplemental Resolution authorizing such Series, the fifteenth day (or if such day shall not be a Business Day, the preceding Business Day) of the month next preceding such Interest Payment Date.

"*Redemption Price*" means, when used with reference to any Bond or any portion thereof, the principal amount, or, as applicable, the Accreted Value, of such Bond or such portion thereof and any redemption premium thereon payable upon redemption thereof pursuant to the provisions of such Bond and the Bond Resolution.

"*Refunding Bonds*" means all bonds authenticated and delivered pursuant to the Bond Resolution for the purpose of refunding any Outstanding Bond or Bonds of a particular Series or all of the Bonds of one or more Series.

"*Revenues*" means all (a) Loan Repayments, other than Administrative Fees payable pursuant to the Loan Agreements and amounts paid pursuant to certain provisions of the Loan Agreements relating to indemnification and payment of certain attorney's fees and expenses of the Authority and the Authority's right to enforce the Loan Agreements; (b) investment income from all funds and accounts created under the Bond Resolution, other than the Cost of Issuance Fund and the General Fund and (c) amounts deposited by the Authority in the Debt Service Fund from the Clean Water Trust Agreement and Drinking Water Trust Agreement pursuant to the provisions of the Bond Resolution.

"*Series*" means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Bond Resolution or the Supplemental Resolution authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the Bond Resolution regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions. A series of Bonds may be divided into subseries.

"*2016 Series A Matching Account*" means the account within the Water Pollution Control Revolving Fund so designated and established by the Bond Resolution.

"*2016 Series A Project Account*" means the account within the Water Pollution Control Revolving Fund so designated and established by the Bond Resolution.

"*2016 Series A Matching Account Requirement*" means, as of any date of calculation, the maximum Aggregate Debt Service coming due in any calendar year.

"*2016 Series A Project Loan Subaccount*" means any of the subaccounts within the 2016 Series A Project Account so designated and established by Article V hereof.

"*Sinking Fund Installments*," with respect to any Series of Bonds, shall have the meaning, if any, specified in either the Bond Resolution or the any Supplemental Resolution.

"*Supplemental Resolution*" means any resolution or resolutions of the Authority amending, modifying or supplementing the Bond Resolution, authorizing the issuance of a Series of Refunding Bonds, or any other Supplemental Resolution, adopted by the Authority pursuant to the provisions of the Bond Resolution.

"*System*" means the water and sanitary sewer system of the Governmental Agency defined in the Loan Agreements, as such systems may be modified or expanded from time to time.

"*Trustee*" means Wells Fargo Bank, National Association, and its successor or successors and any other corporation which may at any time be substituted in its place as Trustee pursuant to the Bond Resolution.

"*Trust Agreements*" means, collectively, the Clean Water Trust Agreement and the Drinking Water Trust Agreement.

"*Trust Estate*" means (a) the proceeds of the Bonds, (b) Authority funds deposited in the 2016 Series A Project Loan Account, (c) all right, title and interest of the Authority in, to and under the Loan Agreements and Governmental Agency Bonds, other than Administrative Fees payable pursuant to the Loan Agreements and amounts paid pursuant to certain provisions of the Loan Agreements relating to indemnification and payment of certain attorney's fees and expenses of the Authority and the Authority's right to enforce the Loan Agreements, (d) Revenues, whether held by the Trustee or the Loan Servicer, and (e) the Loan Repayment Fund, the 2016 Series A Matching Account, the Debt Service Fund and the

2016 Series A Project Account, including the investments, if any, thereof, subject only to the provisions of the Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Bond Resolution.

"*Valuation Date*" means, with respect to any Capital Appreciation Bonds, the date or dates set forth in the Supplemental Resolution authorizing such Bonds on which specific Accreted Values are assigned to such Capital Appreciation Bonds.

"*Water Pollution Control Revolving Fund*" means the Water Pollution Control Revolving Fund created in the Authority by the Authority Act.

[Remainder of this page intentionally left blank]

THE BOND RESOLUTION

Set forth below is a general summary of certain provisions of the Bond Resolution. The section references shown in parentheses are to particular sections of the Bond Resolution.

Bond Resolution and Bonds Constitute a Contract; Pledge

With respect to the Bonds, in consideration of the purchase and acceptance of any and all of such Bonds authorized to be issued under the Bond Resolution by those who hold the same from time to time: (a) the Bond Resolution shall be deemed and shall constitute a contract between the Authority, the Trustee and the Holders, from time to time, of such Bonds; (b) the pledge made pursuant to the Bond Resolution and the duties, covenants, obligations and agreements set forth in the Bond Resolution to be observed and performed by or on behalf of the Authority shall be for the equal and ratable benefit, protection and security of the Holders of any and all of such Bonds, as applicable, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction as to lien or otherwise, except as expressly provided in or permitted by the Bond Resolution; (c) the Authority, as security for the payment of the principal of and Redemption Price, if any, of, and the interest on, the Bonds and as security for the observance and performance of any other duty, covenant, obligation or agreement of the Authority under the Bond Resolution all in accordance with the provisions thereof, does under the Bond Resolution grant, bargain, sell, convey, pledge, assign and confirm to the Trustee the Trust Estate, and covenants that it has not previously pledged the Trust Estate as security for the payment of any other bonds, notes or other indebtedness of the Authority; (d) such pledge is valid and binding from the time when the pledge is made and such Trust Estate shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority irrespective of whether such parties have notice thereof; and (e) the Bonds shall be special obligations of the Authority payable from and secured by a pledge of the Trust Estate as provided under the Bond Resolution. (Section 1.04)

Authorization of Bonds; Designation of Bond of Series

The Bond Resolution authorizes Bonds of the Authority to be designated as "Clean Water Revenue Bonds," which may be issued from time to time in one or more Series under the provisions of the Bond Resolution applicable thereto. The aggregate principal amount of the Bonds which may be executed, authenticated and delivered under the Bond Resolution is not limited except as may be provided in the Bond Resolution or as may be limited by law.

Neither the State nor any political subdivision thereof (other than the Authority) is obligated to pay the principal or Redemption Price of, or interest on, the Bonds, and neither the full faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to the payment of the principal or Redemption Price of, or interest on, the Bonds. (Section 2.01)

Refunding Bonds

One or more Series of Refunding Bonds may be issued at any time to refund any Outstanding Bond or Bonds of a particular Series or all of the Bonds of one or more Series. Refunding Bonds shall be on a parity with and, except as otherwise provided in a Supplemental Bond Resolution for such Refunding Bonds, shall be entitled to the same benefit and security of the Bond Resolution, including the pledge of the Trust Estate, as the Bonds of the Series of Bonds which are being refunded. The proceeds, including accrued interest, of the Refunding Bonds of each Series shall be applied simultaneously with the delivery of such Refunding Bonds for the purposes of making deposits, if any, in such funds and

accounts as shall be provided by the Supplemental Resolution authorizing such Series of Refunding Bonds and shall be applied to the refunding purposes thereof in the manner provided in said Supplemental Resolution. (Section 2.05)

Funds and Accounts

The Bond Resolution establishes the following funds and separate accounts and subaccounts within funds which, other than the Cost of Issuance Fund and the General Fund, are, under the Bond Resolution, pledged to, and charged with, the payment of the principal or Redemption Price of and interest on the Bonds as the same shall become due. (Section 5.01)

	<u>List of Funds, Accounts and Subaccounts</u>	<u>Held by</u>
1.	Loan Repayment Fund	Trustee
2.	2016 Series A Project Account 2016 Series A Project Loan Subaccounts	Trustee Trustee
3.	2016 Series A Matching Account	Trustee
4.	Debt Service Fund	Trustee
5.	Cost of Issuance Fund	Authority
6.	General Fund	Authority

Water Pollution Control Revolving Fund. The Authority shall maintain the Water Pollution Control Revolving Fund for the State, which shall include the Loan Repayment Fund, the 2016 Series A Project Account and subaccounts therein, and the 2016 Series A Matching Account.. Nothing contained in the Bond Resolution shall be deemed to prevent the creation of other accounts or subaccounts in the Water Pollution Control Revolving Fund which are pledged to the payment of bonds, notes or other indebtedness of the Authority or available for other purposes of the Authority and which are not pledged to the payment of the Bonds. (Section 5.02)

2016 Series A Project Account. There shall be established within the 2016 Series A Project Account a separate 2016 Series A Project Loan Subaccount in favor of each Governmental Agency to which a Loan is made pursuant to a Loan Agreement. There shall be deposited into each 2016 Series A Project Loan Subaccount from the proceeds of the Bonds and from moneys of the Authority the respective amounts set forth in the Certificate of an Authorized Officer of the Authority delivered to the Trustee pursuant to each Bond Resolution. See "SOURCES AND USES OF FUNDS" in the body of this Official Statement. The Trustee shall make payments from each 2016 Series A Project Loan Subaccount in the amounts, at the times, in the manner and on the other terms and conditions set forth in the Bond Resolution. With respect to a requisition of a Cost in connection with which a payment is made under the Federal Capitalization Agreement, the Trustee, shall deposit Federal Capitalization Agreement proceeds to the appropriate 2016 Series A Project Loan Subaccount for the Governmental Agency initiating the requisition.

The Authority shall file a Certificate with the Loan Servicer and Trustee with respect to each 2016 Series A Project Loan Subaccount when the Authority has approved all requisitions for the Loan to be funded from such 2016 Series A Project Loan Subaccount. Such Certificate shall set forth a schedule

indicating (A)(i) with respect to the remaining monies which represent the proceeds of the Bonds, when and how much of the remaining moneys, if any, on deposit in such subaccount are to be transferred to the Debt Service Fund and whether such moneys shall be used to redeem, purchase or provide for payment of Bonds and (ii) which ensuing Loan Repayments, or portions thereof, if any, shall be credited as a result of such transfer and use and (B) with respect to the remaining monies which represent amounts deposited in such 2016 Series A Project Loan Subaccounts from Authority funds, the disposition thereof. The Trustee shall transfer from such subaccount to the Debt Service Fund the amounts contained in such Certificate of the Authority at the times indicated therein. (Section 5.03)

Cost of Issuance Fund. There shall be deposited in the Cost of Issuance Fund from the proceeds of the 2016 Series A Bonds, each Governmental Agency's pro rata share of the costs of issuance of such Bonds, together with proceeds of each Series of Refunding Bonds in the amounts set forth in the Supplemental Resolutions authorizing such Series of Refunding Bonds. The Authority shall make payments from the Cost of Issuance Fund in the amounts, at the times, in the manner and on the other terms and conditions as the Authority shall determine to be fair and reasonable in the payment of the particular items of the Costs of Issuance of a particular Series of Bonds. The Authority shall transfer amounts on deposit in the Cost of Issuance Fund to any other fund or account under the Bond Resolution. (Section 5.04)

Loan Repayment Fund. All portions of Loan Repayments received by the Trustee from the Loan Servicer shall be immediately deposited in the Loan Repayment Fund. As soon as practicable after the deposit of each Loan Repayment amount from a Governmental Agency into the Loan Repayment Fund, but in no event no later than the Business Day preceding each Interest Payment Date and Principal Installment due date, the Trustee shall, in the following priority, transfer:

- (a) to the Debt Service Fund, a sum equal to the Debt Service Requirement;
 - (b) to the 2016 Series A Matching Account, a sum, so that the amount on deposit, in the 2016 Series A Matching Account, shall be equal to the 2016 Series A Matching Account Requirement; and
 - (c) to the General Fund all monies directed to be deposited therein by the Authority.
- (Section 5.05)

To the extent not applied pursuant to (a), (b) or (c) above, any remaining amounts in the Loan Repayment Fund shall be transferred to the Surplus Account in the Clean Water Trust Agreement.

Debt Service Fund. On each Interest Payment Date the Trustee shall withdraw from the Debt Service Fund an amount equal to the interest due on the Bonds on such Interest Payment Date, which moneys shall be paid by the Paying Agent in accordance with the Bond Resolution. On each Principal Installment due date, the Trustee shall make available to the Paying Agent from moneys in the Debt Service Fund an amount equal to the principal or Redemption Price of the Bonds due on such date, which moneys shall be applied by the Paying Agent to the payment of such principal or Redemption Price. (Section 5.07)

In the event of the refunding or defeasance of any Bonds, the Trustee shall, if the Authority so directs in writing, withdraw from the Debt Service Fund all, or any portion of, the amounts accumulated therein with respect to the Bonds being refunded and deposit such amounts with itself as Trustee to be held for the payment of the principal or Redemption Price if applicable, and interest on the Bonds being refunded; provided that such withdrawal shall not be made unless immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to the Board Resolution.

2016 Series A Matching Account. The Trustee shall transfer from the 2016 Series A Matching Account to the Debt Service Fund, on the Business Day preceding each Interest Payment Date or Principal Installment due date, as the case may be, such amount, to the extent available, which when added to the amount on deposit in the Debt Service Fund shall equal the Aggregate Debt Service for all the Bonds due on such Interest Payment Date or Principal Installment due date.

On the first day of September of each year, if the amount on deposit in the 2016 Series A Matching Account shall exceed the 2016 Series A Matching Account Requirement, such excess shall be transferred to the Surplus Account in the Clean Water Trust Agreement.

In the event of the refunding of any Bonds, the Authority may withdraw from the 2016 Series A Matching Account all, or any portion of, the amounts accumulated therein with respect to the Bonds being refunded and deposit such amounts to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded; provided that such withdrawal shall not be made unless (a) immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to the Bond Resolution and (b) the amount remaining in the 2016 Series A Matching Account, after giving effect to the issuance of the refunding bonds and the disposition of the proceeds thereof, shall not be less than the 2016 Series A Matching Account Requirement.

General Fund. On the first day of each September, the Trustee shall transfer to the Authority for deposit in the General Fund all moneys, if any, then remaining in the Debt Service Fund, subject to certain restrictions set forth in the Bond Resolution. Moneys on deposit in the General Fund may be applied at the written direction of the Authority as follows:

- (a) to pay or prepay Operating Expenses;
- (b) to be transferred to the 2016 Series A Matching Account to make up any deficiencies in or to increase the funding level of the 2016 Series A Matching Account;
- (c) for any other legal purpose of the Authority relating to wastewater treatment facilities, including, but not limited to, deposits to any other accounts in the federal Water Pollution Control Revolving Fund. (Section 5.09)

The Authority may create subaccounts in the General Fund for any purpose of the Authority including without limitation, arbitrage related purposes.

Sinking Fund Installment Payments

Amounts accumulated in the Debt Service Fund with respect to any Sinking Fund Installment may and, if so directed by the Authority, shall be applied by the Trustee, on or prior to the 40th day next preceding the due date of such Sinking Fund Installment, to (a) the purchase of Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (b) the redemption at the sinking fund Redemption Price of such Bonds, if then redeemable by their terms, subject to the terms and conditions of the Bond Resolution. (Section 5.11)

Investments

All moneys in any of the funds and accounts created under the Bond Resolution, other than the Cost of Issuance Fund and the General Fund, shall be invested by the Trustee as directed by the Authority in writing, subject to further provisions of the Bond Resolution. The Trustee may conclusively rely upon such written direction of the Authority as to any and all investments. Moneys in the Cost of Issuance

Fund and the General Fund shall be invested by the Authority in accordance with the provisions of the Bond Resolution.

Moneys in the funds and accounts created under the Bond Resolution shall be invested in Investment Securities the principal of and interest on which are payable not later than the dates on which it is estimated that such moneys will be required under the Bond Resolution and, with respect to moneys on deposit in the Debt Service Fund, Investment Securities that shall mature not later than the next succeeding interest or principal payment date.

Investment Securities acquired as an investment of moneys in any fund or account created under the Bond Resolution shall be credited to such fund or account. For the purpose of determining the amount in any fund or account at any time in accordance with the Bond Resolution, all Investment Securities credited to such fund or account shall be valued at the amortized cost of such obligations, provided that obligations which mature five years or later after such date of evaluation shall be valued at the market price thereof. Any repurchase agreement or obligations of the United States of America – State and Local Government Series shall be valued at the principal amount thereof. Such computation shall be determined by the Trustee on December 31 of each year.

All interest, profits and other income earned and received by the Trustee (and, as applicable, credited as accrued to any fund or account as described in the Bond Resolution), net of any losses suffered, from investment of moneys in any fund or account created under the Bond Resolution, other than from the Cost of Issuance Fund, shall be called "net earnings."

Unless otherwise directed by the Authority, and, except for net earnings of moneys on deposit in the 2016 Series A Project Account which shall be retained in the respective 2016 Series A Project Loan Subaccounts to be applied to the requisition of Cost, net earnings shall be deposited in the 2016 Series A Matching Account on or before each Interest Payment Date. The Loan Servicer, pursuant to the Loan Servicing Agreement, will, to the extent net earnings retained in the 2016 Series A Project Loan Subaccount were not applied to the requisition of Cost, credit such net earnings allocable to said Governmental Agency to ensuing Loan Repayments in the manner provided in the Bond Resolution, and notify the Governmental Agency and the Trustee of such credit. The net earnings allocable to a Governmental Agency shall be said Governmental Agency's share of the net earnings derived from the 2016 Series A Project Loan Subaccount which share shall, except as provided in the next paragraph, be determined by the Authority in its sole discretion.

Notwithstanding the provisions described above under this heading, (i) the Authority may utilize all interest, profits and other income earned from investment of any fund or account, other than the Cost of Issuance Fund, to pay any amounts required to be set aside for payments to the Internal Revenue Service pursuant to the Code, as outlined in the certificate as to arbitrage referred to in the Bond Resolution, and (ii) the investment income on amounts deposited in the 2016 Series A Matching Account pursuant to provisions of the Trust Agreement shall be transferred to the Authority free and clear of the lien of the Bond Resolution, as set forth in the Bond Resolution. The Trustee shall terminate any Investment Securities described in clause (g) of the definition of Investment Securities upon a failure of the counterparty thereto to maintain the requisite collateral percentage after the restoration period and, if not paid by the counterparty in federal funds against transfer of the repurchase agreement securities, liquidate the collateral. The Trustee shall give notice to the provider of any Investment Securities described in clause (g) of the definition of Investment Securities in accordance with the terms thereof so as to receive funds thereunder with no penalty or premium paid. The Trustee shall, upon actual knowledge of a default under any Investment Securities described in clause (g) of the definition of Investment Securities or the withdrawal or suspension of either of the ratings of a repurchase provider or

a drop in the ratings thereon, if required by the terms of any such agreement, demand further collateralization of the agreement or termination thereof and liquidation of the collateral. (Section 5.12)

Notice of Defaults

The Trustee shall notify the Authority of its failure to receive any Loan Repayment or portion thereof, if any, due under any Loan Agreement and of any other event of default under any Loan Agreement known to the Trustee. (Section 7.02)

Termination of Loan Agreements

Upon the payment in full of all amounts due under a Loan Agreement, the Authority shall cancel the obligation of the Governmental Agency evidenced by such Loan Agreement and terminate and release all security interests and liens created under such Loan Agreement, and the Authority and the Trustee shall take any other action required of the Authority or the Trustee in such Loan Agreement in connection with such cancellation, termination and release, including (without limitation) the execution of all relevant documents in connection with such actions. (Section 7.03)

Liens, Encumbrances and Charges

The Authority shall not create and, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate except the pledge, lien and charge created for the security of Holders of the Bonds. To the extent Revenues are received, the Authority will cause to be discharged, or will make adequate provision to satisfy and discharge, within 60 days after the same shall accrue, all lawful claims and demands that if unpaid, might by law become a lien upon the Trust Estate; provided, however, that nothing described in this paragraph shall require the Authority to pay or cause to be discharged, or make provision for, any such lien, encumbrance or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

So long as Bonds of any Series shall be Outstanding, the Authority shall not issue any bonds, notes or other evidences of indebtedness, other than such Bonds, secured by any pledge of or other lien or charge on the Trust Estate. Nothing in the Bond Resolution is intended to or shall affect the right of the Authority to issue bonds, notes and other obligations under other resolutions or indentures for any of its other purposes. (Section 8.03)

Accounts and Audits

The Authority shall keep, or cause to be kept, proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Loan, the Bond Resolution and any Supplemental Resolution, which books and accounts (at reasonable hours and subject to the reasonable rules and regulations of the Authority) shall be subject to the inspection of the Trustee, any Holder of any Bonds or their agents or representatives duly authorized in writing. The Authority shall cause such books and accounts to be audited annually within 90 days after the end of its fiscal year by an independent certified public accountant selected by the Authority. Annually within 30 days after the receipt by the Authority of the report of such audit, a signed copy of such report shall be furnished to the Trustee. (Section 8.04)

Tax Covenants

The Authority shall do the following with respect to Bonds which, when initially issued, are the subject of an opinion of Bond Counsel to the effect that interest thereon is excluded from gross income for federal income tax purposes pursuant to the Code:

(a) The Authority shall comply with each requirement of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes. In furtherance of the covenant described in the preceding sentence, the Authority agrees to comply with the provisions of the *Tax Certificate Pertaining to Arbitrage and Other Matters under Sections 103 and 141-150 of the Internal Revenue Code of 1986* (the "Tax Certificate") executed by the Authority on the date of initial issuance and delivery of the Bonds, as such Tax Certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code.

(b) The Authority shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Bonds pursuant to section 148(f) of the Code from amounts on deposit in the funds and accounts established under the Bond Resolution and available therefor. Any amounts required to be set aside for such payments shall be considered a loss for purposes of determining "net earnings" pursuant to the Bond Resolution.

(c) The Authority shall not take or permit any action or fail to take any action which would cause the Bonds to constitute private activity bonds within the meaning of section 141(a) of the Code, and the Authority shall not take or permit any action or fail to take any action which would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code.

(d) Notwithstanding any other provision of the Bond Resolution to the contrary, so long as necessary in order to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes, the covenants described under this heading shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof pursuant to the Bond Resolution. (Section 8.06)

Application of Loan Prepayments

Upon the prepayment, in whole or in part, of any Loan, the Authority (a) shall determine which of such prepayment proceeds are allocable to payment of the Bonds and (b) shall in each case deposit such prepayment proceeds allocable to the payment of the Bonds in the Debt Service Fund and elect to apply such prepayment proceeds either (i) to the redemption of Bonds on the next succeeding call date in accordance with the Bond Resolution or (ii) to the payment of Bonds in accordance with the Bond Resolution. (Section 8.07)

Enforcement and Amendment of Loan Agreements and Loan Servicing Agreement

The Authority shall enforce the provisions of the Loan Agreements and Loan Servicing Agreement and duly perform its covenants and agreements thereunder. The Loan Agreements or Loan Servicing Agreement may not be amended, changed, modified, altered or terminated so as to adversely affect the interest of the Holders of Outstanding Bonds without the prior written consent of Holders of at least two-thirds in aggregate principal amount of the Bonds then Outstanding to be affected by the modifications, amendments or termination, subject to terms, conditions and exceptions as provided in the Bond Resolution. (Section 8.08)

Application of Surplus Accounts in Trust Agreements

Upon receipt by the Authority of written certification from the Trustee that (a) the Bonds will be in default as to either principal or interest on the then current principal or interest payment date or the next succeeding interest payment date, (b) there are no other moneys available under the Bond Resolution to pay all or a portion of the principal of or interest on the Bonds on such date or dates, and (c) the amount required to cure such default net of any other moneys available for such purpose under the Bond Resolution, the Authority has covenanted to make or cause to be made available to the Trustee such amounts as are on deposit in the respective Surplus Accounts under the Clean Water Trust Agreement and the Drinking Water Trust Agreement as may be available therefor, subject to the terms and conditions contained in the Clean Water Trust Agreement and Drinking Water Trust Agreement, respectively, relating to the application of amounts on deposit in said Surplus Accounts. See "SECURITY FOR THE BONDS – The Surplus Agreements" in the body of this Official Statement.

The Authority has covenanted to transfer to the Surplus Accounts under the Trust Agreements, (a) from each matching account securing bonds of the Authority, moneys in excess of the requirements of said account when such excess moneys are no longer required for the purposes of the bond resolution or other instrument securing said bonds (b) excess loan repayments securing bonds of the Authority that are not required to be deposited in a fund or an account pursuant to the bond resolution or other instrument securing said bonds; and (c) repayments of loans, outstanding on the date of adoption of the Bond Resolution (other than loans made from funds derived from the American Recovery and Reinvestment Act of 2009), made to governmental entities from capitalization grant payments derived from the Federal Capitalization Agreement and not funded from indebtedness of the Authority outstanding on the date of adoption of the Bond Resolution.

The Trustee is required to advise the Authority and the respective trustees under the Trust Agreements in writing if the amount on deposit in the 2016 Series A Matching Account is less than the 2016 Series A Matching Account Requirement. (Section 8.09)

Defaults

Any of the following events shall constitute an "Event of Default" under the Bond Resolution:

- (a) default in the due and punctual payment of any interest on any Bond; or
- (b) default in the due and punctual payment of the principal or Redemption Price of any Bond whether at the stated maturity thereof or on any date fixed for the redemption of such Bond; or
- (c) if (i) the Authority shall be adjudicated a bankrupt or become subject to an order for relief under federal bankruptcy law, (ii) the Authority shall institute a proceeding seeking an order for relief under federal bankruptcy law or seeking to be adjudicated a bankrupt or insolvent or seeking dissolution, winding up, liquidation reorganization, arrangement, adjustment or composition of it or all of its debts under State bankruptcy or insolvency law, (iii) with the consent of the Authority, there shall be appointed a receiver, liquidator or similar official for the Authority under federal bankruptcy law or under State bankruptcy or insolvency law, or (iv) without the application, approval or consent of the Authority, a receiver, trustee, liquidator or similar official shall be appointed for the Authority under federal bankruptcy law or under State bankruptcy or insolvency law, or a proceeding described in clause (ii) above shall be instituted against the Authority and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 60 consecutive days; provided, however, that no such

proceeding, order, adjudication or appointment referred to in the preceding items (i) through (iv) of this paragraph (c) affecting only assets of the Authority pledged for the benefit of the Holder of Bonds or other obligations of the Authority in connection with a default under such Bonds of a Series or other obligations shall give rise to an Event of Default described in this paragraph (c); or

(d) if (i) the Authority shall make an assignment for the benefit of creditors (ii) the Authority shall apply for or seek the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (iii) the Authority shall fail to file an answer or other pleading denying in the material allegations of any proceeding filed against it described under clause (ii) of paragraph (c), (iv) the Authority shall take any action to authorize or effect any of the actions set forth in paragraph (c) or (d), (v) the Authority shall fail to contest in good faith any appointment or proceeding described in paragraph (c) or (d), or (vi) without the application, or approval or consent of the Authority, a receiver, trustee, examiner, liquidator or similar official shall be appointed for any substantial part of the Authority's property and such appointment shall continue undischarged or such proceedings shall continue undismissed or unstayed for a period of 30 consecutive days; provided, however, that no such proceeding, order, adjudication or appointment referred to in the preceding items (i) through (iv) of this paragraph (d) affecting only assets of the Authority pledged for the benefit of the Holders of Bonds of any Series in default or other obligations of the Authority in connection with the default under such Bonds or other obligations shall give rise to an Event of Default described in this paragraph (d); or

(e) the Authority shall default in the performance or observance of any other of the duties, covenants, obligations, agreements or conditions on the part of the Authority to be performed or observed under the Bond Resolution or the Bonds of each Series, which default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall be given to the Authority by the Trustee or the Bondholders in accordance with the Bond Resolution.

Remedies; Rights of Holders; Application of Moneys

Upon the occurrence of an Event of Default the Trustee shall also have the following rights and remedies:

(a) the Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding including (without limitation) enforcement of any rights of the Authority or the Trustee under the Loan Agreements;

(b) the Trustee by action or suit in equity may require the Authority to account as if it were the trustee of an express trust for the Holders of Bonds and may take such action with respect to the Loan Agreements as the Trustee deems necessary or appropriate and in the best interest of the Holders of Bonds subject to the terms of such Loan Agreements; and

(c) upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Holder of Bonds under the Bond Resolution, the Trustee will be entitled as a matter of right to the appointment of a receiver or receivers of each Trust Estate and the issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

If an Event of Default shall have occurred with respect to any Bonds, and if requested to do so by the Holders of a majority in principal amount of the Bonds then Outstanding, upon being indemnified to its reasonable satisfaction therefor, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by the Bond Resolution as the Trustee shall deem most expedient in the interests of the Holders of Bonds.

No right or remedy by the terms of the Bond Resolution conferred upon or reserved to the Trustee (or to the Holders of Bonds) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to the Trustee or to such Holders hereunder or now or hereafter existing at law or in equity or by statute other than pursuant to the Authority Act. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as maybe deemed expedient.

No waiver of any Event of Default under the Bond Resolution, whether by the Trustee or by the Holders of any Bonds in default, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Anything in the Bond Resolution to the contrary notwithstanding, the Holders of a majority in aggregate principal amount of Bonds in default then Outstanding shall have the right, at any time during the continuance of an Event of Default of such Bonds, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Bond Resolution, or for the appointment of a receiver or any other proceedings under the Bond Resolution; provided, however that such direction shall not be otherwise than in accordance with the provisions of law and of the Bond Resolution.

All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of the Bond Resolution (including, without limitation, moneys received by virtue of action taken under provisions of any Loan Agreement, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee in connection with such Bonds under the Bond Resolution) shall be applied, first, to the payment of the principal and interest then due and unpaid upon the Bonds in default, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto, without any discrimination or privilege.

No Holder of Bonds then Outstanding in default shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Bond Resolution or for the execution of any trust hereof or for the appointment of a receiver or any other remedy under the Bond Resolution unless (a) an Event of Default shall have occurred, (b) the Holders of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies granted in the Bond Resolution or to institute such action, suit or proceeding in its own name, (c) such Holders shall have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request, and (d) the Trustee shall have refused, or for 60 days after receipt of such

request and offer of indemnification shall have failed to exercise the remedies granted in the Bond Resolution or to institute such action, suit or proceeding in its own name, and such request and offer of indemnity are in every such case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Bond Resolution, and to any action or cause of action for the enforcement of the Bond Resolution, or for the appointment of a receiver or for any other remedy under the Bond Resolution, it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Bond Resolution applicable thereto by his or their action or to enforce any right under the Bond Resolution except in the manner therein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided in the Bond Resolution and for the equal and ratable benefit of the Holder of all Bonds then Outstanding; provided, however, that nothing contained in the Bond Resolution shall affect or impair the right of the Holder of any Bond to enforce the payment of the principal or Redemption Price of and interest on such Bond at and after the maturity thereof, or the obligation of the Authority to pay the principal or Redemption Price of and interest on each of the Bonds issued under the Bond Resolution to the respective Holders thereof at the time and place, from the source and in the manner expressed in the Bonds and in the Bond Resolution and the Supplemental Resolution.

In case the Trustee or a Holder of a Bond in default shall have proceeded to enforce any right under the Bond Resolution by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee or such Holder then and in every such case the Authority, the Trustee, and the Holders of Bonds shall be restored to their former positions and rights under the Bond Resolution, respectively, and all rights, remedies and powers of the Trustee and the Holders shall continue as if no such proceedings have been taken. (Sections 9.02, 9.03, 9.04, 9.06, 9.07)

Waivers of Events of Default

The Trustee may and, upon the written request of the Holders of 25% in aggregate principal amount of all Bonds in default then Outstanding, shall, waive any Event of Default which in its opinion shall have been remedied before the completion of the enforcement of any remedy under the Bond Resolution; but no such waiver shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon. (Section 9.08)

Fiduciaries

The Trustee may at any time resign and be discharged of the duties and obligations created by the Bond Resolution by giving not less than 30 days' written notice to the Authority, and mailing notice thereof to the Holders of the Bonds then Outstanding, subject to the terms and conditions in the Bond Resolution. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, filed with the Trustee and signed by the Holders of a majority in principal amount of the Bonds then Outstanding or in each case their attorneys-in-fact duly authorized, and excluding in each case any Bonds held by or for the account of the Authority. So long as no Event of Default or an event which, with notice or passage of time, or both, would become an Event of Default shall have occurred and be continuing, the Trustee may be removed at any time by a resolution of the Authority filed with the Trustee. A successor for any Trustee that resigns or is removed or is incapable of acting as such shall be appointed by the Authority or, if the Authority does not make such appointment within 45 days, then by the Holders of a majority in principal amount of the Bonds then Outstanding, and excluding in each case any Bonds held by or for the account of the Authority. Any Trustee so appointed shall be a bank or trust company or national banking association, qualified to do business in the State of Colorado, and having capital stock and surplus aggregating at least \$50,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and

authorized by law to perform all the duties imposed upon it by the Bond Resolution. (Sections 10.07, 10.08, 10.09)

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company (i) shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and (ii) shall be authorized by law to perform all the duties imposed upon it by the Bond Resolution, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act. (Section 10.11)

Any Paying Agent may at any time resign and be discharged of the duties and obligations created by the Bond Resolution by giving at least 60 days' written notice to the Authority, the Trustee and the other Paying Agents. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by an Authorized Officer of the Authority. Any successor Paying Agent shall be appointed by the Authority with the approval of the Trustee and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association having capital stock and surplus aggregating at least \$20,000,000 and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all duties imposed upon it by the Bond Resolution. (Section 10.13)

Supplemental Resolutions

For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the Authority may be adopted, which, upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority shall be fully effective in accordance with its terms:

- (a) To close the Bond Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in the Bond Resolution on, the authentication and delivery of the Bonds;
- (b) To add to the duties, covenants, obligations and agreements of the Authority in the Bond Resolution other duties, covenants, obligations and agreements to be observed and performed by the Authority which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect;
- (c) To add to the limitations and restrictions in the Bond Resolution, other limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect;
- (d) To add to the Events of Default in the Bond Resolution additional Events of Default;
- (e) To authorize Bonds of a Series and, in connection therewith, specify and determine the terms of such Bonds and also any other matters and things relative to such Bonds (including whether to issue Bonds in book entry form) which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination contained in the Bond Resolution at any time prior to the first authentication and delivery of such Bonds;

(f) To confirm, as further assurance, any security interest, pledge or assignment under, and the subjection to any security interest, pledge or assignment created or to be created by the Bond Resolution of the Revenues or of any other monies, securities or funds;

(g) To modify any of the provisions of the Bond Resolution in any other respect whatever provided that (i) such modification shall be, and be expressed to be, effective only after all Bonds of each Series Outstanding at the date of the adoption of such Supplemental Resolution shall cease to be Outstanding, and (ii) such Supplemental Resolution shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Resolution and of Bonds issued in exchange therefor or in place thereof;

(h) To modify any of the provisions of the Bond Resolution in any respect provided that the modifications effect only Bonds issued subsequent to the date of such modifications;

(i) To comply with the provisions of any federal or state securities law, including, without limitation, the Trust Indenture Act of 1939, as amended, or to comply with section 103 of the Code, as amended, replaced or substituted; and

(j) To appoint the Trustee. (Section 11.01)

A Supplemental Resolution may be adopted, which upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority and the filing with the Authority of an instrument in writing made by the Trustee consenting thereto shall be fully effective in accordance with its terms:

(a) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provisions in the Bond Resolution;

(b) To insert such provisions clarifying matters or questions arising under the Bond Resolution as are necessary or desirable and are not contrary to or inconsistent with the Bond Resolution as theretofore in effect; or

(c) To make any other modification or amendment of the Bond Resolution which will not have a material adverse effect on the interests of Bondholders. (Section 11.02)

Powers of Amendment

Any modification or amendment of the Bond Resolution and of the rights and obligations of the Authority and of the Holders of the Bonds thereunder, in any particular, may be made by a Supplemental Resolution, with the written consent as provided in the Bond Resolution, (a) of the Holders of not less than two-thirds in principal amount of the Bonds Outstanding at the time such consent is given, (b) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Holders of not less than two-thirds in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given and (c) in case the modification or amendment changes the terms of any Sinking Fund Installment, of the Holders of not less than two-thirds in principal amount of the Bonds of the particular Series and maturity entitled to such Sinking Fund Installment and Outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds described in this paragraph. No such modification or amendment shall permit a change in the terms of redemption or

maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holder of such obligation, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Trustee without its written assent thereto. For the purposes of this paragraph, a Series shall be deemed to be affected by a modification or amendment of the Resolution if the same adversely affects or diminishes the rights of the Holders of Bonds of such Series. For purposes of this paragraph, the Holders of any Bonds may include the initial Holders thereof, regardless of whether such Bonds are being held for resale and written consent shall be deemed given if given by the initial purchasers of such Bonds prior to the deposit in their accounts at DTC. (Section 11.06)

Defeasance of the Bonds

If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of any Bonds of any Series, the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated in such Bonds and in the Bond Resolution, then the pledge of the Trust Estate, and all duties, covenants, agreements and other obligations of the Authority to the Bondholders of such Series, shall thereupon cease, terminate and become void and be discharged and satisfied.

Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Paying Agents or the Trustee (through deposit by the Authority of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in the immediately preceding paragraph. Any Outstanding Bonds of any Series shall, prior to the maturity or redemption date thereof, be deemed to have been paid if (a) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Authority shall have given to the Trustee instructions in writing to mail notice of redemption of such Bonds (other than Bonds of a Series which have been purchased by the Trustee at the direction of the Authority or purchased or otherwise acquired by the Authority and delivered to the Trustee as hereinafter provided prior to the mailing of such notice of redemption) on said date, (b) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient in the opinion of a nationally recognized firm of certified public accountants, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on such Series of Bonds on or prior to the redemption date or maturity date thereof, as the case may be, (c) in the event such Series of Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Authority shall have given the Trustee instructions to mail, as soon as practicable, a notice to the Holders of such Bonds at their last addresses appearing upon the registry books at the close of business on the last business day on the month preceding the month for which notice is mailed that the deposit required by (b) above has been made with the Trustee and that such Series of Bonds are deemed to have been paid and stating such maturity or redemption date upon which moneys are expected, subject to the applicable provisions of the Bond Resolution, to be available for the payment of the principal or Redemption Price, if applicable, of, and interest on such Series of Bonds (other than Bonds which have been purchased by the Trustee at the direction of the Authority or purchased or otherwise acquired by the Authority and delivered to the Trustee as provided in the Bond Resolution prior to the mailing of the notice of redemption referred to in clause (a) above), and (d) the Authority shall deliver to the Trustee a report of a firm of nationally recognized certified public accountants ("Accountant") verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity date ("Verification"), (ii) the escrow agreement shall provide that no substitution of any Defeasance Securities shall be permitted except with other Defeasance Securities

and upon delivery of a new Verification, and (iii) there shall be delivered an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer "Outstanding" under the Bond Resolution; each Verification and defeasance opinion shall be addressed to the Authority and the Trustee. Except as otherwise provided in the Bond Resolution, neither Defeasance Securities nor moneys deposited with the Trustee as described in this paragraph nor principal or interest payments on any such Investment Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Securities deposited with the Trustee, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over the Authority as received by the Trustee, free and clear of any trust, lien or pledge securing said Bonds or otherwise existing under the Bond Resolution, and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Authority, as received by the Trustee, free and clear of any trust, lien, security interest, pledge or assignment securing said Bonds or otherwise existing under the Bond Resolution.

Continuing Disclosure Provision

The following is a summary of the provisions of Section 2.06 of the Bond Resolution providing for the Authority's obligation to provide continuing disclosure pursuant to the hereinafter defined Rule 15c2-12. The Authority has also entered into agreements with each Obligated Person for the benefit of the Holders of the 2016 Series A Bonds to provide the information described herein to be provided by such Obligated Person. The Authority and any Holder may enforce the undertaking of each such Obligated Person to provide the required information.

The terms defined below are used in the summary of said provision which follows the definitions.

"*Annual Information*" means the information specified in paragraph 3 below.

"*Fiscal Year*" means with respect to the Authority, each calendar year, or such other twelve-month period adopted by the Authority as its fiscal year pursuant to the Bond Resolution, and with respect to each Obligated Person, the applicable Fiscal Year of each such Obligated Person.

"*GAAP*" means the generally accepted accounting principles applicable to the Authority or an Obligated Person, as the case may be, as in effect from time to time.

"*MSRB*" means the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934 at its Electronic Municipal Market Access system (available at <http://emma.msrb.org>).

"*Obligated Person*" means, pursuant to paragraph 6 below, any Governmental Agency, the principal portion of whose Loan Repayments allocable to the principal of the Bonds is greater than ten percent (10%) of the principal amount of the Trust Agreement Debt.

"*Rule 15c2-12*" means Rule 15c2-12 under the Securities Exchange Act of 1934, as amended through the date of adoption of the Bond Resolution, together with all interpretive guidelines or other official interpretations or explanation thereof that are promulgated by the United States Securities and Exchange Commission.

"*Trust Agreement Debt*" means the sum of (a) the Bonds as defined under the Clean Water Trust Agreement and (b) the Bonds as defined under the Drinking Water Trust Agreement.

1. The Authority undertakes in the Bond Resolution, for the benefit of Holders of the 2016 Series A Bonds, to provide or cause to be provided:

(a) to the MSRB no later than 210 days after the end of each Fiscal Year, the Annual Information relating to such Fiscal Year;

(b) if not submitted as part of the Annual Information, to the MSRB audited financial statements of the Authority and each Obligated Person for such Fiscal Year when and if they become available; provided that if the financial statements of the Authority or any Obligated Person are not available in audited form by the date provided for in (a), the Annual Information shall contain unaudited financial statements of the Authority or such Obligated Person in a format similar to the audited financial statements most recently prepared for the Authority or such Obligated Person, and such audited financial statements of the Authority or such Obligated Person shall be filed in the same manner as the Annual Information when and if they become available; and

(c) to the MSRB in a timely manner (not in excess of ten business days after the occurrence of the event), notice of the occurrence of the following events with respect to the 2016 Series A Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the 2016 Series A Bonds or other material events affecting tax status of the 2016 Series A Bonds;
- (7) Modifications to rights of the 2016 Series A Bondholders, if material;
- (8) Optional contingent or unscheduled calls of any 2016 Series A Bonds other than scheduled sinking fund redemptions for which notice is given pursuant to Exchange Act Release 34-23856; if material, and tender offers;
- (9) Defeasances;

- (10) Release, substitution, or sale of property securing repayment of the 2016 Series A Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the Authority or an Obligated Person (a "Bankruptcy Event"). A Bankruptcy Event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Authority or an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority or an Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving the Authority or an Obligated Person or the sale of all or substantially all of the assets of the Authority or an Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material; and

(d) to the MSRB in a timely manner, notice of a failure to provide any Annual Information required by clause (1)(a) of this paragraph 1, subsection 3, subsection 4, and subsection 5 of this Continuing Disclosure Provision.

2. Nothing in the provisions described under this caption shall be deemed to prevent the Authority from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Authority disseminates any such additional information, the Authority shall have no obligation to update such information or include it in any future materials disseminated hereunder.

3. The required Annual Information shall consist of the following contained in the Official Statement:

(a) to the extent not included in (b) and (c) below, the annual financial statements of the Authority and each Obligated Person described above;

(b) with respect to the Authority, updated versions of the information contained in the table relating to investment of matching accounts, the table of DWRF Bonds and moneys released from the Drinking Water Matching Accounts and the table of WPCRF Bonds and moneys released from the WPCRF Matching Accounts under the heading "SECURITY FOR THE BONDS" and the information in **Appendix D** – "INFORMATION REGARDING

OUTSTANDING BONDS, LOANS AND DIRECT LOANS UNDER THE WATER POLLUTION CONTROL AND DRINKING WATER REVOLVING FUND PROGRAMS"; and

(c) with respect to each Obligated Person, updated material, financial information and operating data as the Authority shall deem necessary to provide compliance with Rule 15c2-12.

4. All or any portion of the Annual Information may be incorporated in the Annual Information by cross reference to any other documents which have been filed with (i) the MSRB or (ii) the Securities and Exchange Commission.

5. Annual Information for any Fiscal Year containing any modified operating data or financial information (as contemplated by paragraph 9(v) below) for such Fiscal Year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Information being provided for such Fiscal Year. If a change in accounting principles is included in any such modification, such Annual Information shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles.

6. The annual financial statements of the Authority and each Obligated Person shall be prepared in accordance with GAAP as in effect from time to time. Such financial statements shall be audited by an independent accounting firm. Notwithstanding any other provision hereof to the contrary, upon the furnishing of notice by the Authority to the MSRB that an Obligated Person is no longer an "obligated person" within the meaning of Rule 15c2-12, the Authority's obligation to provide continuing disclosure regarding such Obligated Person as described herein shall terminate.

7. If the Authority shall fail to comply with any provision of this continuing disclosure provision, then a Holder may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, this obligation against the Authority and any of the officers, agents and employees of the Authority, and may compel the Authority or any such officers, agents and employees to perform and carry out their duties hereunder; provided that the sole and exclusive remedy for breach of this obligation shall be an action to compel specific performance of the obligations of the Authority hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to this continuing disclosure provision shall be brought only by the Holders of 25% in aggregate principal amount of the 2016 Series A Bonds at the time Outstanding which are affected thereby. Failure to comply with any provision of this obligation to provide continuing disclosure shall not constitute an Event of Default under the Bond Resolution.

8. This obligation is executed and delivered solely for the benefit of the Holders of the 2016 Series A Bonds. No other person shall have any right to enforce the provisions hereof or any other rights hereunder.

9. Without the consent of any Holders of the 2016 Series A Bonds, the Authority at any time and from time to time may enter into any amendments or changes to this obligation for any of the following purposes:

(i) to comply with or conform to Rule 15c2-12 or any amendments thereto or any authoritative interpretations thereof by the Securities and Exchange Commission or its staff (whether required or optional);

(ii) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;

(iii) to evidence the succession of another person to the Authority and the assumption by any such successor of the covenants of the Authority hereunder;

(iv) to add to the covenants of the Authority for the benefit of the Holders of the 2016 Series A Bonds, or to surrender any right or power herein conferred upon the Authority;

(v) to modify the contents, presentation and format of the Annual Information from time to time as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Authority, or type of business conducted; provided that, (a) there is filed with the Trustee an opinion of counsel having expertise with respect to the securities laws of the United States or an opinion of Bond Counsel stating (1) this undertaking, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the 2016 Series A Bonds, after taking into account any amendments or authoritative interpretations of Rule 15c2-12 as well as any change in circumstances; and (2) the amendment or change does not materially impair the interests of Holders of the 2016 Series A Bonds, or (b) such change or amendment is approved by the vote or consent of Holders of a majority in outstanding principal amount of the 2016 Series A Bonds affected thereby at or prior to the time of such amendment or change.

10. This continuing disclosure provision shall remain in full force and effect until such time as all principal, redemption premiums, if any, and interest on the 2016 Series A Bonds shall have been paid in full or legally defeased pursuant to the Bond Resolution. Upon any such legal defeasance, the Authority shall provide notice of such defeasance to the MSRB. Such notice shall state whether the 2016 Series A Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption.

11. For the purposes of this Continuing Disclosure Provision, Holder shall be deemed to include any beneficial owner of the 2016 Series A Bonds within the meaning of Rule 13d-3 under the Securities and Exchange Act of 1934.

12. Any notices to or filings with the MSRB may be effected in an electronic format in accordance with the published procedures of the MSRB and accompanied by identifying information prescribed by the MSRB.

THE LOAN AGREEMENTS

Set forth below is a general summary of certain provisions of the Loan Agreements which are substantially the same in each Loan Agreement. The references in this summary to a single Loan Agreement, Governmental Agency Bond, Loan and Governmental Agency are, except where otherwise indicated, equally applicable to all of the Loan Agreements, Governmental Agency Bonds, Loans and Governmental Agencies. The section references shown in parentheses are to particular sections of the Loan Agreements.

Particular Covenants of the Governmental Agency

Source of Repayment Pledge. The Governmental Agency irrevocably pledges and grants a lien on the Pledged Property described in the Loan Agreement for the punctual payment of the principal of and the interest on the Loan, and all other amounts due under the Loan Agreement and the Governmental Agency Bond according to their respective terms.

Performance Under Loan Agreement. The Governmental Agency covenants and agrees (a) to maintain its System in good repair and operating condition; (b) to cooperate with the Authority in the observance and performance of the respective duties, covenants, obligations and agreements of the Governmental Agency and the Authority under the Loan Agreement; and (c) to comply with the covenants described in the Loan Agreement.

Completion of Project and Provision of Moneys Therefor. The Governmental Agency covenants and agrees (a) to exercise its best efforts in accordance with prudent wastewater treatment utility practice to complete its Project and to so accomplish such completion on or before the estimated Completion Date set forth in the Loan Agreement; and (b) subject to appropriation, to provide from its own fiscal resources all moneys, in excess of the total amount of loan proceeds it receives under the Loan, required to complete its Project.

Disposition of System. Except for the disposal of any portions of the System which the Governmental Agency determines are no longer necessary for the operation of the System, the Governmental Agency shall not sell, lease, abandon or otherwise dispose of all or substantially all of its System or any other component of the System which provides revenues to provide for the payment of the Loan Agreement or the Governmental Agency Bond except on 90 days' prior written notice to the Authority and, in any event, shall not so sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (a) the Governmental Agency shall assign the Loan Agreement as permitted thereunder and its rights and interests thereunder to the purchaser or lessee of the System and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Governmental Agency under the Loan Agreement; and (b) the Authority shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not adversely affect the Authority's ability to meet its duties, covenants, obligations and agreements under the Bond Resolution, and will not adversely affect the value of the Loan Agreement as security for the payment of Authority Bonds and interest thereon, adversely affect the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation, or adversely affect any agreement entered into by the Authority or the State with, or condition of any grant received by the Authority or the State from, the United States of America, that is related to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the Federal Water Pollution Control Act, as amended.

Operation and Maintenance of System. The Governmental Agency covenants and agrees that it shall, in accordance with prudent water supply and wastewater treatment utility practice, (a) at all times operate the properties of its System and any business in connection therewith in an efficient manner, (b) maintain its System in good repair, working order and operating condition, (c) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to its System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted; provided, however, this covenant shall not be construed as requiring the Governmental Agency to expend any funds which are derived from sources other than the operation of its System or other receipts of such System which are not pledged under the Loan Agreement, and provided further that nothing therein shall be construed as preventing the Governmental Agency from doing so.

Insurance. The Governmental Agency agrees to maintain or cause to be maintained, in force, insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage or destruction of its System, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining water supply and wastewater treatment system facilities of the nature of the Governmental Agency's System, including liability coverage, all to the extent available at reasonable cost.

User Charges. The Governmental Agency will establish a system of user charges to assure that each recipient of wastewater treatment services from its System will pay such recipient's equitable share of the costs of operation and maintenance, including replacement of the System and the Governmental Agency also agrees that such system of user charges will be maintained. Prior to advertising for bids for construction of the Project, the user charge system must receive any required prior approvals. Further, the Governmental Agency agrees to proceed to establish an enforceable sewer use ordinance to (a) prohibit future clear water connections to separate sanitary sewers; (b) ensure that new sewers and sewer connections are properly designed and constructed; and (c) require pretreatment of industrial wastes which would be detrimental to the treatment works in its proper and efficient operation and maintenance or will otherwise prevent the entry of such waste into the treatment works.

Additional Covenants. The Loan Agreement, if the Pledged Property is payable from System revenues, contains additional covenants of the Governmental Agency with respect to the priority of the lien of its Loan Agreement and Governmental Agency Bonds on, and the issuance of additional debt payable from, the revenues pledged under its Loan Agreement and the Governmental Agency Bonds, rates to be charged for the use of its System, the establishment and maintenance of operations and maintenance reserve funds and other matters.

Loan; Disbursements of Loan Proceeds

The Authority has agreed to loan and disburse to the Governmental Agency and the Governmental Agency has agreed to borrow and accept from the Authority, the Loan in the principal amount equal to the loan commitment set forth in the Loan Agreement and made a part thereof; provided, however, that (a) the Authority shall be under no obligation to make the Loan if the Governmental Agency does not deliver the Governmental Agency Bond to the Authority on the Loan Closing or an Event of Default has occurred and is continuing under the Bond Resolution or the Loan Agreement, and (b) the proceeds of Authority Bonds shall be available for disbursement, as determined solely by the Authority. The Governmental Agency shall use the proceeds of the Loan strictly (i) to finance or refinance a portion of the Cost of the Project; and (ii), where applicable, to reimburse the Governmental Agency for a portion of the Cost of the Project, which portion was paid or incurred in anticipation of reimbursement by the Authority. The Trustee, as the agent of the Authority, shall disburse the amounts on deposit in the Governmental Agency's 2016 Series A Project Loan Subaccount to the Governmental Agency upon receipt of a requisition executed by an Authorized Officer and approved by the Authority and, if necessary, approved by the Colorado Water Quality Control Division, in the form set forth in the Bond Resolution.

The Authority covenants to direct the Trustee to provide periodic written reports of all moneys on deposit under the Bond Resolution (as such reports are required under the Bond Resolution) and to furnish such reports to the Governmental Agency as soon as practicable after receipt by the Authority.

The Authority agrees that in the event that moneys on deposit in the Governmental Agency's Project Loan Subaccount are lost due to the negligence or misconduct of the Trustee, the Authority, on behalf of the Governmental Agency, shall, upon the written request of the Governmental Agency, pursue

its remedies against the Trustee, including, but not limited to, equitable actions or actions for money damages. (Section 3.01 and 3.02)

Loan Repayments

The Governmental Agency shall repay the principal of and the interest on the Loan in accordance with the Loan Agreement. The Governmental Agency shall execute the Governmental Agency Bond to evidence the Loan and the obligations of the Governmental Agency under the Governmental Agency Bond shall be deemed to be amounts payable under the Loan Agreement. Each portion of the Loan Repayment payable under this paragraph, whether satisfied entirely through a direct payment by the Governmental Agency to the Loan Servicer or through a combination of a direct payment and the use of Allocable Investment Income to pay interest on the Authority Bonds (and to the extent moneys are available therefor, principal on the Authority Bonds), shall be deemed to be a credit against the corresponding obligation of the Governmental Agency under this paragraph and shall fulfill the Governmental Agency's obligation to pay such amount under the Loan Agreement and under the Governmental Agency Bond. Each payment made to the Loan Servicer pursuant to this paragraph shall be applied first to interest then due and payable on the Loan, then to the principal of the Loan.

The Governmental Agency also shall pay pursuant to the Loan Agreement semiannually following the Commencement Date, during the term of the Loan, one half, or such other amount set forth in the Loan Agreement, of the Administrative Fee, if any. Each payment made pursuant to the Loan Agreement shall, for purposes of the Loan and the Governmental Agency Bond, be considered as interest on the principal amount thereof.

The Governmental Agency shall receive as a credit against each of its semiannual interest payment obligations set forth on Exhibit C to the Loan Agreement (and, as applicable under the Bond Resolution, its annual principal payment obligations to the extent moneys are available therefor), (a) the amount of capitalized interest available to be applied against such obligations and (b) the amount of Allocable Investment Income, if any, to be credited against such obligations, as set forth in each billing statement to be mailed by the Loan Servicer to the Governmental Agency approximately 30 days prior to each Loan Repayment due date.

The Governmental Agency also shall pay a late charge for any payment that is received by the Loan Servicer later than the fifth day following its due date, in an amount equal to the greater of 12% per annum or the Prime Rate plus one half of one percent per annum on such late payment from its due date to the date it is actually paid; provided, however, that the interest rate payable on the Loan including such late charge shall not be in excess of the maximum rate permitted by law as of the date hereof.

The Governmental Agency acknowledges that payment of the Authority Bonds by the Authority, including payment from moneys drawn by the Trustee from the 2016 Series A Matching Account other than from the investment income thereon, does not constitute payment of the amounts due under the Loan Agreement or the Governmental Agency Bond. If at any time the amounts on deposit in the 2016 Series A Matching Account shall be less than the requirement of such Account, as the result of any transfer of moneys from the 2016 Series A Matching Account to the Debt Service Fund as the result of a failure by the Governmental Agency to make any Loan Repayment required under the Loan Agreement, the Governmental Agency agrees to (a) replenish such moneys so transferred, and (b) replenish any deficiency arising from losses incurred in making such transfer as the result of the liquidation by the Authority of investment securities acquired as an investment of moneys in such 2016 Series A Matching Account, by making payments to the Authority in equal monthly installments for the lesser of six months or the remaining term of the Loan at an interest rate to be determined by the Authority necessary to make up any loss caused by such deficiency. (Section 3.03)

Unconditional Obligations

The obligation of the Governmental Agency to make the Loan Repayments and all other payments required under the Loan Agreement and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained therein is payable solely from the source of repayment pledged to such payment as described in the Loan Agreement and shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments under the Loan Agreement remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or the System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Authority or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, the Loan Agreement or the Bond Resolution or any rights of set off, recoupment, abatement or counterclaim that the Governmental Agency might otherwise have against the Authority, the Trustee, the Loan Servicer or any other party or parties; provided, however, that payments thereunder shall not constitute a waiver of any such rights. The Governmental Agency shall not be obligated to make any payments required to be made by any other Governmental Agencies under separate Loan Agreements or the Bond Resolution.

The Governmental Agency acknowledges that its duties, covenants, obligations and agreements under the Loan Agreement shall survive the discharge of the Bond Resolution and payment of the principal of, redemption premium, if any, and interest on the Authority Bonds. The Authority acknowledges that all duties, covenants, obligations and agreements of the Governmental Agency shall (except for certain tax covenants) terminate upon the termination of the Loan Agreement. (Sections 3.04 and 3.05)

Option to Prepay Loan Repayments

Subject in all instances to the prior written approval of the Authority and satisfaction of the requirements, if any, of the Bond Resolution relating to prepayments, the Governmental Agency may prepay the portion of Loan Repayments set forth in the Loan Agreement, in whole or in part (but if in part, in the amount of \$100,000 or any integral multiple of \$100,000), upon prior written notice not less than 90 days in addition to the number of days advance notice to the Trustee required for any optional or special redemption of the Authority Bonds, to the Authority and the Trustee and upon payment by the Governmental Agency to the Trustee of the principal amount of the Loan Repayments to be prepaid, plus the interest to accrue on such amount to the date of the next succeeding optional redemption of the Authority Bonds allocable to such Loan Repayment to be prepaid; provided, however, that (i) if the Governmental Agency proposes to prepay in full the Exhibit C Loan Repayments, such prepayment shall be conditioned upon the simultaneous prepayment in full of all Administrative Fees due to and including the date of such redemption plus one year after the date of such redemption or (ii) if the Governmental Agency proposes to prepay a portion of the Exhibit C Loan Repayments, such prepayment shall be conditioned upon the simultaneous prepayment of such portion of the Administrative Fees due to and including the date of such redemption plus one year after the date of such redemption. In addition, if at the time of such prepayment, the Bonds may only be redeemed at the option of the Authority upon payment of a redemption premium, the Governmental Agency shall add to its prepayment an amount, as determined by the Authority, equal to such redemption premium allocable to such Authority Bonds to be redeemed as a result of the Governmental Agency's prepayment. Prepayments shall be applied first to accrued interest on the portion of the Loan to be prepaid, then to the payment of Administrative Fees and

then to principal payments (including redemption premium, if any) on the Loan in inverse order of Loan Repayments. The provisions of this paragraph shall not be applicable to any mandatory or extraordinary redemption or acceleration required by the Bond Resolution.

The Governmental Agency, in the sole discretion of the Authority, and upon terms and conditions satisfactory to the Authority, may provide for the prepayment in full of the Loan Repayments by depositing with the Authority an amount, which when added to the investment income to be derived from such amount to be deposited with the Authority, shall provide for the full payment of all such Loan Repayments in the manner provided in the Loan Agreement. Any amounts so deposited with the Authority shall be invested solely in direct obligations of the United States of America. (Section 3.08)

Assignment and Transfer by Authority

The Governmental Agency expressly has acknowledged that, other than the provisions with respect to Administrative Fees payable and the right, title and interest of the Authority under certain provisions of the Loan Agreement relating to indemnification of payment of attorney's fees of the Authority and the Authority's right to enforce the Loan Agreement, all right, title and interest of the Authority in, to and under the Loan Agreement and the Governmental Agency Bond has been assigned to the Trustee as security for the Authority Bonds, as applicable, as provided in the Bond Resolution, and that if any Event of Default shall occur, the Trustee, pursuant to the Bond Resolution, shall be entitled to act thereunder in the place and stead of the Authority. The Governmental Agency has acknowledged the requirements of the Bond Resolution applicable to the Authority Bonds and has consented to such assignment and appointment. (Section 4.01)

Assignment by Governmental Agency

Neither the Loan Agreement nor the Governmental Agency Bond may be assigned by the Governmental Agency for any reason, unless the following conditions shall be satisfied: (a) the Authority and the Trustee shall have approved said assignment in writing; (b) the assignee shall be a governmental unit within the meaning of section 141(c) of the Code and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Governmental Agency's duties, covenants, agreements and obligations under the Loan Agreement; (c) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Local Government under the Loan Agreement; (d) the Authority shall have received an opinion of bond counsel to the effect that such assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of federal income taxation under section 103(a) of the Code; and (e) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of the Bond Resolution or any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the Federal Water Pollution Control Act.

No assignment shall relieve the Governmental Agency from primary liability for any of its obligations under the Loan Agreement and in the event of such assignment, the Governmental Agency shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under the Loan Agreement. (Section 4.01 and 4.02)

"Event of Default"

If any of the following events occurs, it is defined as an "event of default" under the Loan Agreement:

(a) failure by the Governmental Agency to pay, or cause to be paid, any Loan Repayment required to be paid when due, which failure shall continue for a period of 10 days;

(b) failure by the Governmental Agency to make, or cause to be made, any required payments or principal of, redemption premium, if any, and interest on any bonds, notes or other obligations of the Governmental Agency for borrowed money (other than the Loan and the Governmental Agency Bond), after giving effect to the applicable grace period, the payments of which are secured by the source of repayment described in the Loan Agreement;

(c) failure by the Governmental Agency to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Loan Agreement, other than as referred to in clause (a) of this paragraph which failure shall continue for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Agency by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Trustee may not unreasonably withhold their consent to an extension of such time up to 60 days from the delivery of the written notice referred to above if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until the "event of default" is corrected;

(d) a petition is filed by or against the Governmental Agency under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of the Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Governmental Agency such petition shall be dismissed within 30 days after such filing and such dismissal shall be final and not subject to appeal; or the Governmental Agency shall become insolvent or bankruptcy to make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Governmental Agency or any of its property) shall be appointed by court order or take possession of the Governmental Agency or its property or assets if such order remains in effect or such possession continues for more than 30 days. (Section 5.01)

Whenever an "event of default" shall have occurred and be continuing, the Authority shall have the right to take, or to direct the Trustee to take, any action permitted or required pursuant to the Bond Resolution or the Loan Agreement and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Governmental Agency under the Loan Agreement, including without limitation, appointment of a receiver of the Governmental Agency's System. (Section 5.03)

Amendments, Supplements and Modifications

The Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Governmental Agency. (Section 6.04)

Obligation to Provide Continuing Disclosure

Except as provided herein with respect to the definition of Annual Information, the capitalized terms used under this heading shall have the same meaning given to such terms as contained under the heading "The Bond Resolution – Continuing Disclosure Provision."

If the Governmental Agency is advised in writing by the Authority that the Governmental Agency is required to comply with the provisions of Section 2.03 of the Loan Agreement which sets forth the continuing disclosure provision, the Governmental Agency shall undertake, for the benefit of Holders of the Bonds, to provide or cause to be provided through the Authority:

(1) to the MSRB no later than 210 days after the end of each Fiscal Year, the Annual Information relating to such Fiscal Year;

(2) if not submitted as part of or with the Annual Information, to the MSRB audited financial statements of the Governmental Agency for such Fiscal Year when and if they become available; provided that if the Governmental Agency's audited financial statements are not available by the date set forth in (1) above, the Annual Information shall contain unaudited financial statements in a format similar to the Governmental Agency's audited financial statements prepared for its most recent Fiscal Year, and the audited financial statements shall be filed in the same manner as the Annual Information when and if they become available; and

(3) to the MSRB in a timely manner, notice of a failure to provide any Annual Information required under this continuing disclosure provision.

The obligations of the Governmental Agency pursuant under this continuing disclosure provision may be terminated as to such Governmental Agency as provided below. Upon any such termination, the Governmental Agency shall provide notice of such termination to the MSRB.

Nothing herein shall be deemed to prevent the Governmental Agency from disseminating or require the Governmental Agency to disseminate any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Governmental Agency disseminates any such additional information, the Governmental Agency shall have no obligation to update such information or include it in any future materials disseminated hereunder.

The required Annual Information shall consist of the Governmental Agency's audited financial statements for the most recent Fiscal Year and such other information as the Authority shall require to provide compliance with Rule 15c2-12.

All or any portion of the Annual Information may be incorporated in the Annual Information by cross reference to any other documents which have been filed with (i) the MSRB or (ii) the SEC.

Annual Information for any Fiscal Year containing any modified operating data or financial information for such Fiscal Year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Information being provided for such Fiscal Year. If a change in accounting principles is included in any such modification, such Annual Information shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles.

The Governmental Agency's annual financial statements for each Fiscal Year shall be prepared in accordance with GAAP as in effect from time to time. Such financial statements shall be audited by an independent accounting firm.

If the Governmental Agency shall fail to comply with any of these provisions relating to continuing disclosure, then the Authority or any Holder of the Authority's Bonds may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, this continuing disclosure covenant against the Governmental Agency and any of the

officers, agents and employees of the Governmental Agency, and may compel the Governmental Agency or any such officers, agents or employees to perform and carry out their duties under the continuing disclosure provision; provided that the sole and exclusive remedy for breach of this continuing disclosure covenant shall be an action to compel specific performance of the obligations of the Governmental Agency hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to this continuing disclosure covenant shall be brought only by the Authority or the Holders of 25% in aggregate principal amount of the Bonds at the time outstanding which are affected thereby. The failure of the Governmental Agency to comply with these continuing disclosure provisions shall not be deemed an Event of Default under the Loan Agreement and the only remedies available to the Holders or the Authority for such failure to comply are the remedies contained in this continuing disclosure covenant.

The provisions of this continuing disclosure covenant are executed and delivered solely for the benefit of the Holders. No other person (other than the Authority) shall have any right to enforce the provisions of this continuing disclosure covenant or any other rights under this continuing disclosure covenant.

Without the consent of any Holders of the Bonds, the Authority and the Governmental Agency at any time and from time to time may enter into any amendments or changes to this continuing disclosure covenant for any of the following purposes:

- (i) to comply with or conform to Rule 15c2-12 or any amendments thereto (whether required or optional);
- (ii) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;
- (iii) to evidence the succession of another person to the Governmental Agency and the assumption by any such successor of the covenants of the Governmental Agency under this continuing disclosure provision;
- (iv) to add to the covenants of the Governmental Agency for the benefit of the Holders, or to surrender any right or power conferred upon the Governmental Agency pursuant to this continuing disclosure provision;
- (v) to modify the contents, presentation and format of the Annual Information from time to time as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Governmental Agency, or type of business conducted; provided that, (a) there is filed with the Trustee an opinion of counsel having expertise with respect to securities laws of the United States of America or expertise with respect to the issuance of indebtedness by states and political subdivisions thereof, that (i) this continuing disclosure covenant as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Authority Bonds, after taking into account any amendments or authoritative interpretations of the Rule 15c2-12, as well as any change in circumstances; and (ii) the amendment or change does not materially impair the interests of Holders, or (b) such change or amendment is approved by the vote or consent of Holders of a majority in outstanding principal amount of the Bonds affected thereby at or prior to the time of such amendment or change.

This continuing disclosure covenant shall remain in full force and effect until the earlier of (i) the Authority provides notice to the MSRB that the Governmental Agency is no longer an "obligated person" within the meaning of Rule 15c2-12 or (ii) all principal, redemption premiums, if any, and interest on the Bonds shall have been paid in full or the Bonds shall have otherwise been paid in full or legally defeased pursuant to the provisions of the Bond Resolution. In the event of such payment or legal defeasance, the Authority shall promptly give written notice thereof to the Governmental Agency.

Any notices to or filing with the MSRB may be effected by sending in accordance with the published procedures of the MSRB and accompanied by identifying information prescribed by the MSRB.

[Remainder of this page intentionally left blank]

(THIS PAGE INTENTIONALLY LEFT BLANK)

APPENDIX B

SUMMARY OF CERTAIN PROVISIONS OF STATE LAW AND CERTAIN STATE ECONOMIC CONDITIONS

INTRODUCTION

This Appendix contains summaries of certain provisions of State law regarding (i) special districts, (ii) statutory cities and towns, (iii) home-rule cities and towns, (iv) property assessment and property tax levies and collections and (v) sovereign immunity. It also includes information concerning State economic conditions. The summaries of certain provisions of State law are provided to assist potential investors in reviewing and assessing the information concerning the governmental agencies presented elsewhere in this Official Statement. The summaries of certain provisions of State law do not purport to include all provisions of State law relating to the subjects described above or to present the entirety of the provisions discussed and are qualified by reference to the complete texts of the applicable provisions of State law.

This Appendix does not describe Article X, Section 20 of the Colorado Constitution (the "**Amendment**") or its effect on the Authority or the Governmental Agency. For a description of the Amendment, see "STATE CONSTITUTIONAL AMENDMENT" in the body of this Official Statement.

SPECIAL DISTRICTS

Organization and Power

Special districts may be established pursuant to Title 32 of the Colorado Revised Statutes for the purpose of providing various services to the residents of the districts, including water and sanitation services. Such districts, which constitute quasi-municipal corporations and are political subdivisions of the State, are formed either upon the approval of the electors of the district, or by order and decree of the district court located in the county where the territory included in the district is located.

Special districts are governed by a board of directors consisting of either five or seven members. The members of the board are elected to staggered four-year terms. In the case of elected directors, vacancies on the board are filled by appointment by the remaining directors for the remaining portion of the unexpired term. The board of directors holds regular meetings and, as needed, special meetings. Each director is entitled to one vote on all questions before the board.

The rights, powers, privileges, authority, functions and duties of a district are established by the laws of the State. Pursuant to State statute, but subject to constitutional limitations imposed by the Amendment, a district has the power, among others: to enter into contracts and agreements; to sue and be sued; to borrow money, incur indebtedness and issue bonds, including negotiable coupon bonds, general obligation bonds and revenue bonds; to refund any indebtedness of the district; to fix and from time to time to increase or decrease, rates, fees, tolls, penalties or charges for services, programs or facilities furnished by the district; to fix and from time to time to increase or decrease tap fees which the district may pledge for the payment of any district indebtedness; to pledge the revenue of such rates, fees, tolls, penalties and charges for the payment of any indebtedness of the district; to adopt, amend and enforce bylaws and rules and regulations for carrying on the business, objects and affairs of the board and the district; to levy and collect ad valorem property taxes on and against all taxable property within the district; to levy taxes and collect revenue for the purpose of creating reserve funds in connection with any indebtedness of the district; to invest any moneys of the district not needed for the conduct of its affairs; to furnish services and facilities outside of the boundaries of the district and to establish fees, rates or

charges for such services and facilities; to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the special district, water, water rights and water works and plants; to manage, control and supervise all of the business and affairs of the district and all construction, installation, operation and maintenance of district improvements; to exercise the power of eminent domain for the condemnation of private property for public use; and to exercise all rights and powers necessary or incidental to or implied by the specific powers granted to the district by State statute. See "STATE CONSTITUTIONAL AMENDMENT" in the body of this Official Statement for certain constitutional limitations on the exercise of certain of such powers.

Budget Policy

Pursuant to State statute, special districts are required to adopt an annual budget. This budget must set forth all proposed expenditures for administration, operations, maintenance, debt service and capital projects to be undertaken or executed by the district during the budget year. The annual budget must also show anticipated revenues for the budget year; estimated beginning and ending fund balances; the corresponding actual figures for the prior fiscal year and estimated figures projected through the end of the current fiscal year, including disclosure of all beginning and ending fund balances; a written budget message describing the important features of the proposed budget; and explanatory schedules or statements clarifying the district's expenditures by object and revenues by source.

On or before the fifteenth day of October of each year, the board must prepare a proposed budget for the ensuing budget year and cause to be published a notice showing that such proposed budget is open for inspection by the public. Prior to adoption, any elector of the district may register an objection to the proposed budget. The board is required by law to adopt a budget by no later than December 15 of each year and prior to the beginning of the next fiscal year. A district's fiscal year must coincide with the calendar year.

Generally, a district cannot expend money for any purposes in excess of the amount appropriated. However, in the case of an emergency or a contingency which was not reasonably foreseeable, the board may authorize the expenditure of funds in excess of the budget by a resolution adopted by a majority vote. If a district receives revenues during the year which were not anticipated or included in the budget adopted for such year, the board may authorize the expenditure thereof by adopting a supplemental budget after notice and hearing thereon.

In conjunction with the preparation of the annual budget, each district is required to determine its mill levy rate for the ensuing fiscal year. The budget process includes consideration of all anticipated sources of revenue, costs of capital projects to be undertaken, expenses of operating and maintaining the district, debt redemptions, maturing bonds, interest charges, deficits and defaults of prior years, and the collection rate of taxes in prior years. Based upon a review of such factors, the board then determines the amount of money that needs to be raised by taxes and fixes the mill levy accordingly. See "STATE CONSTITUTIONAL AMENDMENT" in the body of this Official Statement for a discussion of certain constitutional limitations on the imposition of taxes and the collection and spending of revenues.

Financial Audits

State statute requires that an annual audit be made of a district's financial affairs at the end of each fiscal year. The audited financial statements must be filed with the board of the district within six months after the close of the fiscal year of the district and with the State auditor within 30 days thereafter. Failure to comply with these requirements may result in the withholding of the district's property tax revenues by the treasurer of the county in which the district is located pending compliance. However, if

neither revenues nor expenditures of the district for any fiscal year exceed \$100,000, the board may, with the approval of the State auditor, file an application for exemption from audit in lieu of audited financial statements. Such application must be prepared by a person skilled in accounting. Applications must be filed with the State auditor within three months after the close of the district's fiscal year for which an exemption is requested. If the annual revenues and expenditures of a district are at least \$100,000 but not more than \$750,000, a district also may receive an exemption from filing an audit. Such application must be prepared by an independent accountant with knowledge of governmental accounting. All applications must be completed in accordance with regulations issued by the state auditor, and must be reviewed, approved and signed by a majority of the board.

Debt and Other Financial Obligations

Generally

Subject to the limitations imposed by the Amendment, all special districts have the power to incur debt and issue bonds, including general obligation bonds and revenue bonds. Each of these types of obligations is briefly described below. See "STATE CONSTITUTIONAL AMENDMENT" in the body of this Official Statement for a discussion of certain constitutional limitations on incurring debt and issuing bonds.

General Obligation Debt

"General obligation debt" means, generally, obligations backed by the full faith and credit of a district and secured by the power of a district to levy ad valorem property taxes for payment of such obligations and the interest thereon. General obligation debt does not include revenue obligations, debt that has been refinanced and is no longer payable from ad valorem property taxes, obligations arising upon a contingency, or obligations which do not extend beyond the fiscal year in which incurred. In addition, leases are generally not considered to be general obligation debt.

The board of each special district has the power to contract general obligation debt on behalf of the district by borrowing money or issuing bonds to carry out the objects or purposes of the district by a resolution. The resolution must specify the following: (i) the objects and purposes for which the indebtedness is proposed to be incurred; (ii) the estimated costs of the works or improvements; (iii) how much, if any, of the estimated cost is to be defrayed out of state or federal grants; (iv) the maximum net effective interest rate to be paid; and (v) the principal amount of debt to be incurred. General obligation debt of special districts may be due and payable either annually or semiannually, commencing not later than five years and extending not more than 40 years from its date of issuance. A district generally may refund general obligation debt at a lower interest rate without voter approval. However, no new general obligation debt may be created unless the question of incurring the indebtedness and a maximum net effective interest rate therefor has been submitted to and approved by a majority of the electors of the district voting at an election held for that purpose. See "STATE CONSTITUTIONAL AMENDMENT" in the body of this Official Statement for a description of certain constitutional limitations on the issuance of general obligation debt.

There was no State law limit on the amount of general obligation debt incurred by a special district prior to July 1, 1991. However, the amount of certain general obligation debt incurred by a special district on or after July 1, 1991 is limited to the greater of \$2,000,000 or 50% of the assessed valuation of taxable property in the special district. General obligation debt is exempt from this limitation if (i) such debt is rated in one of the four highest rating categories by a nationally recognized rating agency, (ii) such debt is determined by the board of the special district to be necessary to provide improvements specifically ordered by a federal or state agency to bring the district into compliance with

applicable federal or state health or environmental laws or regulations, (iii) such debt is secured by a letter of credit, line of credit or other credit enhancement issued by a financial institution that meets certain standards set forth in State law or (iv) such debt is issued to financial institutions or institutional investors that meet certain qualifications set forth in State law. A special district must make a report to the board of county commissioners of the county, or the governing body of the municipality, which approved the special district as a condition to its creation each five years after the year in which the voters of the special district approved the issuance of general obligation debt by the special district. Such board or governing body has the power to prohibit a special district from issuing additional general obligation debt if, after reviewing the report, it determines that the implementation of the special district's service plan or financial plan will not result in the timely and reasonable discharge of the special district's general obligation debt and will place property owners at risk for excessive tax burdens to support the servicing of such debt.

Revenue Obligations

Subject to the limitations imposed by the Amendment, a special district also has the authority to issue revenue obligations payable from the net revenues of district facilities. Revenue obligations do not constitute a general obligation debt of a district, but may not be issued without voter approval unless they are issued pursuant to certain exceptions under the Amendment, including refinancing bonded debt at a lower interest rate or issuance by an "enterprise" within the meaning of the Amendment. See "STATE CONSTITUTIONAL AMENDMENT" in the body of this Official Statement for a description of certain limitations on the issuance of revenue obligations and the definition of "enterprise." Revenue obligations of special districts may mature at such time not exceeding the estimated life of the facilities financed, as determined by the board of the district, but in no event beyond 40 years from their date of issuance.

Registration of Special District Bonds

All nonexempt bonds of special districts must be registered with the State Securities Commissioner as a condition to issuance. The following transactions may be exempted from registration upon the making of a filing with the State Securities Commissioner accompanied by an exemption fee: (i) bonds issued on or before December 31, 1991; (ii) bonds issued to the Authority evidencing a loan from the Authority to the special district; (iii) general obligation bonds where the total general obligation debt of the issuer, including the proposed bonds, does not exceed the greater of \$2,000,000 or 50% of the valuation for assessment of all taxable property in the special district; (iv) bonds that are rated in one of the four highest rating categories by a nationally recognized rating agency; (v) bonds which are determined by the board of the special district to be necessary to provide improvements specifically ordered by federal or state health or environmental laws; (vi) bonds secured by a letter of credit, line of credit, insurance policy or other credit enhancement issued by a financial institution or insurance company which meets standards set forth in the statute; (vii) bonds sold in a nonpublic offering made exclusively to accredited investors as defined in the federal Securities Act of 1933, as amended; (viii) bonds issued pursuant to an order of a court; (ix) revenue bonds in an amount not in excess of \$2,000,000; (x) bonds of a special district that contains territory annexed to the City and County of Denver and Adams County in connection with the Denver International Airport; and (xi) bonds issued in denominations of not less than \$500,000 each.

STATUTORY CITIES AND TOWNS

Organization and Powers

Statutory cities and towns may be established pursuant to Title 31 of the Colorado Revised Statutes for the purpose of establishing local government, as well as providing for certain services to the residents of the city or town, including health and police. Statutory cities and towns constitute municipal corporations, are political subdivisions of the State, and are formed either upon the approval of the electors of the territory for which incorporation is sought, or by order and decree of the district court located in the county where the territory included in the town is located.

Statutory cities are governed by a city council. Statutory towns are governed by a board of trustees. The members of the city council or board of trustees include a mayor and regular council members. The mayors of both cities and towns and the trustees of towns are elected at large. Members of the city council of a city are elected by ward. Members of the city council or board of trustees must be registered electors residing within the city or town, and in the case of regular city council members, the ward, from which they are elected for twelve consecutive months preceding their election. Mayors, council members and trustees generally are elected to two-year terms, except that the board of trustees of a town by ordinance may provide for staggered four-year terms. Vacancies on a board of trustees are filled by appointment by the remaining trustees for the remainder of the unexpired terms. Vacancies on a city council are filled by appointment by the remaining council members or by special election for the remainder of the unexpired term.

The mayor presides at all meetings of the city council or board of trustees and has the same voting power as other members, except that towns by ordinance may provide that the mayor may only vote to break ties. The board of trustees of a town has the power to appoint all officers of the town. Cities may be organized as either mayor-council or council-manager forms of government. Under the mayor-council form of government, the city council has the power to appoint all officials of the city other than the city clerk and city treasurer, who are elected. Under the council-manager form of government, the city council appoints a manager, who serves at their pleasure and is responsible for all administrative affairs of the city placed in his charge, including the appointment and removal of all city officers and employees other than the city attorney and municipal judge, who are appointed directly by council.

The rights, powers, privileges, authority, functions and duties of statutory cities and towns are established by the laws of the State. Statutory cities and towns have, among other powers, the ability to sue or be sued, to enter into contracts, and to acquire, hold, lease and dispose of property. A statutory town's operations and administration are governed by its board of trustees and officers appointed thereby. The general powers of the statutory cities and towns include, among others, the administration of municipal affairs such as the appointment of a board of health, census taking, provision for ambulance service and operation of a hospital; financial powers, such as control of municipal finances, appropriation of funds and payment of municipal debt and expenses, levying and collection of taxes, and contracting indebtedness; public property and improvement powers, including the power to acquire, construct and operate wastewater treatments, and to regulate water distribution and use; police powers, such as passing and enforcement of police ordinances and regulation of police, promotion of health and disease suppression, determination of and controlling nuisances, and brush and rubbish removal; and business regulation powers.

Budget Policy

The State law provisions governing the budget policies of statutory cities and towns are the same as those for special districts. See "SPECIAL DISTRICTS - Budget Policy" in this **Appendix B**.

Financial Audits

The State law provisions governing the financial audits of statutory cities and towns are the same as those for special districts. See "SPECIAL DISTRICTS-Financial Audits" in this **Appendix B**.

Debt and Other Financial Obligations

Generally

All statutory cities and towns have the power to incur debt and issue bonds, including general obligation bonds and revenue bonds payable from revenues of its wastewater treatment. Each of these types of obligation is briefly described below.

General Obligation Debt

Subject to the limitations imposed by the Amendment, all statutory cities and towns have the power to contract general obligation indebtedness by borrowing money or issuing bonds for various purposes, including supplying water, gas, heating and cooling, and electricity; purchasing land; purchasing, constructing, extending and improving public streets, buildings, facilities and equipment; and supplying a temporary deficiency in the revenue for defraying the current expenses of the town. Although the issuance of new general obligation debt requires voter approval, general obligation debt generally may be refunded at a lower interest rate without voter approval. See "STATE CONSTITUTIONAL AMENDMENT" in the body of this Official Statement for a description of certain constitutional limitations on the issuance of general obligation debt. The total amount of general obligation indebtedness of a statutory city or town, exclusive of debt incurred for supplying water, cannot exceed three percent of the actual value of taxable property located within the boundaries of the city or town. General obligation bonds issued by statutory cities or towns must mature within 30 years of issuance, except that bonds issued to supply water may mature over a longer period.

Revenue Bonds

Subject to the limitations imposed by the Amendment, statutory cities and towns are authorized to issue revenue bonds to finance in whole or in part the cost of the acquisition, construction, reconstruction, improvement, betterment or extension of water facilities or sewerage facilities. All or any part of the revenues of the water facilities or sewerage facilities, including the revenues of improvements, betterments or extensions thereto, may be pledged for the payment of such bonds. Revenue bonds may mature at such time not exceeding the estimated life of the water facilities or sewerage facilities acquired with the proceeds of the bonds, but in no event may such bonds mature more than 40 years from their respective dates. Revenue bonds do not constitute general obligation debt, but may not be issued without voter approval unless they are issued to refinance bonded debt at a lower interest rate or the issuer is an "enterprise" within the meaning of the Amendment. See "STATE CONSTITUTIONAL AMENDMENT" in the body of this Official Statement for a description of certain constitutional limitations on the issuance of revenue bonds and the definition of "enterprise."

HOME RULE CITIES AND TOWNS

Pursuant to Article XX of the State constitution, cities and towns with a population of at least 2,000 people may adopt a charter which, with respect to all local and municipal matters, supersedes any law of the State in conflict with the charter. Except insofar as State law is so superseded by the charter or by ordinance adopted in accordance with the charter, State law continues to apply to such cities and towns.

PROPERTY ASSESSMENT AND PROPERTY TAX LEVIES AND COLLECTIONS

Property Assessment

State statutes provide procedures for the valuation of property for assessment purposes. The assessed value of real property for tax purposes is computed using statutory actual values (which differ from market values) as determined from manuals and data supplied by the State Property Tax Administrator. The following schedule sets forth the State property appraisal method for assessment years 2009 through 2018.

Collection Year	Assessment Year	Value Calculated As of	Based on the Market Period
2010	2009	July 1, 2008	January 1, 2007 to June 30, 2008
2011	2010	July 1, 2008	January 1, 2007 to June 30, 2008
2012	2011	July 1, 2010	January 1, 2009 to June 30, 2010
2013	2012	July 1, 2010	January 1, 2009 to June 30, 2010
2014	2013	July 1, 2012	January 1, 2011 to June 30, 2012
2015	2014	July 1, 2012	January 1, 2011 to June 30, 2012
2016	2015	July 1, 2014	January 1, 2013 to June 30, 2014
2017	2016	July 1, 2014	January 1, 2013 to June 30, 2014
2018	2017	July 1, 2016	January 1, 2015 to June 30, 2016
2019	2018	July 1, 2016	January 1, 2015 to June 30, 2016

As of January 1, 1985, the State General Assembly was required to determine the percentage of the aggregate Statewide valuation for assessment that is attributable to residential real property. For each subsequent year, the General Assembly was and is required to redetermine the percentage of the aggregate Statewide valuation for assessment that is attributable to each class of taxable property, after adding any increased valuation for assessment attributable to new construction and increased oil and gas production. For each year in which there is a change in the level of value, the General Assembly is required to adjust the assessed valuation ratio for residential real property as necessary to maintain the previous year's percentage of aggregate Statewide valuation attributable to residential real property. From 1994 to 2003, the residential assessment rate was adjusted downward from 12.86 percent to 7.96 percent, and it has remained at 7.96 percent. In December 2014, the Colorado Legislative Council (the research division of the Colorado General Assembly) projected that the residential assessment rate will remain at 7.96% through levy year 2016 unless voters approve an increase. This projection is only an estimate, however, and is subject to change. All other taxable property (with certain specified exceptions) has had an assessed valuation ratio throughout these tax years of 29% of statutory actual value.

Property Tax Levies and Collections

Property taxes are levied on November 15 and are due and attach as a lien on property the following January 1. Taxes levied in one year are payable in the succeeding year. The County collects such taxes and pays the same to each district. At the option of the taxpayer, property taxes are payable in full by the last day of April or in two equal installments due and payable on the last day of February and the fifteenth day of June.

Delinquent property taxes draw interest as follows. If the first installment is not paid by the last day of February, penalty interest accrues at the rate of one percent per month from the first day of March until the date of payment. If the second installment is not paid by the fifteenth day of June, delinquent interest on the second installment accrues at the rate of one percent per month from the sixteenth day of June until the date of payment. If the entire amount due is paid by the last day of April, no penalty interest accrues on any portion of the taxes. The county treasurer is empowered to sell property upon which levied taxes remain unpaid at public auction, after due process of law. All property not sold to buyers at the public auction is purchased by the county. The property may be redeemed by the original owner at any time up to three years after the public auction by payment of all unpaid taxes, penalties, interest and certain costs. If the property is not so redeemed, the county treasurer may issue a tax deed to the purchaser of the property.

GOVERNMENTAL IMMUNITY

The Colorado Governmental Immunity Act, article 10 of title 24, Colorado Revised Statutes, as amended (the "Immunity Act"), provides, in part, that public entities are immune from liability in all claims for injury which lie in tort or could lie in tort (regardless of the type of action or the form of relief chosen by the claimant), except to the extent specifically excluded by the Immunity Act. These exclusions include claims resulting from: (a) the operation, by a public employee during the course of his or her employment, of a motor vehicle which is owned or leased by a public entity; (b) the operation by a public entity of a public hospital, correctional facility or jail; (c) a dangerous condition of a public building or public facility operated by a public entity, including a public water, gas, sanitation, electrical, power or swimming facility; (d) a dangerous condition of a public highway, road or street which physically interferes with the movement of traffic, a dangerous condition caused by a failure to realign traffic signs turned without authorization in a manner which reassigns the right-of-way on intersecting public highways, roads or streets or by a failure to repair traffic control signals on which conflicting directions are displayed or a dangerous condition caused by an accumulation of snow and ice which interferes with access to public buildings when a public entity has actual notice of such condition, has a reasonable time to act and fails to use existing means available to it for removal or mitigation; or (e) the operation and maintenance by a public entity of any public water, gas, sanitation, electrical, power or swimming facility. The Immunity Act defines "dangerous condition" as a physical condition or use which constitutes an unreasonable risk to the health or safety of the public which is known to exist and which is proximately caused by the negligent act or omission of the public entity. The maximum amount that may be recovered in any single occurrence on a claim based on one of the exclusions of the Immunity Act is limited to \$350,000 for injury to one person in a single occurrence and \$990,000 for an injury to two or more persons in a single occurrence, except that no person may recover in excess of \$350,000. These maximums are to be adjusted by the Colorado Secretary of State every four years beginning January 1, 2018, based upon the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index. The Immunity Act also specifies the sources from which judgments against public entities may be collected and provides that public entities are not liable either directly or by indemnification for punitive or exemplary damages or for damages for outrageous conduct, except as may be otherwise determined by a public entity pursuant to the Immunity Act. Pursuant to the Immunity Act, a public entity may

prospectively waive its immunity. The Immunity Act may be changed through amendment by the State General Assembly at any time.

Aside from liability for certain tortious actions, as described above, each of the governmental agencies may also be subject to civil liability for actions under various federal or State laws. Examples of potential federal civil liability include suits filed pursuant to 42 U.S.C. § 1983 alleging the deprivation of federal constitutional or statutory rights of an individual, and suits alleging anti-competitive practices and violation of antitrust laws except in the exercise of its delegated powers. Examples of potential civil liability under State laws include actions related to contractual obligations, such as employment contracts, capital construction contracts and lease contracts, and actions alleging inverse condemnation.

GENERAL STATE ECONOMIC CONDITIONS

Following is a brief summary of certain information concerning economic and demographic conditions in the State. It is not a complete or comprehensive discussion and may not be indicative of the economic condition of the governmental agencies or any particular projects financed by the governmental agencies.

The information presented was obtained from the sources indicated, and the Authority does not guarantee or make any representations as to the accuracy or completeness of the data.

General

Colorado is the most populous state in the Rocky Mountain region. It is bordered by Kansas and Nebraska to the east, Nebraska and Wyoming to the north, New Mexico and Oklahoma to the south and Utah to the West. The State has four distinct geographic and economic areas. The eastern half of the State consists of the eastern plain, which is flat, open and largely devoted to farming, and the Front Range, which contains the major metropolises. The western half of the State contains the Rocky Mountains and the Western Slope. A significant portion of the land in the western half of the State is heavily forested and mountainous and is owned by the federal government and devoted to national parks and forests.

The State's population and wealth are concentrated in the Front Range, principally in two major metropolitan areas: Denver and Colorado Springs. Denver, the state capital, is the major economic center in the State and the Rocky Mountain region, having developed as a regional center for transportation, communication and finance. In the last decade, the Front Range area has attracted an increasing number of developing "high technology" industries.

Economic Data

Set forth below are tables of economic data of various types, derived from the sources indicated.

**TABLE B-1
History and Forecast for Key Colorado Economic Variables
Calendar Years 2010-2017**

	Actual					December 2015 Forecast		
	2010	2011	2012	2013	2014	2015	2016	2017
Income								
Personal Income (Billions) ⁽¹⁾	\$211.4	\$227.1	\$240.9	\$246.4	\$261.7	\$274.3	\$288.8	\$304.4
Change	2.4%	7.4%	6.1%	2.3%	6.2%	4.8%	5.3%	5.4%
Wage and Salary Income (Billions)	\$113.8	\$118.6	\$125.0	\$129.5	\$138.7	\$145.3	\$153.3	\$161.9
Change	1.3%	4.2%	5.4%	3.6%	7.1%	4.8%	5.5%	5.6%
Per-Capita Income (\$/person) ⁽¹⁾	\$41,877	\$44,349	\$46,402	\$46,746	\$48,869	\$50,294	\$52,031	\$53,889
Change	0.9%	5.9%	4.6%	0.7%	4.5%	2.9%	3.5%	3.6%
Population & Employment								
Population (Thousands)	5,048.6	5,119.7	5,191.7	5,272.1	5,355.9	5,453.9	5,551.2	5,649.3
Change	1.5%	1.4%	1.4%	1.5%	1.6%	1.8%	1.8%	1.8%
Net Migration (Thousands)	37.5	36.0	39.8	47.9	50.8	68.8	63.4	63.8
Unemployment Rate	8.7%	8.3%	7.8%	6.8%	5.0%	4.1%	3.8%	3.9%
Total Nonagricultural Employment (Thousands) ⁽²⁾	2,222.3	2,258.6	2,313.0	2,381.9	2,463.7	2,532.7	2,599.5	2,667.1
Change	-1.0%	1.6%	2.4%	3.0%	3.4%	2.8%	2.6%	2.6%
Construction Variables								
Total Housing Permits Issued (Thousands)	11.6	13.5	23.3	27.5	28.7	31.0	37.9	41.3
Change	23.9%	16.5%	72.6%	18.1%	4.2%	7.9%	22.3%	9.1%
Nonresidential Construction Value (Millions) ⁽³⁾	\$3,146.7	\$3,516.2	\$3,112.3	\$3,614.0	\$4,306.8	\$4,543.7	\$4,659.1	\$4,801.0
Change	-6.2%	11.7%	-11.5%	16.1%	19.2%	5.5%	2.5%	3.0%
Prices & Sales Variables								
Retail Trade (Billions) ⁽⁴⁾	\$70.5	\$75.9	\$80.2	\$84.1	\$90.3	\$94.2	\$99.4	\$105.1
Change	6.0%	7.7%	5.7%	4.8%	7.4%	4.3%	5.5%	5.8%
Denver-Boulder-Greeley Consumer Price Index (1982-84=100)	212.4	220.3	224.6	230.8	237.2	240.8	246.8	252.7
Change	1.9%	3.7%	1.9%	2.8%	2.8%	1.5%	2.5%	2.4%

⁽¹⁾ Personal Income as reported by the federal Bureau of Economic Analysis includes: wage and salary disbursements, supplements to wages and salaries, proprietors' income with inventory and capital consumption adjustments, rental income of persons with capital consumption adjustments, personal dividend income, personal interest income, and personal current transfer receipts, less contributions from government social insurance.

⁽²⁾ Includes OSPB's estimates of forthcoming revisions to jobs data that are currently not published. The jobs figures will be benchmarked based on Quarterly Census of Employment and Wage data to more accurately reflect the number of jobs in the state than what was estimated based on a survey of employers.

⁽³⁾ Nonresidential Construction Value is reported by Dodge Analytics (McGraw-Hill Construction) and includes new construction, additions, and major remodeling projects predominately at commercial and manufacturing facilities, educational institutions, medical and government buildings. Nonresidential does not include non-building projects (such as streets, highways, bridges and utilities).

⁽⁴⁾ Retail Trade includes motor vehicles and automobile parts, furniture and home furnishings, electronics and appliances, building materials, sales at food and beverage stores, health and personal care, sales at convenience stores and service stations, clothing, sporting goods/books/music, and general merchandise found at warehouse stores and internet purchases. In addition, the above dollar amounts include sales from food and drink vendors (bars and restaurants).

Source: State of Colorado Office of State Planning and Budgeting (OSPB), *The Colorado Economic Outlook – Economic and Fiscal Review*, published on December 21, 2015.

TABLE B-2**Average Number of Employees Within Selected Industries in the State
Subject to State Unemployment Laws – NAICS Classifications**

The following table sets forth the average number of individuals employed within selected industries in the State for the period 2010 through 2014 based on the North American Industrial Classification System ("NAICS") codes.

<u>Industry</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Accommodation and Food Services	218,803	226,473	233,494	242,682	251,588
Administrative and Waste Services	133,600	137,408	145,473	148,839	154,206
Agriculture, Forestry, Fishing & Hunting	13,706	14,050	14,549	14,386	14,981
Arts, Entertainment, and Recreation	50,039	51,071	52,551	53,041	54,841
Construction	118,359	115,440	118,959	130,804	145,321
Educational Services	196,504	197,054	199,443	203,010	207,676
Finance and Insurance	99,567	98,567	100,263	103,636	104,122
Health Care and Social Assistance	260,191	268,826	276,450	286,210	297,491
Information	74,242	74,517	72,344	72,419	72,590
Management of Companies and Enterprises	28,818	29,914	31,761	34,591	35,406
Manufacturing	125,872	129,545	132,341	133,046	136,574
Mining	24,233	27,790	30,226	30,434	33,848
Other Services, Ex. Public Admin	66,042	66,835	68,651	70,201	73,102
Professional and Technical Services	168,647	174,046	179,839	190,478	198,144
Public Administration	141,872	140,269	140,412	140,641	141,476
Real Estate and Rental and Leasing	42,294	42,156	42,869	43,785	45,429
Retail Trade	238,008	241,242	244,948	250,359	256,036
Transportation and Warehousing	70,909	71,256	73,090	75,523	78,365
Unclassified	435	493	745	1,389	2,783
Utilities	14,074	13,934	13,869	13,677	13,964
Wholesale Trade	<u>90,853</u>	<u>92,192</u>	<u>94,262</u>	<u>96,636</u>	<u>99,825</u>
Total	<u>2,177,069</u>	<u>2,213,075</u>	<u>2,266,539</u>	<u>2,335,786</u>	<u>2,417,769</u>

Sources: Colorado Department of Labor and Employment, Labor Market Information

**TABLE B-3
Population Trends**

<u>Year</u>	<u>Colorado (000's)</u>	<u>Percent Change</u>	<u>U. S. (000's)</u>	<u>Percent Change</u>
1950	1,325	--	151,326	--
1960	1,754	32.38%	179,323	18.50%
1970	2,210	26.00%	203,302	13.37%
1980	2,890	30.77%	226,542	11.43%
1990	3,294	13.98%	248,710	9.79%
2000	4,302	30.57%	281,422	13.15%
2010	5,029	16.92%	308,746	9.7%

Sources: U. S. Department of Commerce, Bureau of the Census and the Colorado Department of Local Affairs

[Remainder of this page intentionally left blank]

Set forth in the following table is a list of the estimated largest private sector employers in Colorado in 2014. No independent investigation has been made of and no representation is made herein as to the financial condition of the employers listed below or the likelihood that such employers will maintain their status as major employers in the State. It is possible that there are other large employers in the State that are not included in the table.

TABLE B-4
Estimated Largest Private Sector Employers in Colorado – as of December 31, 2014 ⁽¹⁾

<u>Employer</u>	<u>Type of Business</u>	<u>Estimated Employees</u>
Wal-Mart Stores Inc.	Discount Stores	25,120
Centura Health	Health Care	13,232
University of Colorado Health	Health Care	12,126
HCA-HealthOne LLC	Health Care	10,100
SCL Health	Health Care	8,428
Kaiser Foundation Health Plan of Colorado	Health Care	7,000
Comcast Corp.	Global Media and Technology	6,500
Wells Fargo	Banking/Financial Services	6,000
CenturyLink Inc.	Telecommunications	5,813
King Soopers Inc.	Grocery Stores	5,085
UPS	Delivery Services	4,833
Children's Hospital Colorado	Hospital	4,638
FedEx Corp.	Delivery Services	4,300
DISH Network Corp.	Broadcasting and Cable TV	4,100
Xcel Energy	Utility Provider	3,758
University of Denver	Higher Education	3,754
Ball Corp.	Containers/Packaging	3,184
Lowe's	Home Improvement Stores	3,149
Great-West Financial / Empower Retirement	Employer Sponsored Retirement and Savings Plans	2,670
U.S. Bank	Financial Services Company	2,529
MillerCoors	Brewery	2,300
Anthem Blue Cross and Blue Shield	Health Insurance	2,091
FirstBank Holding Co.	Banking and Finance	2,082
AT&T Services	Telecommunications	2,039
CH2M Hill	Engineering Firm	2,000

⁽¹⁾ Safeway, Inc. and Frontier Airlines, ranked nos. 17 and 18, respectively, on last year's list, did not provide information for this year's list.

Source: The Denver Business Journal Book of Lists 2014-2015 (December 25-31, 2015), p. 52 (Denver-Area Private-Sector Employers).

Set forth in the following table are the estimated largest public sector employers in Colorado in 2014. No independent investigation has been made of and no representation is made herein as to the financial condition of the employers listed below or the likelihood that such employers will maintain their status as major employers in the State. It is possible that there are other large employers in the State that are not included in the table.

TABLE B-5

Estimated Largest Public Sector Employers in Colorado – as of December 31, 2014

<u>Employer</u>	<u>Estimated Employees</u>
U.S. Government	39,902 ⁽¹⁾
State of Colorado	31,469
University of Colorado System	19,634
Denver Public Schools	14,792
City and County of Denver	11,682
Jefferson County Public Schools	11,372 ⁽²⁾
Cherry Creek School District No. 5	7,767
Douglas County School District	7,000 ⁽²⁾
Aurora Public School	6,094
Denver Health	6,056
Adams 12 Five Star Schools	5,233
Boulder Valley School District RE-2	4,383
City of Aurora	3,897
St. Vrain Valley School District	3,520
Jefferson County	2,799
Regional Transportation District (RTD)	2,664
Boulder County	2,400
Metropolitan State University of Denver	2,340
Arapahoe County	2,011
Littleton Public Schools	1,980 ⁽²⁾
Adams County	1,969
Brighton School District 27J	1,581 ⁽²⁾
Front Range Community College	1,459
City of Boulder	1,442
Adams County School District No. 50 / Westminster	1,176 ⁽²⁾

⁽¹⁾ As of September 2014.

⁽²⁾ Information from the Colorado Department of Education for 2013-2014.

Source: The Denver Business Journal Book of Lists 2014-2015 (December 25-31, 2015), p. 67 (Denver-Area Public-Sector Employers).

APPENDIX C

FORM OF BOND COUNSEL OPINION

(Date of Closing)

Colorado Water Resources and
Power Development Authority
1580 Logan Street, Suite 620
Denver, Colorado 80203

Board Members:

We have examined a record of proceedings relating to the issuance of \$_____ aggregate principal amount of Clean Water Revenue Bonds, 2016 Series A (the "Bonds") of the Colorado Water Resources and Power Development Authority (the "Authority"), a body corporate and political subdivision of the State of Colorado.

The Bonds are issued under and pursuant to the "Colorado Water Resources and Power Development Authority Act", being Section 37-95-101 et seq. of the Colorado Revised Statutes, as amended (the "Act"). The Bonds are issued under and pursuant to a resolution of the Authority adopted on April 22, 2016 entitled "Water Pollution Control Revolving Fund 2016 Series A Revenue Bond Resolution" (the "April 22 Resolution") and a Details Certificate executed by the Executive Director of the Authority pursuant to the April 22 Resolution on June __, 2016 (the April 22 Resolution, together with said Details Certificate, the "Resolution").

The Bonds will mature on September 1 in the years and in the principal amounts, and will bear interest at the respective rates per annum, shown below:

<u>Year</u>	<u>Amount Maturing</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount Maturing</u>	<u>Interest Rate</u>
2016	\$	%	2028	\$	%
2017			2029		
2018			2030		
2019			2031		
2020			2032		
2021			2033		
2022			2034		
2023			2035		
2024			2036		
2025			2037		
2026			2038		
2027					

The Bonds are dated, and shall bear interest from their date of delivery, except as otherwise provided in the Resolution. Interest on the Bonds is payable on March 1 and September 1 in each year, commencing September 1, 2016. The Bonds are in fully registered form without interest coupons in the denominations of \$5,000 or any integral multiple of \$5,000. The Bonds are lettered and

numbered from one upward in order of maturities preceded by the letter "R" and such other letter as determined by the Trustee (as defined in the Resolution) prefixed to the number.

The Bonds will be subject to redemption in the manner and upon the terms set forth in the Resolution.

The Bonds are issued for the principal purpose of funding loans (the "Loans") to the municipal borrowers described in the Resolution (the "Governmental Agencies") to finance and refinance certain costs relating to wastewater treatment or stormwater facilities. The Authority and the respective Governmental Agencies have entered into respective loan agreements (the "Loan Agreements"), dated as of May 1, 2016, by and between the Authority and said Governmental Agencies, whereby the Authority has agreed to loan the respective Governmental Agencies certain of the proceeds of the Bonds. The loan repayments due under the Loan Agreements defined in the Resolution are pledged as security for the Bonds related to such Loan Agreement. Pursuant to the Loan Agreements, the respective Governmental Agencies have issued their respective bonds to the Authority to evidence the respective Loans from the Authority (the "Governmental Agency Bonds"). In order to further secure the payment of the principal and interest on the Bonds, the Authority has covenanted pursuant to the Resolution to transfer to the Trustee amounts under the Drinking Water Trust Agreement and the Clean Water Trust Agreement (as such terms are defined in the Resolution) upon the terms and conditions contained in such Agreements.

We are of the opinion that:

1. The Authority is a body corporate and political subdivision of the State of Colorado and is duly created and validly existing under the provision of the Act.

2. The Authority has the right and power under the Act to adopt the Resolution, and the Resolution has been duly and lawfully adopted by the Authority, is in full force and effect and constitutes a valid and binding obligation of the Authority enforceable in accordance with its terms, and no other authorization of the Resolution is required. The Resolution creates the legal and valid pledge which it purports to create of the Trust Estate (as defined in the Resolution) subject only to the provisions of the resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution.

3. The Authority is duly authorized and entitled to issue the Bonds, and the Bonds have been duly and validly authorized and issued by the Authority in accordance with the Constitution and statutes of the State of Colorado, including the Act and the Resolution, and constitute the valid and binding obligations of the Authority as provided in the Resolution, enforceable in accordance with their terms and the terms of the Resolution and entitled to the benefits of the Act and the Resolution. The Bonds are special obligations of the Authority payable from and secured by a pledge of the Trust Estate as provided under the Resolution authorizing the related series of the Bonds. Neither the State of Colorado nor any political subdivision thereof other than the Authority is obligated to pay the principal or redemption price of or interest on the Bonds, and neither the full faith and credit nor the taxing power of the State of Colorado or any political subdivision thereof is pledged to payment of the principal, redemption price of or interest on, the Bonds.

4. The Authority has the right and power under the Act to enter into each Loan Agreement, the Clean Water Trust Agreement and the Drinking Water Trust Agreement, and each Loan Agreement, the Clean Water Trust Agreement and the Drinking Water Trust Agreement has been duly and lawfully authorized and executed by the Authority, is in full force and effect and each is valid and binding upon the Authority and enforceable in accordance with its terms, and no other authorization of

the Loan Agreements, the Clean Water Trust Agreement and the Drinking Water Trust Agreement is required.

5. Under existing statutes, regulations, rulings and court decisions interest on the Bonds is excluded pursuant to section 103(a) of the Internal Revenue Code of 1986 (the "Code") from the gross income of the owners thereof for federal income tax purposes. It is our further opinion that under existing law the Bonds are not "specified private activity bonds" within the meaning of section 57(a)(5) of the Code and, therefore, that interest on the Bonds is not treated as an item of tax preference for purposes of computing the alternative minimum tax imposed by section 55 of the Code. Receipt or accrual of interest on Bonds owned by a corporation may affect the computation of the alternative minimum taxable income of that corporation. A corporation's alternative minimum taxable income is the basis on which the alternative minimum tax is computed.

6. Under existing laws of the State of Colorado, interest on the Bonds, and any gain on the sale thereof, is exempt from Colorado income taxes.

The Authority, in the Bond Resolution and in the *Tax Certificate Pertaining to Arbitrage and Other Matters under Sections 103 and 141-150 of the Internal Revenue Code of 1986*, delivered by the Authority in connection with the issuance of the Bonds, and each of the Governmental Agencies, in its respective Loan Agreement, has made representations relevant to the determination of, and has made certain covenants regarding or affecting, the exclusion of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes. In reaching our opinions described above, we have assumed that each such representation is accurate, and that the Authority and each Governmental Agency will keep its covenants.

We have not undertaken to advise in the future whether any event after the date of issuance of the Bonds may affect the tax status of interest on the Bonds or the tax consequences of the ownership of the Bonds. Existing law may change to reduce or eliminate the benefit to bondholders of the exemption of interest on the Bonds from personal income taxation by the State of Colorado or of the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes. Any proposed legislation or administrative action, whether or not taken, could also affect the value and marketability of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed or future changes in tax law.

Except as stated in paragraphs 5 and 6 above, we express no opinion as to any federal or state tax consequence of the ownership of, receipt of interest on, or disposition of the Bonds. Furthermore, we express no opinion as to any federal, state or local tax consequence with respect to the Bonds, or interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of counsel other than us.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service; rather, such opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

The opinions contained in paragraphs 2, 3 and 4 above are qualified to the extent that the enforceability of the Resolution, the Bonds, the Loan Agreements, the Clean Water Trust Agreement and the Drinking Water Trust Agreement, respectively, may be limited as to the effect of, or for restrictions or

limitations imposed by or resulting from, bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors' rights generally and judicial discretion and the valid exercise of the sovereign police powers of the State of Colorado and of the constitutional powers of the United States of America and no opinion is being rendered as to the availability of any particular remedy therefor.

In connection with the delivery of this opinion, we are not passing upon and have assumed the due authorization, execution, delivery and enforceability of the Loan Agreements, the Governmental Agency Bonds, the Clean Water Trust Agreement and the Drinking Water Trust Agreement by the respective parties thereto other than the Authority.

We have examined a copy of an executed Bond and, in our opinion, the form of such Bond and its execution are regular and proper.

Very truly yours,

/s/ Norton Rose Fulbright US LLP

APPENDIX D

**INFORMATION REGARDING OUTSTANDING BONDS, LOANS
AND DIRECT LOANS UNDER THE WATER POLLUTION CONTROL AND
DRINKING WATER REVOLVING FUND PROGRAMS**

(THIS PAGE INTENTIONALLY LEFT BLANK)

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY
Clean Water Revenue Bonds
and
Drinking Water Revenue Bonds

Summary of Borrowers
by Series
As of March 1, 2016

Borrowers	CWR&PDA Issue	Program	Security Pledge	Remaining Bond/Loan Principal	Remaining Equity Principal	Remaining State Match	Total Remaining Funds Available	Loan Term
Water Pollution Control Revolving Fund Program								
2015 Series A								
La Junta (City of), Colorado, acting by and through its wastewater enterprise	2015 Series A	WPCRF	wastewater revenues	4,365,000	8,959,595	-	13,324,595	2037
Louisville (City of), Colorado	2015 Series A	WPCRF	water, stormwater and wastewater revenues	11,215,000	20,236,348	-	31,451,348	2035
				15,580,000	29,195,943	-	44,775,943	
2014 Series A								
Pueblo, City of, Colorado, Acting by and Through its Sewer Enterprise	2014 Series A	WPCRF	wastewater revenues	1,365,000	2,335,782	463,942	4,164,724	2035
South Adams County Water and Sanitation District, acting by and through the South Adams County Water and Sanitation District Activity Enterprise	2014 Series A	WPCRF	water and wastewater revenues	7,690,000	12,071,886	2,412,172	22,174,058	2036
				9,055,000	14,407,668	2,876,114	26,338,782	
2011 Series A								
Fountain Sanitation District, acting by and through its Jimmy Camp Creek Basin Wastewater Enterprise	2011 Series A	WPCRF	wastewater revenues	4,870,000	-	831,310	5,701,310	2032
Nederland (Town of), Colorado	2011 Series A	WPCRF	wastewater revenues and sales tax revenues	1,390,000	-	237,412	1,627,412	2032
Pueblo West Metropolitan District, acting by and through the Pueblo West Water Enterprise and the Pueblo West Wastewater Enterprise	2011 Series A	WPCRF	water and wastewater revenues	3,715,000	-	633,779	4,348,779	2032
Windsor (Town of), Colorado, acting by and through its Sewer Utilities Enterprise	2011 Series A	WPCRF	wastewater revenues	2,010,000	-	380,896	2,390,896	2027
				11,985,000	-	2,083,396	14,068,396	
2010 Series B								
Boxelder Sanitation District, acting by and through its Water Activity Enterprise	2010 Series B	WPCRF	wastewater revenues	9,075,000	-	-	9,075,000	2032
Brush (City of), acting by and through its Wastewater Activity Enterprise	2010 Series B	WPCRF	wastewater revenues	7,840,000	-	-	7,840,000	2031
				16,915,000	-	-	16,915,000	
2010 Series A								
Fruita (City of), Colorado, acting by and through its Sewer Fund Enterprise	2010 Series A	WPCRF	wastewater revenues	19,280,000	-	-	19,280,000	2032
Glenwood Springs (City of), Colorado, acting by and through its Utility Enterprise	2010 Series A	WPCRF	water and wastewater revenues	24,600,000	-	1,353,000	25,953,000	2032
Pueblo (City of), Colorado, acting by and through its Sewer Enterprise	2010 Series A	WPCRF	wastewater revenues	17,470,000	-	1,108,866	18,578,866	2030
				61,350,000	-	2,461,866	63,811,866	
2008 Series A								
Elizabeth (Town of), Colorado	2008 Series A	WPCRF	sales & use taxes	3,375,000	-	304,088	3,679,088	2029
New Castle (Town of), Colorado, acting by and through its Town of New Castle Water and Sewer Enterprise	2008 Series A	WPCRF	water and wastewater revenues	5,495,000	-	479,714	5,974,714	2030
				8,870,000	-	783,803	9,653,803	
2007 Series A								
Bayfield (Town of), Colorado, acting by and through its Town of Bayfield Sewer Enterprise	2007 Series A	WPCRF	wastewater revenues	3,550,000	-	-	3,550,000	2028
Eagle, Town of, acting by and through its Wastewater Enterprise	2007 Series A	WPCRF	wastewater revenues	8,425,000	-	694,220	9,119,220	2028
Mead (Town of), acting by and through its Wastewater Activity Enterprise	2007 Series A	WPCRF	wastewater revenues	2,060,000	-	-	2,060,000	2028
Rifle (City of), acting by and through its Sewer Enterprise	2007 Series A	WPCRF	wastewater revenues	12,170,000	-	657,964	12,827,964	2028
				26,205,000	-	1,352,184	27,557,184	
2006 Series B								
Cherokee Metropolitan District, acting by and through its Water and Wastewater Activity Enterprise	2006 Series B	WPCRF	water and wastewater revenues	8,970,000	-	666,472	9,636,472	2027
				8,970,000	-	666,472	9,636,472	
2006 Series A								
Clifton Sanitation District No. 2, acting by and through its sanitary Sewer Activity Enterprise	2006 Series A	WPCRF	wastewater revenues	6,295,000	-	-	6,295,000	2027
Donala Water and Sanitation District, acting by and through its Gleneagle Enterprise	2006 Series A	WPCRF	water and wastewater revenues	2,890,000	-	243,916	3,133,916	2027
Granby Sanitation District, acting by and through its Water Activity Enterprise	2006 Series A	WPCRF	wastewater revenues	2,815,000	-	248,846	3,063,846	2027
				12,000,000	-	492,762	12,492,762	
2005 Series B								
Glendale (City of), Colorado, acting by and through its Wastewater Enterprise	2005 Series B	WPCRF	wastewater revenues	5,490,000	-	504,532	5,994,532	2027
Upper Blue Sanitation District, acting by and through the Breckenridge Sanitation District Wastewater Activity Enterprise*	2005 Series B	WPCRF	wastewater revenues	4,720,000	-	-	4,720,000	2026
				10,210,000	-	504,532	10,714,532	

* This loan was prepaid in its entirety on the date the 2016 Clean Water Refunding Bonds were issued.

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY
Clean Water Revenue Bonds
and
Drinking Water Revenue Bonds

Summary of Borrowers
by Series
As of March 1, 2016

Borrowers	CWR&PDA Issue	Program	Security Pledge	Remaining Bond/Loan Principal	Remaining Equity Principal	Remaining State Match	Total Remaining Funds Available	Loan Term
2005 Series A								
Denver Southeast Suburban Water and Sanitation District, acting by and through its Water and Wastewater Utility Enterprise	2005 Series A	WPCRF	water and wastewater revenues	2,890,000	-	-	2,890,000	2026
Eaton (Town of), Colorado, acting by and through its Sewer Fund Enterprise	2005 Series A	WPCRF	wastewater revenues	2,905,000	-	265,808	3,170,808	2027
Plum Creek Wastewater Authority	2005 Series A	WPCRF	wastewater revenues	900,000	-	-	900,000	2026
Roxborough Park Metropolitan District	2005 Series A	WPCRF	general obligation	5,785,000	-	-	5,785,000	2026
Westminster (City of), Colorado acting by and through the City of Westminster, Colorado Water and Wastewater Utility Enterprise	2005 Series A	WPCRF	water and wastewater revenues	8,835,000	-	-	8,835,000	2025
				21,315,000	-	265,808	21,580,808	
2004 Series A								
Englewood (City of), Colorado, acting by and through its Sewer Utility Enterprise	2004 Series A	WPCRF	wastewater revenues	20,025,000	9,677,070	1,935,414	31,637,484	2025
Littleton (City of), Colorado, acting by and through the City of Littleton, Colorado Sewer Utility Enterprise	2004 Series A	WPCRF	wastewater revenues	19,045,000	9,672,915	1,934,583	30,652,498	2025
				39,070,000	19,349,985	3,869,997	62,289,982	
2003 Series A								
Colorado City Metropolitan District, acting in the capacity of its Wastewater Enterprise	2003 Series A	WPCRF	wastewater revenues	435,000	394,240	78,848	908,088	2024
Milliken (Town of), Colorado, acting by and through its Wastewater Enterprise	2003 Series A	WPCRF	wastewater revenues	1,580,000	1,296,420	259,284	3,135,704	2024
Pueblo (City of), Colorado, acting by and through its Sewer Enterprise	2003 Series A	WPCRF	wastewater revenues	1,935,000	1,783,802	356,760	4,075,562	2024
				3,950,000	3,474,462	694,893	8,119,355	
2002 Series B								
Denver Southeast Suburban Water and Sanitation District, acting by and through its Water and Wastewater Utility Enterprise	2002 Series B	WPCRF	water and wastewater revenues	1,545,000	1,469,814	-	3,014,814	2023
Parker Water and Sanitation District, acting by and through its Water Activity Enterprise and its Sanitary Sewer Activity Enterprise	2002 Series B	WPCRF	water and wastewater revenues	6,185,000	4,314,240	862,848	11,362,088	2025
Plum Creek Wastewater Authority	2002 Series B	WPCRF	wastewater revenues	775,000	681,384	-	1,456,384	2023
				8,505,000	6,465,438	862,848	15,833,286	
2002 Series A								
Mesa County, Colorado	2002 Series A	WPCRF	wastewater revenues	2,480,000	1,897,470	-	4,377,470	2024
South Adams County Water and Sanitation District, acting by and through the South Adams County Water and Sanitation District Activity Enterprise	2002 Series A	WPCRF	water and wastewater revenues	1,760,000	1,504,530	-	3,264,530	2022
Wellington (Town of), Colorado, acting by and through the Town of Wellington, Colorado Sewer Enterprise	2002 Series A	WPCRF	wastewater revenues	1,085,000	785,481	157,096	2,027,577	2022
				5,325,000	4,187,481	157,096	9,669,577	
2001 Series A								
Cortez Sanitation District	2001 Series A	WPCRF	general obligation	3,010,000	-	-	3,010,000	2020
Fort Collins (City of), Colorado, acting by and through the City of Fort Collins, Colorado, Stormwater Utility Enterprise	2001 Series A	WPCRF	stormwater revenues	3,240,000	-	-	3,240,000	2021
Lafayette (City of), Colorado, acting by and through its Water Reclamation Fund Enterprise	2001 Series A	WPCRF	water and wastewater revenue	2,740,000	-	228,460	2,968,460	2021
Mt. Crested Butte Water and Sanitation District	2001 Series A	WPCRF	general obligation	1,570,000	-	139,299	1,709,299	2021
Parker Water and Sanitation District, acting by and through its Water Activity Enterprise and its Sanitary Sewer Activity Enterprise	2001 Series A	WPCRF	water and wastewater revenue	1,525,000	-	124,488	1,649,488	2021
Plum Creek Wastewater Authority	2001 Series A	WPCRF	wastewater revenues	8,850,000	-	-	8,850,000	2021
Steamboat Springs (City of), Colorado	2001 Series A	WPCRF	water and wastewater revenue	1,790,000	-	168,358	1,958,358	2021
				22,725,000	-	660,605	23,385,605	
2000 Series A								
Parker Water and Sanitation District, acting by and through its Water Activity and its Sanitary Sewer Activity Enterprise*	2000 Series A	WPCRF	water and wastewater revenue	3,525,000	-	221,116	3,746,116	2020
Summit County acting by and through the Snake River Wastewater Utility Enterprise*	2000 Series A	WPCRF	wastewater revenue	4,900,000	-	334,628	5,234,628	2020
Three Lakes Water & Sanitation District	2000 Series A	WPCRF	general obligation	1,605,000	-	98,988	1,703,988	2019
				10,030,000	-	654,732	10,684,732	
1999 Series A								
Fremont Sanitation District, acting by and through its Wastewater Enterprise	1999 Series A	WPCRF	wastewater revenue	1,820,000	-	147,100	1,967,100	2019
Grand County Water and Sanitation District No. 1, Grand County, Colorado	1999 Series A	WPCRF	general obligation	690,000	-	57,533	747,533	2018
Steamboat Springs (City of), Colorado, acting by and through the City of Steamboat Springs Utilities Fund Enterprise	1999 Series A	WPCRF	water and wastewater revenue	625,000	-	49,623	674,623	2019
				3,135,000	-	254,256	3,389,256	

* These loans were prepaid in their entirety on the date the 2016 Clean Water Refunding Bonds were issued.

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY
Clean Water Revenue Bonds
and
Drinking Water Revenue Bonds

Summary of Borrowers
by Series
As of March 1, 2016

Borrowers	CWR&PDA Issue	Program	Security Pledge	Remaining Bond/Loan Principal	Remaining Equity Principal	Remaining State Match	Total Remaining Funds Available	Loan Term
1998 Series B								
Colorado Springs Utilities (City of), Colorado	1998 Series B	WPCRF	wastewater revenue	7,055,000	-	521,260	7,576,260	2019
				7,055,000	-	521,260	7,576,260	
1998 Series A								
Buena Vista Sanitation District	1998 Series A	WPCRF	wastewater revenue	475,000	-	35,190	510,190	2017
Eagle River Water and Sanitation District, acting by and through its Water Activity Enterprise	1998 Series A	WPCRF	general obligation	1,165,000	-	93,124	1,258,124	2016
Evans (City of), Colorado, acting by and through its Wastewater Utility Enterprise	1998 Series A	WPCRF	wastewater revenue	170,000	-	16,420	186,420	2018
Trinidad (City of), Colorado, acting by and through its Wastewater Enterprise	1998 Series A	WPCRF	wastewater revenue	1,145,000	-	85,250	1,230,250	2018
Westminster (City of), Colorado, acting by and through its Water and Wastewater Utility Enterprise	1998 Series A	WPCRF	water & wastewater revenue	485,000	-	39,832	524,832	2017
				3,440,000	-	269,816	3,709,816	
1997 Series A								
Eagle Town of, Colorado	1997 Series A	WPCRF	general obligation	270,000	-	21,629	291,629	2017
Erie, Town of, Colorado, acting by and through the Erie Wastewater Enterprise	1997 Series A	WPCRF	wastewater revenue	215,000	-	16,083	231,083	2017
Parker Water and Sanitation District, acting by and through the Parker Sewer Enterprise*	1997 Series A	WPCRF	water & wastewater revenue	395,000	-	28,316	423,316	2017
Sterling (City of), Colorado, acting by and through its Sewer Enterprise	1997 Series A	WPCRF	wastewater revenue	170,000	-	11,978	181,978	2016
Upper Blue Sanitation District, acting by and through the Breckenridge Sanitation District Wastewater Activity Enterprise*	1997 Series A	WPCRF	wastewater revenue	985,000	-	71,937	1,056,937	2017
Westminster (City of), Colorado, acting by and through its Water and Wastewater Utility Enterprise	1997 Series A	WPCRF	water & wastewater revenue	1,745,000	-	102,120	1,847,120	2017
				3,780,000	-	252,064	4,032,064	
1996 Series A								
Crested Butte (Town of), Colorado	1996 Series A	WPCRF	general obligation	160,000	-	11,900	171,900	2016
Idaho Springs (City of), Colorado, acting by and through its Water Authority Enterprise	1996 Series A	WPCRF	water & wastewater revenue	95,000	-	6,993	101,993	2016
				255,000	-	18,893	273,893	
* These loans were prepaid in their entirety on the date the 2016 Clean Water Refunding Bonds were issued.								
TOTALS:				309,725,000	77,080,977	19,703,396	406,509,373	
Direct Loans								
2015 Direct Loans								
Ault, Town of (DL#2)	2015 Direct	WPCRF	wastewater revenue	1,991,667				2035
Cedaredge, Town of	2015 Direct	WPCRF	wastewater revenue	975,000				2036
Dinosaur, Town of	2015 Direct	WPCRF	wastewater revenue	97,500				2035
Estes Park Sanitation District (DL#2)	2015 Direct	WPCRF	wastewater revenue	1,273,470				2035
Gilcrest, Town of	2015 Direct	WPCRF	wastewater revenue	1,085,886				2035
Granby, Town of	2015 Direct	WPCRF	wastewater revenue	2,500,000				2035
Hotchkiss, Town of	2015 Direct	WPCRF	wastewater revenue	242,239				2035
La Jara, Town of (DL#2)	2015 Direct	WPCRF	water and wastewater revenue	350,000				2035
La Veta, Town of	2015 Direct	WPCRF	wastewater revenue	117,000				2035
Monte Vista, City of (DL#2)	2015 Direct	WPCRF	wastewater revenue	1,361,697				2035
Pritchett, Town of	2015 Direct	WPCRF	wastewater revenue	179,500				2035
Shadow Mountain Village LID	2015 Direct	WPCRF	special assesment	402,827				2035
Woodland Park, City of	2015 Direct	WPCRF	wastewater revenue	2,000,000				2036
Yampa Valley Housing Authority	2015 Direct	WPCRF	lot rent revenue	598,424				2035
2014 Direct Loans								
Cokedale, Town of (DL #2)	2014 Direct	WPCRF	Water and wastewater revenue	155,684				2034
Estes Park SD	2014 Direct	WPCRF	wastewater revenue	2,872,730				2035
Fowler, Town of	2014 Direct	WPCRF	wastewater revenue	1,330,000				2034
La Veta, Town of	2014 Direct	WPCRF	wastewater revenue	256,500				2034
Larimer County LID (Berthoud Estates)	2014 Direct	WPCRF	special assesment	951,638				2034
Loma Linda SD	2014 Direct	WPCRF	wastewater revenue	875,796				2035
Lyons, Town of	2014 Direct	WPCRF	Water and wastewater revenue	5,062,426				2034
Pagosa Springs GID (DL#4), Town of	2014 Direct	WPCRF	wastewater revenue	1,992,452				2035
Rocky Ford, City of	2014 Direct	WPCRF	wastewater revenue	680,325				2035
Three Lakes WSD	2014 Direct	WPCRF	wastewater revenue	1,993,181				2035
2013 Direct Loans								
Bayfield, Town of	2013 Direct	WPCRF	wastewater revenue	550,165				2033
Fairways MD	2013 Direct	WPCRF	wastewater revenue	1,407,325				2033
Hillcrest W&SD	2013 Direct	WPCRF	wastewater revenue	495,319				2033
Larimer County LID - River Glen	2013 Direct	WPCRF	Special Assessments	1,125,686				2033
Las Animas, City of	2013 Direct	WPCRF	wastewater revenue	118,150				2034
Mansfield Heights W&SD	2013 Direct	WPCRF	wastewater revenue	551,810				2033
Olney Springs, Town of	2013 Direct	WPCRF	wastewater revenue	290,700				2033
South Sheridan WSS&SDD	2013 Direct	WPCRF	wastewater revenue	1,819,722				2034
2012 Direct Loans								
Cherokee Metropolitan District	2012 Direct	WPCRF	water and wastewater revenue	1,987,500				2033
Hayden, Town of	2012 Direct	WPCRF	water and wastewater revenue	555,117				2033
Hot Sulpher Springs, Town of	2012 Direct	WPCRF	wastewater revenue	617,155				2032
Mountain W&SD	2012 Direct	WPCRF	General Obligation	1,750,000				2033
Naturita, Town of	2012 Direct	WPCRF	water and wastewater revenue	104,880				2032
Rocky Ford, City of	2012 Direct	WPCRF	wastewater revenue	1,362,869				2033
Simla, Town of	2012 Direct	WPCRF	wastewater revenue	101,500				2033
South Durango Sanitation District	2012 Direct	WPCRF	wastewater revenue	704,193				2032

Note: A portion of these loans were refunded in 1996 (¹), 2001 (²), 2004 (³), and 2005 (⁴) and a part of the principal reflects the refunding bonds

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY
Clean Water Revenue Bonds
and
Drinking Water Revenue Bonds

Summary of Borrowers
by Series
As of March 1, 2016

Borrowers	CWR&PDA Issue	Program	Security Pledge	Remaining Bond/Loan Principal	Remaining Equity Principal	Remaining State Match	Total Remaining Funds Available	Loan Term
2011 Direct Loans								
Colorado Centre Metropolitan District	2011 Direct	WPCRF	wastewater revenue	1,672,586				2031
Crowley, Town of	2011 Direct	WPCRF	wastewater revenue	1,662,764				2031
Eagle, Town of	2011 Direct	WPCRF	wastewater revenue	1,074,227				2031
Las Animas, City of	2011 Direct	WPCRF	wastewater revenue	260,372				2032
Mancos, Town of	2011 Direct	WPCRF	wastewater revenue	46,795				2031
Nederland, Town of	2011 Direct	WPCRF	wastewater revenues and sales tax revenues	1,650,000				2032
Redstone Water and Sanitation District	2011 Direct	WPCRF	water and wastewater revenue and prop. tax	1,835,762				2032
Silver Plume, Town of	2011 Direct	WPCRF	wastewater revenue	105,684				2031
Tabernash Meadows W&SD	2011 Direct	WPCRF	water and wastewater revenue	292,000				2031
2010 Direct Loans								
Cherry Hills Heights Water and Sanitation District	2010 Direct	WPCRF	property tax revenue	110,638				2020
Cheyenne Wells Sanitation District #1	2010 Direct	WPCRF	wastewater revenue	216,335				2031
Crested Butte, Town of	2010 Direct	WPCRF	water and wastewater revenue	1,171,243				2031
Lamar, City of	2010 Direct	WPCRF	water and wastewater revenue	1,633,603				2031
Larimer County LID 2008-1 (Hidden View Estates)	2010 Direct	WPCRF	special assessment	206,631				2031
Upper Blue Sanitation District	2010 Direct	WPCRF	wastewater revenue	1,506,919				2030
Woodland Park, City of	2010 Direct	WPCRF	wastewater revenue	524,796				2031
2009 Direct Loans								
Boone, Town of	2009 Direct	WPCRF	water and wastewater revenue	241,425				2030
Crested Butte South Metro District	2009 Direct	WPCRF	water and wastewater revenue	1,729,844				2030
Erie, Town of #3	2009 Direct	WPCRF	wastewater revenue	658,605				2030
Evergreen Metropolitan District	2009 Direct	WPCRF	wastewater revenue	1,506,919				2029
Kit Carson, Town of	2009 Direct	WPCRF	water and wastewater revenue	187,775				2030
Mancos, Town of	2009 Direct	WPCRF	wastewater revenue	700,000				2029
Mountain View Water & Sanitation District	2009 Direct	WPCRF	wastewater revenue	1,141,920				2029
Pagosa Springs Area Water & Sanitation District	2009 Direct	WPCRF	water and wastewater revenue	732,398				2030
Seibert, Town of	2009 Direct	WPCRF	wastewater revenue	108,750				2030
Sugar City, Town of	2009 Direct	WPCRF	wastewater revenue	33,103				2028
2008 Direct Loans								
Fairplay Sanitation District	2008 Direct	WPCRF	general obligation	1,459,644				2028
Larimer County Local Improvement District No. 2007-1	2008 Direct	WPCRF	special assessment	262,171				2028
Las Animas, City of	2008 Direct	WPCRF	wastewater revenue	245,050				2028
Manzanola, Town of	2008 Direct	WPCRF	wastewater revenue	64,800				2029
Penrose Sanitation District	2008 Direct	WPCRF	wastewater revenue	92,160				2029
2007 Direct Loans								
Cortez Sanitation District	2007 Direct	WPCRF	wastewater revenue	1,315,428				2027
Donala Water & Sanitation District	2007 Direct	WPCRF	water and wastewater revenue	1,387,870				2028
Elizabeth (Town of)	2007 Direct	WPCRF	water and wastewater revenue	714,011				2027
Romeo (Town of)	2007 Direct	WPCRF	water and wastewater revenue	108,264				2028
2006 Direct Loans								
Ault (Town of)	2006 Direct	WPCRF	wastewater revenue	793,712				2026
Bennett (Town of)	2006 Direct	WPCRF	wastewater revenue	104,257				2026
Boulder County	2006 Direct	WPCRF	special assessment	1,020,093				2025
Clifton Sanitation District 2	2006 Direct	WPCRF	wastewater revenue	1,142,857				2027
Cucharas Sanitation & Water District	2006 Direct	WPCRF	water and wastewater revenue	512,217				2027
Haxtun (Town of)	2006 Direct	WPCRF	wastewater revenue	191,143				2027
Kersey (Town of) #2	2006 Direct	WPCRF	wastewater revenue	1,138,180				2026
La Jara (Town of)	2006 Direct	WPCRF	water and wastewater revenue	393,750				2026
Ordway (Town of)	2006 Direct	WPCRF	wastewater revenue	344,425				2027
Pierce (Town of)	2006 Direct	WPCRF	wastewater revenue	618,943				2027
Ralston Valley Water & Sanitation District	2006 Direct	WPCRF	general obligation	744,333				2026
Springfield (Town of)	2006 Direct	WPCRF	wastewater revenue	307,050				2027
Stratton, (Town of)	2006 Direct	WPCRF	wastewater revenue	275,030				2027
Sugar City (Town of)	2006 Direct	WPCRF	wastewater revenue	183,600				2026
2005 Direct Loans								
Kremmling Sanitation District	2005 Direct	WPCRF	wastewater revenue	556,589				2025
2004 Direct Loans								
Garden Valley Water & Sanitation District	2004 Direct	WPCRF	water and wastewater revenue	166,259				2024
2002 Direct Loans								
Julesburg (Town of)	2002 Direct	WPCRF	wastewater revenue	356,029				2022
2000 Direct Loans								
Left Hand Water & Sanitation District	2000 Direct	WPCRF	general obligation	16,325				2020
Springfield (Town of)	2000 Direct	WPCRF	wastewater revenue	66,410				2020
1999 Direct Loans								
Kersey (Town of)	1999 Direct	WPCRF	wastewater revenue	50,326				2020
La Junta (City of)	1999 Direct	WPCRF	wastewater revenue	110,654				2019
Left Hand Water & Sanitation District	1999 Direct	WPCRF	general obligation	27,359				2018
Monte Vista (Town of), Colorado	1999 Direct	WPCRF	wastewater revenue	240,039				2019
New Castle (Town of)	1999 Direct	WPCRF	water and wastewater revenue	116,025				2019
1998 Direct Loans								
Evans (City of)	1998 Direct	WPCRF	wastewater revenue	84,422				2019
Las Animas (City of)	1998 Direct	WPCRF	wastewater revenue	227,502				2018
1997 Direct Loans								
Erie (Town of)	1997 Direct	WPCRF	wastewater revenue	55,962				2017
Manzanola (Town of)	1997 Direct	WPCRF	general obligation	8,945				2017
Pagosa Springs Sanitation District	1997 Direct	WPCRF	general obligation	48,813				2016
1996 Direct Loans								
Ordway (Town of), Colorado	1996 Direct	WPCRF	wastewater revenue	13,206				2016
1995 Direct Loans								
Log Lane Village (Town of), Colorado	1995 Direct	WPCRF	wastewater revenue	4,656				2016
				79,467,616				

Note: A portion of these loans were refunded in 1996 ⁽¹⁾, 2001 ⁽²⁾, 2004 ⁽³⁾, and 2005 ⁽⁴⁾ and a part of the principal reflects the refunding bonds

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY
Clean Water Revenue Bonds
and
Drinking Water Revenue Bonds

*Summary of Borrowers
by Series
As of March 1, 2016*

Borrowers	CWR&PDA Issue	Program	Security Pledge	Remaining Bond/Loan Principal	Remaining Equity Principal	Remaining State Match	Total Remaining Funds Available	Loan Term
Drinking Water Revolving Fund Program								
2015 Series A*								
Plum Valley Heights Subdistrict of the Roxborough Water and Sanitation District	2015 Series A	DWRF	general obligation	1,335,000	3,858,390	-	5,193,390	2036
Genesee Water and Sanitation District	2015 Series A	DWRF	general obligation	2,970,000	6,678,862	-	9,648,862	2036
Denver Southeast Suburban Water and Sanitation District, Colorado, Acting by and through its Water Activity Enterprise	2015 Series A	DWRF	water and wastewater revenue	3,670,000	10,573,059	-	14,243,059	2036
				7,975,000	21,110,311	-	29,085,311	
2014 Series A**								
Clifton Water District Mesa County, Colorado, Acting by and through its Water Activity Enterprise	2014 Series A	DWRF	water revenue	3,155,000	8,185,538	2,283,730	13,624,268	2035
Left Hand Water District, Acting by and through its Water Activity Enterprise	2014 Series A	DWRF	water revenue	6,725,000	17,198,370	4,615,556	28,538,926	2034
Paonia, Town of, Colorado, Acting by and through its Town of Paonia Water and Sewer Enterprise	2014 Series A	DWRF	water and wastewater revenue	750,000	1,661,534	447,743	2,859,277	2035
				10,630,000	27,045,442	7,347,030	45,022,472	
2012 Series A								
Rifle, City of	2012 Series A	DWRF	water revenue	16,590,000	-	3,589,761	20,179,761	2034
				16,590,000	-	3,589,761	20,179,761	
2011 Series A								
Sterling (City of), Colorado, Acting by and through its Water Enterprise	2011 Series A	DWRF	water revenue	21,535,000	-	3,268,982	24,803,982	2032
				21,535,000	-	3,268,982	24,803,982	
2008 Series B								
Project 7 Water Authority, Colorado, Acting by and through its Water Activity Enterprise	2008 Series B	DWRF	water revenue	6,680,000	-	983,935	7,663,935	2030
				6,680,000	-	983,935	7,663,935	
2008 Series A								
Estes Park (Town of), Colorado, acting by and through its Water Activity Enterprise	2008 Series A	DWRF	water revenue	3,575,000	-	483,371	4,058,371	2028
Pagosa Springs Area Water & Sanitation District, Colorado, acting by and through its Water & Sewer Activity Enterprise	2008 Series A	DWRF	water and wastewater revenue	5,925,000	-	707,729	6,632,729	2028
				9,500,000	-	1,191,101	10,691,101	
2006 Series B								
Alamosa (City of), Colorado	2006 Series B	DWRF	sales tax revenue	6,825,000	-	704,433	7,529,433	2027
Arapahoe County Water & Wastewater PID	2006 Series B	DWRF	general obligation	7,680,000	-	777,208	8,457,208	2022
Cottonwood Water & Sanitation District	2006 Series B	DWRF	general obligation	6,230,000	-	617,181	6,847,181	2027
Palisade (Town of), Colorado	2006 Series B	DWRF	water revenue	2,640,000	-	259,657	2,899,657	2028
				23,375,000	-	2,358,480	25,733,480	
2006 Series A								
Craig (City of), Colorado, acting by and through its Water Activity Enterprise	2006 Series A	DWRF	water revenue	3,515,000	-	341,553	3,856,553	2027
Little Thompson Water District, acting by and through its Water Activity Enterprise	2006 Series A	DWRF	water revenue	3,640,000	-	397,696	4,037,696	2027
				7,155,000	-	739,248	7,894,248	
2003 Series B								
Florence (City of), Colorado, acting by and through its Water Activity Enterprise	2003 Series B	DWRF	water revenue	3,965,000	3,138,237	743,762	7,846,999	2025
				3,965,000	3,138,237	743,762	7,846,999	
2003 Series A								
Fountain Valley Authority	2003 Series A	DWRF	water revenue	735,000	687,231	162,874	1,585,105	2024
Longmont (City of), Colorado	2003 Series A	DWRF	water revenue	4,870,000	3,655,150	866,271	9,391,421	2023
Lyons (Town of), Colorado, acting by and through its Water Fund and Sewer Fund	2003 Series A	DWRF	water and wastewater revenue	1,145,000	1,034,586	245,197	2,424,783	2024
				6,750,000	5,376,967	1,274,342	13,401,309	
2002 Series A								
Evergreen Metropolitan District, acting by and through its Water Enterprise	2002 Series A	DWRF	water revenue	445,000	313,120	74,209	832,329	2022
Grand Junction (City of), Colorado	2002 Series A	DWRF	water revenue	975,000	470,880	111,599	1,557,479	2022
Idaho Springs (City of), Colorado, acting by and through the City of Idaho Springs Water Activity Enterprise	2002 Series A	DWRF	water and wastewater revenue	500,000	366,791	86,930	953,721	2022
La Junta (City of), Colorado, acting by and through its Water Enterprise	2002 Series A	DWRF	water revenue	2,490,000	1,421,797	336,966	4,248,763	2022
				4,410,000	2,572,588	609,703	7,592,291	
2000 Series A								
Evergreen Metropolitan District, acting by and through its Water Enterprise	2000 Series A	DWRF	water revenue	1,475,000	-	142,303	1,617,303	2020
Fountain Valley Authority	2000 Series A	DWRF	water revenue	1,975,000	-	207,897	2,182,897	2020
Limon (Town of), Colorado, acting by and through its Water Enterprise	2000 Series A	DWRF	water revenue	375,000	-	34,992	409,992	2020
Board of Water Works, Pueblo Colorado, operating as an enterprise	2000 Series A	DWRF	water revenue	5,185,000	-	405,487	5,590,487	2022
Westminster (City of), Colorado, acting by and through its Water and Wastewater Utility Enterprise	2000 Series A	DWRF	water and wastewater revenue	3,975,000	-	379,419	4,354,419	2020
				12,985,000	-	1,170,098	14,155,098	

Note: A portion of these loans were refunded in 1996 ⁽¹⁾, 2001 ⁽²⁾, 2004 ⁽³⁾, and 2005 ⁽⁴⁾ and a part of the principal reflects the refunding bonds

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY
Clean Water Revenue Bonds
and
Drinking Water Revenue Bonds

Summary of Borrowers
by Series
As of March 1, 2016

Borrowers	CWR&PDA Issue	Program	Security Pledge	Remaining Bond/Loan Principal	Remaining Equity Principal	Remaining State Match	Total Remaining Funds Available	Loan Term
1999 Series A								
Fort Collins (City of), Colorado, acting by and through the city of Fort Collins, Colorado, Water Utility Enterprise	1999 Series A	DWRF	water revenue	700,000	474,155	102,275	1,276,430	2019
Glenwood Springs (City of), Colorado Grand County Water and Sanitation District No. 1, Winter Park, Colorado	1999 Series A	DWRF	sales & use tax	555,000	351,750	74,521	981,271	2018
Greeley (City of), Colorado, acting by and through its Water Activity Enterprise	1999 Series A	DWRF	general obligation	335,000	207,294	44,713	587,007	2018
Julesburg (Town of), Colorado, acting by and through the Town of Julesburg, Colorado, Water Enterprise	1999 Series A	DWRF	water revenue	2,235,000	1,348,740	290,923	3,874,663	2019
Left Hand Water District, Boulder and Weld Counties, Colorado, acting by and through its Water Enterprise	1999 Series A	DWRF	water revenue	135,000	99,130	21,382	255,512	2019
	1999 Series A	DWRF	water revenue	1,035,000	551,565	118,973	1,705,538	2019
				4,995,000	3,032,634	652,787	8,680,421	
1998 Series A								
Buena Vista (Town of), acting by and through its Water Activity Enterprise	1998 Series A	DWRF	water revenue	130,000	91,913	23,272	245,185	2018
Fort Morgan (City of), Colorado, acting by and through its Water Works and Distribution Enterprise	1998 Series A	DWRF	water revenue	1,910,000	1,592,112	353,902	3,856,014	2019
				2,040,000	1,684,025	377,174	4,101,199	
1997 Series A								
Arapahoe Estates Water District	1997 Series A	DWRF	general obligation	50,000	68,445	12,938	131,383	2017
Englewood (City of), Colorado, acting by and through its Water Utility Enterprise	1997 Series A	DWRF	water revenue	1,595,000	1,042,754	264,025	2,901,779	2018
Fort Collins (City of), Colorado, acting by and through the city of Fort Collins, Colorado, Water Utility Enterprise	1997 Series A	DWRF	water revenue	510,000	692,840	127,208	1,330,048	2017
				2,155,000	1,804,039	404,172	4,363,211	
TOTALS:				140,740,000	65,764,243	24,710,574	231,214,816	
Direct Loans								
2016 Direct Loans								
La Plata Archuleta WD	2016 Direct	DWRF	general obligation	2,500,000				2036
Spring Canyon W&SD (DL#2)	2016 Direct	DWRF	water and wastewater revenue	300,000				2036
2015 Direct Loans								
Antonito, Town of	2015 Direct	DWRF	water and wastewater revenue	1,010,149				2045
Center, Town of	2015 Direct	DWRF	water revenue	1,084,617				2045
Columbine Lake WD	2015 Direct	DWRF	water revenue	687,648				2035
Dillon, Town of (DL#2)	2015 Direct	DWRF	water revenue	1,756,028				2035
Edgewater, City of	2015 Direct	DWRF	water revenue	1,993,181				2035
Flagler, Town of (DL)	2015 Direct	DWRF	water revenue	83,000				2046
Genesee W&SD	2015 Direct	DWRF	water and wastewater revenue	2,500,000				2035
Highland Lakes WD	2015 Direct	DWRF	water revenue	2,000,000				2035
Lake City, Town of	2015 Direct	DWRF	water and wastewater revenue	491,667				2045
Spring Canyon W&SD	2015 Direct	DWRF	water and wastewater revenue	2,200,000				2035
Yampa Valley HA (Fish Creek)	2015 Direct	DWRF	lot rent revenue	239,089				2045
2014 Direct Loans								
Castle Pines Metropolitan District	2014 Direct	DWRF	water and wastewater revenue	1,793,863				2035
Hayden, Town of	2014 Direct	DWRF	water and wastewater revenue	911,881				2035
La Plata County Palo Verde PID	2014 Direct	DWRF	water revenue	265,843				2034
Larimer County LID (Fish Creek)	2014 Direct	DWRF	special assesment	308,214				2034
Larkspur, Town of	2014 Direct	DWRF	water, wastewater, property revenue	1,933,333				2044
Williamsburg, Town of	2014 Direct	DWRF	water revenue	802,263				2044
Yampa, Town of	2014 Direct	DWRF	water and wastewater revenue	521,073				2045
2013 Direct Loans								
Coal Creek, Town of	2013 Direct	DWRF	water revenue	254,144				2033
Evans, City of	2013 Direct	DWRF	water revenue	1,252,632				2023
Rangely, Town of	2013 Direct	DWRF	water revenue	1,399,348				2033
South Sheridan WSS&SDD	2013 Direct	DWRF	wastewater revenue	1,922,472				2044
Stratton, Town of (DL#3)	2013 Direct	DWRF	water revenue	873,050				2044
Timbers W&SD	2013 Direct	DWRF	general obligation	306,250				2033
2012 Direct Loans								
Crested Butte, Town of	2012 Direct	DWRF	water and wastewater revenue	346,911				2032
Crowley, Town of	2012 Direct	DWRF	water revenue	93,333				2043
Cucharas S&WD (DL#2)	2012 Direct	DWRF	water and wastewater revenue	77,922				2033
Forest View Acres WD	2012 Direct	DWRF	water revenue	1,750,000				2033
Louviers WS&D	2012 Direct	DWRF	water revenue	128,013				2043
Merino, Town of	2012 Direct	DWRF	water revenue	103,274				2043
Navajo Western Water District	2012 Direct	DWRF	water revenue	885,843				2042
Rifle, City of	2012 Direct	DWRF	water revenue	1,673,385				2032
2011 Direct Loans								
Alma, Town of	2011 Direct	DWRF	water revenue	335,922				2031
Blanca, Town of (DL#2)	2011 Direct	DWRF	water and wastewater revenue	276,946				2041
El Rancho Florida Metropolitan District	2011 Direct	DWRF	general obligation	1,214,188				2032
Georgetown, Town of	2011 Direct	DWRF	water revenue	605,224				2031
Manassa, Town of	2011 Direct	DWRF	water revenue	418,965				2041
Mesa Water & Sanitation District	2011 Direct	DWRF	water and wastewater revenue	92,876				2041
Monte Vista, Town of	2011 Direct	DWRF	water revenue	306,807				2042
Mountain Water and Sanitation District	2011 Direct	DWRF	general obligation	775,000				2031
Nunn, Town of	2011 Direct	DWRF	water revenue	385,431				2042
Salida, City of	2011 Direct	DWRF	water and wastewater revenue	449,625				2032

Note: A portion of these loans were refunded in 1996 ⁽¹⁾, 2001 ⁽²⁾, 2004 ⁽³⁾, and 2005 ⁽⁴⁾ and a part of the principal reflects the refunding bonds

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY
Clean Water Revenue Bonds
and
Drinking Water Revenue Bonds

*Summary of Borrowers
by Series
As of March 1, 2016*

Borrowers	CWR&PDA Issue	Program	Security Pledge	Remaining Bond/Loan Principal	Remaining Equity Principal	Remaining State Match	Total Remaining Funds Available	Loan Term
2010 Direct Loans								
BMR Metropolitan District	2010 Direct	DWRF	water revenue	859,447				2031
Colorado Springs, City of	2010 Direct	DWRF	enterprise revenues	6,832,606				2030
Cortez, City of	2010 Direct	DWRF	water revenue	351,588				2030
Crested Butte South Metropolitan District	2010 Direct	DWRF	water and wastewater revenue	808,441				2031
Divide MPC Metropolitan District 1	2010 Direct	DWRF	water revenue	110,472				2030
Grand Junction, City of	2010 Direct	DWRF	water revenue	2,961,332				2030
Pine Drive Water District	2010 Direct	DWRF	water revenue	194,248				2030
Swink, Town of	2010 Direct	DWRF	water revenue	222,395				2041
Teller County Water & Sanitation District 1	2010 Direct	DWRF	water and wastewater revenue	1,426,819				2031
Tree Haus Metropolitan District	2010 Direct	DWRF	general obligation	748,236				2031
2009 Direct Loans								
Ariba, Town of	2009 Direct	DWRF	water revenue	404,000				2039
Baca Grande Water & Sanitation District	2009 Direct	DWRF	general obligation	1,122,622				2029
Creede, City of	2009 Direct	DWRF	water revenue	1,019,654				2039
Lake Durango Water Authority	2009 Direct	DWRF	water revenue	1,460,017				2029
Lamar, City of	2009 Direct	DWRF	water and wastewater revenue	833,266				2030
Nederland, Town of	2009 Direct	DWRF	water revenue and sales tax	1,848,579				2030
Palmer Lake, Town of	2009 Direct	DWRF	water revenue	1,315,590				2030
Rockvale, Town of	2009 Direct	DWRF	water revenue	245,786				2039
Rye, Town of	2009 Direct	DWRF	water revenue	449,888				2039
2008 Direct Loans								
Del Norte, Town of	2008 Direct	DWRF	water revenue	489,182				2029
East Alamosa W&SD	2008 Direct	DWRF	water and wastewater revenue	1,500,000				2038
Eckley, Town of	2008 Direct	DWRF	water revenue	62,500				2028
Hotchkiss, Town of	2008 Direct	DWRF	water revenue	444,928				2028
Kim, Town of	2008 Direct	DWRF	water revenue	90,467				2038
La Veta, Town of	2008 Direct	DWRF	water revenue	949,015				2039
Las Animas, City of	2008 Direct	DWRF	water revenue	622,533				2038
Olde Stage WD	2008 Direct	DWRF	water revenue	108,875				2029
Paonia, Town of	2008 Direct	DWRF	water and wastewater revenue	279,594				2029
Platte Canyon Water & Sanitation District, Subdistrict #2	2008 Direct	DWRF	general obligation	301,696				2028
Stratton, Town of	2008 Direct	DWRF	water revenue	74,601				2039
2007 Direct Loans								
Hillrose (Town of)	2007 Direct	DWRF	water revenue	560,422				2037
Ordway (Town of)	2007 Direct	DWRF	water revenue	83,820				2037
Stratton (Town of)	2007 Direct	DWRF	water revenue	390,378				2038
2006 Direct Loans								
Bethune (Town of)	2006 Direct	DWRF	water revenue	292,600				2036
Boone (Town of)	2006 Direct	DWRF	water and wastewater revenue	375,008				2036
Bristol Water and Sanitation District	2006 Direct	DWRF	water revenue	133,333				2035
Castle Pines Metropolitan District	2006 Direct	DWRF	water and wastewater revenue	1,249,839				2026
Castle Pines Metropolitan District #2	2006 Direct	DWRF	water and wastewater revenue	160,872				2027
Cucharas Sanitation & Water District	2006 Direct	DWRF	water and wastewater revenue	179,409				2027
Genoa (Town of)	2006 Direct	DWRF	water revenue	125,417				2037
Ordway (Town of)	2006 Direct	DWRF	water revenue	143,333				2037
Palisade (Town of)	2006 Direct	DWRF	water revenue	1,400,000				2036
Pinewood Springs Water District #2	2006 Direct	DWRF	water revenue	459,113				2026
Platte Canyon Water and Sanitation Subdistrict #1	2006 Direct	DWRF	water revenue	255,182				2026
Pritchett(Town of)	2006 Direct	DWRF	water revenue	136,667				2036
Ralston Valley Water and Sanitation District	2006 Direct	DWRF	general obligation	827,612				2027
Sedgwick, (Town of)	2006 Direct	DWRF	water and wastewater revenue	286,317				2036
Walden (Town of)	2006 Direct	DWRF	water and wastewater revenue	619,097				2031
2005 Direct Loans								
Florence (City of)	2005 Direct	DWRF	water revenue	451,816				2025
La Jara (Town of)	2005 Direct	DWRF	water and wastewater revenue	95,000				2025
Log Lane Village (Town of)	2005 Direct	DWRF	water revenue	721,666				2035
Olde Stage Water District	2005 Direct	DWRF	water revenue	56,153				2025
2004 Direct Loans								
Pinewood Springs Water District	2004 Direct	DWRF	general obligation	66,037				2024
Swink (Town of)	2004 Direct	DWRF	water revenue	344,506				2024
2003 Direct Loans								
Mustang Water Authority	2003 Direct	DWRF	water revenue	365,715				2024
Oak Creek (Town of)	2003 Direct	DWRF	water revenue	444,124				2023
Ouray (City of)	2003 Direct	DWRF	water revenue and sales tax	317,938				2024
Westwood Lakes Water District	2003 Direct	DWRF	general obligation	234,857				2023
2002 Direct Loans								
Basalt, (Town of)	2002 Direct	DWRF	water revenue	425,536				2022
Hayden, (Town of)	2002 Direct	DWRF	water and wastewater revenue	404,131				2022
Thunderbird Water and Sanitation District	2002 Direct	DWRF	water revenue	150,245				2012
Woodland Park (City of)	2002 Direct	DWRF	water revenue	336,534				2022
2001 Direct Loans								
Wellington (Town of)	2001 Direct	DWRF	water revenue	417,022				2022
2000 Direct Loans								
Sedalia Water & Sanitation District	2000 Direct	DWRF	general obligation	92,645				2019
1999 Direct Loans								
Thunderbird Water and Sanitation District	1999 Direct	DWRF	general obligation	77,918				2019
1998 Direct Loans								
Chatfield South Water District	1998 Direct	DWRF	general obligation	76,403				2018
Left Hand Water & Sanitation District	1998 Direct	DWRF	general obligation	34,248				2018
1997 Direct Loans								
Fairplay (Town of)	1997 Direct	DWRF	water revenue	25,473				2017
Idaho Springs (City of)	1997 Direct	DWRF	water & wastewater revenue	56,577				2017
Redstone Water and Sanitation District	1998 Direct	DWRF	general obligation	60,185				2017
Westlake Water and Sanitation District	1997 Direct	DWRF	general obligation	15,278				2017
1996 Direct Loans								
Bayfield (Town of)	1996 Direct	DWRF	water revenue	13,411				2016
Nunn (Town of)	1996 Direct	DWRF	water revenue	18,379				2016
				80,428,002				
Grand Totals:				610,360,617	142,845,220	44,413,970	797,619,807	

Note: A portion of these loans were refunded in 1996 (¹), 2001 (²), 2004 (³), and 2005 (⁴) and a part of the principal reflects the refunding bonds

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY
Clean Water Revenue Bonds
and
Drinking Water Revenue Bonds

*Summary of Borrowers
by Aggregate
As of March 1, 2016*

<i>Borrower</i>	<i>CWRPDA Issue</i>	<i>Program</i>	<i>Security Pledge</i>	<i>Remaining Bond/Loan Principal</i>	<i>Remaining Equity Principal</i>	<i>Remaining State Match</i>	<i>Total Remaining Funds</i>	<i>Loan Term</i>
Englewood (City of), Colorado, acting by and through its Sewer Utility Enterprise	2004 Series A	WPCRF	wastewater revenues	20,025,000	9,677,070	1,935,414	31,637,484	2025
Louisville (City of), Colorado	2015 Series A	WPCRF	water, stormwater and wastewater	11,215,000	20,236,348		31,451,348	2035
Littleton (City of), Colorado, acting by and through the City of Littleton, Colorado Sewer Utility Enterprise	2004 Series A	WPCRF	wastewater revenues	19,045,000	9,672,915	1,934,583	30,652,498	2025
Left Hand Water District, Acting by and through its Water Activity Enterprise	2014 Series A 1999 Series A	DWRF DWRF	water revenue water revenue	7,760,000	17,749,935	4,734,529	30,244,464	2034 2019
Pueblo, City of, Colorado, acting by and through its Sewer Enterprise	2003 Series A 2010 Series A 2014 Series A	WPCRF WPCRF WPCRF	wastewater revenues wastewater revenues wastewater revenues	20,770,000	4,119,584	1,929,569	26,819,153	2024 2030 2035
Glenwood Springs (City of), Colorado, acting by and through its Utility Enterprise	2010 Series A	WPCRF	water and wastewater revenues	24,600,000		1,353,000	25,953,000	2032
South Adams County Water and Sanitation District, acting by and through the South Adams County Water and Sanitation District Activity Enterprise	2002 Series A 2002 Series A	WPCRF WPCRF	water and wastewater revenues water and wastewater revenues	9,450,000	13,576,416	2,412,172	25,438,588	2036 2022
Sterling (City of), Colorado, Acting by and through its Water Enterprise	2011 Series A	DWRF	water revenue	21,535,000		3,268,982	24,803,982	2032
Rifle, City of	2012 Series A 2012 Direct	DWRF DWRF	water revenue water revenue	18,263,385		3,589,761	21,853,146	2034 2032
Denver Southeast Suburban Water and Sanitation District, Colorado, Acting by and through its Water Activity Enterprise	2015 Series A 2005 Series A 2002 Series B	DWRF WPCRF WPCRF	water and wastewater revenue water and wastewater revenue water and wastewater revenue	8,105,000	12,042,873		20,147,873	2036 2025 2023
Fruita (City of), Colorado, acting by and through its Sewer Fund Enterprise	2010 Series A	WPCRF	wastewater revenues	19,280,000			19,280,000	2032
Parker Water and Sanitation District, acting by and through its Water Activity Enterprise and its Sanitary Sewer Activity Enterprise	2002 Series B 2000 Series A 2001 Series A 1997 Series A	WPCRF WPCRF WPCRF WPCRF	water and wastewater revenues water and wastewater revenue water and wastewater revenue water and wastewater revenue	11,630,000	4,314,240	1,236,768	17,181,008	2025 2020 2021 2017
Westminster (City of), Colorado, acting by and through its Water and Wastewater Utility Enterprise	2000 Series A 2005 Series A 1998 Series A 1997 Series A	DWRF WPCRF WPCRF WPCRF	water and wastewater revenue water and wastewater revenues water and wastewater revenue water and wastewater revenue	15,040,000		521,371	15,561,371	2020 2025 2017 2017
Clifton Water District Mesa County, Colorado, Acting by and through its Water Activity Enterprise	2014 Series A	DWRF	water revenue	3,155,000	8,185,538	2,283,730	13,624,268	2035
La Junta (City of), Colorado, acting by and through its wastewater enterprise	2015 Series A 1999 Direct	WPCRF WPCRF	wastewater revenues wastewater revenues	4,475,654	8,959,595		13,435,249	2037 2019
Rifle (City of), acting by and through its Sewer Enterprise	2007 Series A	WPCRF	wastewater revenues	12,170,000		657,964	12,827,964	2028
Cherokee Metropolitan District, acting by and through its Water and Wastewater Activity Enterprise	2006 Series B 2012 Direct	WPCRF WPCRF	water and wastewater revenues water and wastewater revenue	10,957,500		666,472	11,623,972	2027 2033
Plum Creek Wastewater Authority	2002 Series B 2005 Series A 2001 Series A	WPCRF WPCRF WPCRF	wastewater revenues wastewater revenues wastewater revenues	10,525,000	681,384		11,206,384	2023 2026 2021
Eagle, Town of, acting by and through its Wastewater Enterprise	2007 Series A 1997 Series A 2011 Direct	WPCRF WPCRF WPCRF	wastewater revenues general obligation wastewater revenue	9,769,227		715,849	10,485,077	2028 2017 2031
Genesee Water and Sanitation District	2015 Series A	DWRF	general obligation	2,970,000	6,678,862		9,648,862	2036
Longmont (City of), Colorado	2003 Series A	DWRF	water revenue	4,870,000	3,655,150	866,271	9,391,421	2023
Boxelder Sanitation District, acting by and through its Water Activity Enterprise	2010 Series B	WPCRF	wastewater revenues	9,075,000			9,075,000	2032
Arapahoe County Water & Wastewater PID	2006 Series B	DWRF	general obligation	7,680,000		777,208	8,457,208	2022
Florence (City of), Colorado, acting by and through its Water Activity Enterprise	2003 Series B 2005 Direct	DWRF DWRF	water revenue water revenue	4,416,816	3,138,237	743,762	8,298,815	2025 2025
Brush (City of), acting by and through its Wastewater Activity Enterprise	2010 Series B	WPCRF	wastewater revenues	7,840,000			7,840,000	2031
Project 7 Water Authority, Colorado, Acting by and through its Water Activity Enterprise	2008 Series B	DWRF	water revenue	6,680,000		983,935	7,663,935	2030
Colorado Springs Utilities (City of), Colorado	1998 Series B	WPCRF	wastewater revenue	7,055,000		521,260	7,576,260	2019
Alamosa (City of), Colorado	2006 Series B	DWRF	sales tax revenue	6,825,000		704,433	7,529,433	2027
Lyons (Town of), Colorado, acting by and through its Water Fund and Sewer Fund	2003 Series A 2014 Direct	DWRF WPCRF	water and wastewater revenue water and wastewater revenue	6,207,426	1,034,586	245,197	7,487,208	2024 2034
Clifton Sanitation District 2	2006 Direct 2006 Series A	WPCRF WPCRF	wastewater revenue wastewater revenues	7,437,857			7,437,857	2027 2027
Pagosa Springs Area Water & Sanitation District, Colorado, acting by and through its Water & Sewer Activity Enterprise	2008 Series A 2009 Direct	DWRF WPCRF	water and wastewater revenue water and wastewater revenue	6,657,398		707,729	7,365,127	2028 2030
Upper Blue Sanitation District, acting by and through the Breckenridge Sanitation District Wastewater Activity Enterprise	1997 Series A 2010 Direct 2005 Series B	WPCRF WPCRF WPCRF	wastewater revenue wastewater revenue wastewater revenue	7,211,919		71,937	7,283,856	2017 2030 2026
Cottonwood Water & Sanitation District	2006 Series B	DWRF	general obligation	6,230,000		617,181	6,847,181	2027
Colorado Springs, City of	2010 Direct	DWRF	enterprise revenues	6,832,606			6,832,606	2030
New Castle (Town of), Colorado, acting by and through its Town of New Castle Water and Sewer Enterprise	2008 Series A 1999 Direct	WPCRF WPCRF	water and wastewater revenues wastewater revenues	5,611,025		479,714	6,090,740	2030 2019
Glendale (City of), Colorado, acting by and through its Wastewater Enterprise	2005 Series B	WPCRF	wastewater revenues	5,490,000		504,532	5,994,532	2027
Roxborough Park Metropolitan District	2005 Series A	WPCRF	general obligation	5,785,000			5,785,000	2026
Fountain Sanitation District, acting by and through its Jimmy Camp Creek Basin Wastewater Enterprise	2011 Series A	WPCRF	wastewater revenues	4,870,000		831,310	5,701,310	2032
Board of Water Works, Pueblo Colorado, operating as an enterprise	2000 Series A	DWRF	water revenue	5,185,000		405,487	5,590,487	2022
Summit County acting by and through the Snake River Wastewater Utility Enterprise	2000 Series A	WPCRF	wastewater revenue	4,900,000		334,628	5,234,628	2020
Plum Valley Heights Subdistrict of the Roxborough Water and Sanitation District	2015 Series A	DWRF	general obligation	1,335,000	3,858,390		5,193,390	2036
Donala Water and Sanitation District, acting by and through its Gleneagle Enterprise	2006 Series A 2007 Direct	WPCRF WPCRF	water and wastewater revenues water and wastewater revenue	4,277,870		243,916	4,521,786	2027 2028
Grand Junction (City of), Colorado	2002 Series A 2010 Direct	DWRF DWRF	water revenue water revenue	3,936,332	470,880	111,599	4,518,810	2022 2030
Mesa County, Colorado	2002 Series A	WPCRF	wastewater revenues	2,480,000	1,897,470		4,377,470	2024

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY
Clean Water Revenue Bonds
and
Drinking Water Revenue Bonds

*Summary of Borrowers
by Aggregate
As of March 1, 2016*

<i>Borrower</i>	<i>CWRPDA Issue</i>	<i>Program</i>	<i>Security Pledge</i>	<i>Remaining Bond/Loan Principal</i>	<i>Remaining Equity Principal</i>	<i>Remaining State Match</i>	<i>Total Remaining Funds</i>	<i>Loan Term</i>
Pueblo West Metropolitan District, acting by and through the Pueblo West Water Enterprise and the Pueblo West Wastewater Enterprise	2011 Series A	WPCRF	water and wastewater revenues	3,715,000		633,779	4,348,779	2032
Palisade (Town of), Colorado	2006 Series B	DWRF	water revenue	4,040,000		259,657	4,299,657	2028
	2006 Direct	DWRF	water revenue					2036
La Junta (City of), Colorado, acting by and through its Water Enterprise	2002 Series A	DWRF	water revenue	2,490,000	1,421,797	336,966	4,248,763	2022
Estes Park Sanitation District	2015 Direct	WPCRF	wastewater revenue	4,146,200			4,146,200	2036
	2014 Direct	WPCRF	wastewater revenue					2035
Bayfield (Town of), Colorado, acting by and through its Town of Bayfield Sewer Enterprise	2007 Series A	WPCRF	wastewater revenues	4,100,165			4,100,165	2028
	2013 Direct	WPCRF	wastewater revenue					2033
Estes Park (Town of), Colorado, acting by and through its Water Activity Enterprise	2008 Series A	DWRF	water revenue	3,575,000		483,371	4,058,371	2028
Little Thompson Water District, acting by and through it Water Activity Enterprise	2006 Series A	DWRF	water revenue	3,640,000		397,696	4,037,696	2027
Greeley (City of), Colorado, acting by and through its Water Activity Enterprise	1999 Series A	DWRF	water revenue	2,235,000	1,348,740	290,923	3,874,663	2019
Craig (City of), Colorado, acting by and through its Water Activity Enterprise	2006 Series A	DWRF	water revenue	3,515,000		341,553	3,856,553	2027
Fort Morgan (City of), Colorado, acting by and through its Water Works and Distribution Enterprise	1998 Series A	DWRF	water revenue	1,910,000	1,592,112	353,902	3,856,014	2019
Fountain Valley Authority	2003 Series A	DWRF	water revenue	2,710,000	687,231	370,772	3,768,003	2024
	2000 Series A	DWRF	water revenue					2020
South Sheridan WSS&SDD	2013 Direct	WPCRF	wastewater revenue	3,742,194			3,742,194	2034
	2013 Direct	DWRF	wastewater revenue					2044
Elizabeth (Town of), Colorado	2008 Series A	WPCRF	sales & use taxes	3,375,000		304,088	3,679,088	2029
Nederland (Town of), Colorado	2011 Series A	WPCRF	wastewater revenues and sales	3,040,000		237,412	3,277,412	2032
	2011 Direct	WPCRF	wastewater revenues and sales tax revenues					2032
Fort Collins (City of), Colorado, acting by and through the City of Fort Collins, Colorado, Stormwater Utility Enterprise	2001 Series A	WPCRF	stormwater revenues	3,240,000			3,240,000	2021
Castle Pines Metropolitan District	2014 Direct	DWRF	water and wastewater revenue	3,204,575			3,204,575	2035
	2006 Direct	DWRF	water and wastewater revenue					2026
	2006 Direct	DWRF	water and wastewater revenue					2027
Eaton (Town of), Colorado, acting by and through its Sewer Fund Enterprise	2005 Series A	WPCRF	wastewater revenues	2,905,000		265,808	3,170,808	2027
Paonia, Town of, Colorado, Acting by and through its Town of Paonia Water and Sewer Enterprise	2014 Series A	DWRF	water and wastewater revenue	1,029,594	1,661,534	447,743	3,138,871	2035
	2008 Direct	DWRF	water and wastewater revenue					2029
Milliken (Town of), Colorado, acting by and through its Wastewater Enterprise	2003 Series A	WPCRF	wastewater revenues	1,580,000	1,296,420	259,284	3,135,704	2024
Granby Sanitation District, acting by and through its Water Activity Enterprise	2006 Series A	WPCRF	wastewater revenues	2,815,000		248,846	3,063,846	2027
Cortez Sanitation District	2001 Series A	WPCRF	general obligation	3,010,000			3,010,000	2020
Lafayette (City of), Colorado, acting by and through its Water Reclamation Fund Enterprise	2001 Series A	WPCRF	water and wastewater revenue	2,740,000		228,460	2,968,460	2021
Englewood (City of), Colorado, acting by and through its Water Utility Enterprise	1997 Series A	DWRF	water revenue	1,595,000	1,042,754	264,025	2,901,779	2018
Ault (Town of)	2006 Direct	WPCRF	wastewater revenue	2,785,379			2,785,379	2026
	2015 Direct	WPCRF	wastewater revenue					2035
Steamboat Springs (City of), Colorado	2001 Series A	WPCRF	water and wastewater revenue	2,415,000		217,981	2,632,981	2021
	1999 Series A	WPCRF	water and wastewater revenue					2019
Fort Collins (City of), Colorado, acting by and through the City of Fort Collins, Colorado, Water Utility Enterprise	1999 Series A	DWRF	water revenue	1,210,000	1,166,995	229,483	2,606,478	2019
	1997 Series A	DWRF	water revenue					2017
Crested Butte South MD (DL#2)	2010 Direct	DWRF	water and wastewater revenue	2,538,284			2,538,284	2031
	2009 Direct	WPCRF	water and wastewater revenue					2030
Mountain W&SD	2012 Direct	WPCRF	general obligation	2,525,000			2,525,000	2033
	2011 Direct	DWRF	general obligation					2031
Woodland Park, City of	2015 Direct	WPCRF	wastewater revenue	2,524,796			2,524,796	2036
	2010 Direct	WPCRF	wastewater revenue					2031
Genesee W&SD	2015 Direct	DWRF	water and wastewater revenue	2,500,000			2,500,000	2035
Granby, Town of	2015 Direct	WPCRF	wastewater revenue	2,500,000			2,500,000	2035
Spring Canyon W&SD	2015 Direct	DWRF	water and wastewater revenue	2,500,000			2,500,000	2035
	2016 Direct	DWRF	water and wastewater revenue					2036
La Plata Archuleta Water District	2016 Direct	DWRF	general obligation	2,500,000			2,500,000	2036
Lamar, City of	2010 Direct	WPCRF	water and wastewater revenue	2,466,869			2,466,869	2031
Evergreen Metropolitan District, acting by and through its Water Enterprise	2002 Series A	DWRF	water revenue	1,920,000	313,120	216,512	2,449,632	2022
	2009 Direct	DWRF	water and wastewater revenue					2030
Windsor (Town of), Colorado, acting by and through its Sewer Utilities Enterprise	2011 Series A	WPCRF	wastewater revenues	2,010,000		380,896	2,390,896	2027
Mead (Town of), acting by and through its Wastewater Activity Enterprise	2007 Series A	WPCRF	wastewater revenues	2,060,000			2,060,000	2028
Rocky Ford, City of	2012 Direct	WPCRF	wastewater revenue	2,043,193			2,043,193	2033
	2014 Direct	WPCRF	wastewater revenue					2035
Wellington (Town of), Colorado, acting by and through the Town of Wellington, Colorado Sewer Enterprise	2002 Series A	WPCRF	wastewater revenues	1,085,000	785,481	157,096	2,027,577	2022
Highland Lakes WD	2015 Direct	DWRF	water revenue	2,000,000			2,000,000	2035
Edgewater, City of	2015 Direct	DWRF	water revenue	1,993,181			1,993,181	2035
Three Lakes Water & Sanitation District	2014 Direct	WPCRF	wastewater revenue	1,993,181			1,993,181	2035
Pagosa Springs GID (DL#4), Town of	2014 Direct	WPCRF	wastewater revenue	1,992,452			1,992,452	2035
Fremont Sanitation District, acting by and through its Wastewater Enterprise	1999 Series A	WPCRF	wastewater revenue	1,820,000		147,100	1,967,100	2019
Larkspur, Town of	2014 Direct	DWRF	water, wastewater, property reve	1,933,333			1,933,333	2044
Hayden, (Town of)	2002 Direct	DWRF	water and wastewater revenue	1,871,128			1,871,128	2022
	2012 Direct	WPCRF	water and wastewater revenue					2033
	2014 Direct	DWRF	water and wastewater revenue					2035
Nederland, Town of	2009 Direct	DWRF	water revenue and sales tax	1,848,579			1,848,579	2030
Redstone Water and Sanitation District	2011 Direct	WPCRF	water and wastewater revenue a	1,835,762			1,835,762	2032

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY
Clean Water Revenue Bonds
and
Drinking Water Revenue Bonds

*Summary of Borrowers
by Aggregate
As of March 1, 2016*

<i>Borrower</i>	<i>CWRPDA Issue</i>	<i>Program</i>	<i>Security Pledge</i>	<i>Remaining Bond/Loan Principal</i>	<i>Remaining Equity Principal</i>	<i>Remaining State Match</i>	<i>Total Remaining Funds</i>	<i>Loan Term</i>
Dillon, Town of (DL#2)	2015 Direct	DWRF	water revenue	1,756,028			1,756,028	2035
Forest View Acres WD	2012 Direct	DWRF	water revenue	1,750,000			1,750,000	2033
Mt. Crested Butte Water and Sanitation District	2001 Series A	WPCRF	general obligation	1,570,000		139,299	1,709,299	2021
Three Lakes Water & Sanitation District	2000 Series A	WPCRF	general obligation	1,605,000		98,988	1,703,988	2019
Colorado Centre Metropolitan District	2011 Direct	WPCRF	wastewater revenue	1,672,586			1,672,586	2031
Crowley, Town of	2011 Direct	WPCRF	wastewater revenue	1,662,764			1,662,764	2031
Monte Vista (Town of), Colorado	1999 Direct	WPCRF	wastewater revenue	1,601,736			1,601,736	2019
	2015 Direct	WPCRF	wastewater revenue					2035
Ralston Valley Water & Sanitation District	2006 Direct	WPCRF	general obligation	1,571,944			1,571,944	2026
	2006 Direct	DWRF	general obligation					2027
Crested Butte, Town of	2010 Direct	WPCRF	water and wastewater revenue	1,518,154			1,518,154	2031
	2012 Direct	DWRF	water and wastewater revenue					2032
Evergreen Metropolitan District	2009 Direct	WPCRF	wastewater revenue	1,506,919			1,506,919	2029
East Alamosa W&SD	2008 Direct	DWRF	water and wastewater revenue	1,500,000			1,500,000	2038
Lake Durango Water Authority	2009 Direct	DWRF	water revenue	1,460,017			1,460,017	2029
Fairplay Sanitation District	2008 Direct	WPCRF	general obligation	1,459,644			1,459,644	2028
Teller County Water & Sanitation District 1	2010 Direct	DWRF	water and wastewater revenue	1,426,819			1,426,819	2031
Fainways MD	2013 Direct	WPCRF	wastewater revenue	1,407,325			1,407,325	2033
Rangely, Town of	2013 Direct	DWRF	water revenue	1,399,348			1,399,348	2033
Stratton (Town of)	2007 Direct	DWRF	water revenue	1,338,029			1,338,029	2038
	2013 Direct	DWRF	water revenue					2044
	2008 Direct	DWRF	water revenue					2039
Grand County Water and Sanitation District No. 1, Winter Park, Colorado	1999 Series A	DWRF	general obligation	1,025,000	207,294	102,246	1,334,540	2018
	1999 Series A	WPCRF	general obligation					2018
Fowler, Town of	2014 Direct	WPCRF	wastewater revenue	1,330,000			1,330,000	2034
Palmer Lake, Town of	2009 Direct	DWRF	water revenue	1,315,590			1,315,590	2030
Cortez Sanitation District	2007 Direct	WPCRF	wastewater revenue	1,315,428			1,315,428	2027
Eagle River Water and Sanitation District, acting by and through its Water Activity Enterprise	1998 Series A	WPCRF	general obligation	1,165,000		93,124	1,258,124	2016
Evans, City of	2013 Direct	DWRF	water revenue	1,252,632			1,252,632	2023
Trinidad (City of), Colorado, acting by and through its Wastewater Enterprise	1998 Series A	WPCRF	wastewater revenue	1,145,000		85,250	1,230,250	2018
El Rancho Florida Metropolitan District	2011 Direct	DWRF	general obligation	1,214,188			1,214,188	2032
Kersey (Town of)	1999 Direct	WPCRF	wastewater revenue	1,188,506			1,188,506	2020
	2006 Direct	WPCRF	wastewater revenue					2026
Mountain View Water & Sanitation District	2009 Direct	WPCRF	wastewater revenue	1,141,920			1,141,920	2029
Larimer County LID - River Glen	2013 Direct	WPCRF	Special Assessments	1,125,666			1,125,666	2033
Baca Grande Water & Sanitation District	2009 Direct	DWRF	general obligation	1,122,622			1,122,622	2029
Idaho Springs (City of), Colorado, acting by and through the City of Idaho Springs Water Activity Enterprise	2002 Series A	DWRF	water and wastewater revenue	651,577	366,791	93,923	1,112,290	2022
	1997 Direct	DWRF	water and wastewater revenue					2017
	1996 Series A	WPCRF	water and wastewater revenue					2016
Gilcrest, Town of	2015 Direct	WPCRF	wastewater revenue	1,085,886			1,085,886	2035
Center, Town of	2015 Direct	DWRF	water revenue	1,084,617			1,084,617	2045
Boulder County	2006 Direct	WPCRF	special assessment	1,020,093			1,020,093	2025
Creede, City of	2009 Direct	DWRF	water revenue	1,019,654			1,019,654	2039
Antonito, Town of	2015 Direct	DWRF	water and wastewater revenue	1,010,149			1,010,149	2045
Glenwood Springs (City of), Colorado	1999 Series A	DWRF	sales & use tax	555,000	351,750	74,521	981,271	2018
Cedaredge, Town of	2015 Direct	WPCRF	wastewater revenue	975,000			975,000	2035
Larimer County LID (Berthoud Estates)	2014 Direct	WPCRF	special assesment	951,638			951,638	2034
La Veta, Town of	2008 Direct	DWRF	water revenue	949,015			949,015	2039
Erie, Town of, Colorado, acting by and through the Erie Wastewater Enterprise	1997 Series A	WPCRF	wastewater revenue	929,567		16,083	945,651	2017
	1997 Direct	WPCRF	wastewater revenue					2017
	2009 Direct	WPCRF	wastewater revenue					2030
Colorado City Metropolitan District, acting in the capacity of its Wastewater Enterprise	2003 Series A	WPCRF	wastewater revenues	435,000	394,240	78,848	908,088	2024
Navajo Western Water District	2012 Direct	DWRF	water revenue	885,843			885,843	2042
Loma Linda SD	2014 Direct	WPCRF	wastewater revenue	875,796			875,796	2035
BMR Metropolitan District	2010 Direct	DWRF	water revenue	859,447			859,447	2031
Las Animas (City of)	1998 Direct	WPCRF	wastewater revenue	851,074			851,074	2018
	2008 Direct	WPCRF	wastewater revenue					2028
	2013 Direct	WPCRF	wastewater revenue					2034
	2011 Direct	WPCRF	wastewater revenue					2032
La Jara (Town of)	2006 Direct	WPCRF	water and wastewater revenue	838,750			838,750	2026
	2005 Direct	DWRF	water and wastewater revenue					2025
	2015 Direct	WPCRF	water and wastewater revenue					2035
Yampa Valley HA (Fish Creek)	2015 Direct	DWRF	lot rent revenue	837,512			837,512	2045
	2015 Direct	WPCRF	lot rent revenue					2035
Williamsburg, Town of	2014 Direct	DWRF	water revenue	802,263			802,263	2044
Cucharas S&WD (DL#2)	2012 Direct	DWRF	water and wastewater revenue	769,549			769,549	2033
	2006 Direct	WPCRF	water and wastewater revenue					2027
	2006 Direct	DWRF	water and wastewater revenue					2027
Tree Haus Metropolitan District	2010 Direct	DWRF	general obligation	748,236			748,236	2031
Mancos, Town of	2011 Direct	WPCRF	wastewater revenue	746,795			746,795	2031
	2009 Direct	WPCRF	wastewater revenue					2029
Log Lane Village (Town of)	2005 Direct	DWRF	water revenue	721,666			721,666	2035
Elizabeth (Town of)	2007 Direct	WPCRF	water and wastewater revenue	714,011			714,011	2027
South Durango Sanitation District	2012 Direct	WPCRF	wastewater revenue	704,193			704,193	2032
Columbine Lake WD	2015 Direct	DWRF	water revenue	687,648			687,648	2035
Las Animas, City of	2008 Direct	DWRF	water revenue	622,533			622,533	2038
Walden (Town of)	2006 Direct	DWRF	water and wastewater revenue	619,097			619,097	2031
Pierce (Town of)	2006 Direct	WPCRF	wastewater revenue	618,943			618,943	2027
Hot Sulpher Springs, Town of	2012 Direct	WPCRF	wastewater revenue	617,155			617,155	2032
Boone (Town of)	2006 Direct	DWRF	water and wastewater revenue	616,433			616,433	2036
	2009 Direct	WPCRF	water and wastewater revenue					2030

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY
Clean Water Revenue Bonds
and
Drinking Water Revenue Bonds

*Summary of Borrowers
by Aggregate
As of March 1, 2016*

<i>Borrower</i>	<i>CWRPDA Issue</i>	<i>Program</i>	<i>Security Pledge</i>	<i>Remaining Bond/Loan Principal</i>	<i>Remaining Equity Principal</i>	<i>Remaining State Match</i>	<i>Total Remaining Funds</i>	<i>Loan Term</i>
Georgetown, Town of	2011 Direct	DWRF	water revenue	605,224			605,224	2031
Swink (Town of)	2004 Direct	DWRF	water revenue	566,901			566,901	2024
	2010 Direct	DWRF	water revenue					2041
Hillrose (Town of)	2007 Direct	DWRF	water revenue	560,422			560,422	2037
Kremmling Sanitation District	2005 Direct	WPCRF	wastewater revenue	556,589			556,589	2025
Mansfield Heights W&SD	2013 Direct	WPCRF	wastewater revenue	551,810			551,810	2033
Yampa, Town of	2014 Direct	DWRF	water and wastewater revenue	521,073			521,073	2045
Buena Vista Sanitation District	1998 Series A	WPCRF	wastewater revenue	475,000		35,190	510,190	2017
Hillcrest W&SD	2013 Direct	WPCRF	wastewater revenue	495,319			495,319	2033
Lake City, Town of	2015 Direct	DWRF	water and wastewater revenue	491,667			491,667	2045
Del Norte, Town of	2008 Direct	DWRF	water revenue	489,182			489,182	2029
Pinewood Springs Water District #2	2006 Direct	DWRF	water revenue	459,113			459,113	2026
Rye, Town of	2009 Direct	DWRF	water revenue	449,888			449,888	2039
Salida, City of	2011 Direct	DWRF	water and wastewater revenue	449,625			449,625	2032
Hotchkiss, Town of	2008 Direct	DWRF	water revenue	444,928			444,928	2028
Oak Creek (Town of)	2003 Direct	DWRF	water revenue	444,124			444,124	2023
Basalt, (Town of)	2002 Direct	DWRF	water revenue	425,536			425,536	2022
Manassa, Town of	2011 Direct	DWRF	water revenue	418,965			418,965	2041
Wellington (Town of)	2001 Direct	DWRF	water revenue	417,022			417,022	2022
Limon (Town of), Colorado, acting by and through its Water Enterprise	2000 Series A	DWRF	water revenue	375,000		34,992	409,992	2020
Arriba, Town of	2009 Direct	DWRF	water revenue	404,000			404,000	2039
Nunn (Town of)	1996 Direct	DWRF	water revenue	403,810			403,810	2016
	2011 Direct	DWRF	water revenue					2042
Shadow Mountain Village LID	2015 Direct	WPCRF	special assesment	402,827			402,827	2035
La Veta, Town of	2015 Direct	WPCRF	wastewater revenue	373,500			373,500	2035
	2014 Direct	WPCRF	wastewater revenue					2034
Springfield (Town of)	2006 Direct	WPCRF	wastewater revenue	373,460			373,460	2027
	2000 Direct	WPCRF	wastewater revenue					2020
Mustang Water Authority	2003 Direct	DWRF	water revenue	365,715			365,715	2024
Ordway (Town of)	2006 Direct	WPCRF	wastewater revenue	357,631			357,631	2027
	1996 Direct	WPCRF	wastewater revenue					2016
Julesburg (Town of)	2002 Direct	WPCRF	wastewater revenue	356,029			356,029	2022
Cortez, City of	2010 Direct	DWRF	water revenue	351,588			351,588	2030
Woodland Park (City of)	2002 Direct	DWRF	water revenue	336,534			336,534	2022
Alma, Town of	2011 Direct	DWRF	water revenue	335,922			335,922	2031
Ouray (City of)	2003 Direct	DWRF	water revenue and sales tax	317,938			317,938	2024
Larimer County LID (Fish Creek)	2014 Direct	DWRF	special assesment	308,214			308,214	2034
Monte Vista, Town of	2011 Direct	DWRF	water revenue	306,807			306,807	2042
Timbers W&SD	2013 Direct	DWRF	general obligation	306,250			306,250	2033
Platte Canyon Water & Sanitation District, Subdistrict #2	2008 Direct	DWRF	general obligation	301,696			301,696	2028
Bethune (Town of)	2006 Direct	DWRF	water revenue	292,600			292,600	2036
Tabernash Meadows W&SD	2011 Direct	WPCRF	water and wastewater revenue	292,000			292,000	2031
Olney Springs, Town of	2013 Direct	WPCRF	wastewater revenue	290,700			290,700	2033
Sedgwick, (Town of)	2006 Direct	DWRF	water and wastewater revenue	286,317			286,317	2036
Blanca, Town of (DL#2)	2011 Direct	DWRF	water and wastewater revenue	276,946			276,946	2041
Stratton, (Town of)	2006 Direct	WPCRF	wastewater revenue	275,030			275,030	2027
Evans (City of), Colorado, acting by and through its Wastewater Utility Enterprise	1998 Series A	WPCRF	wastewater revenue	254,422		16,420	270,842	2018
	1998 Direct	WPCRF	wastewater revenue					2019
La Plata County Palo Verde PID	2014 Direct	DWRF	water revenue	265,843			265,843	2034
Larimer County Local Improvement District No. 2007-1	2008 Direct	WPCRF	special assesment	262,171			262,171	2028
Julesburg (Town of), Colorado, acting by and through the Town of Julesburg, Colorado, Water Enterprise	1999 Series A	DWRF	water revenue	135,000	99,130	21,382	255,512	2019
Platte Canyon Water and Sanitation Subdistrict #1	2006 Direct	DWRF	water revenue	255,182			255,182	2026
Coal Creek, Town of	2013 Direct	DWRF	water revenue	254,144			254,144	2033
Rockvale, Town of	2009 Direct	DWRF	water revenue	245,786			245,786	2039
Buena Vista (Town of), acting by and through its Water Activity Enterprise	1998 Series A	DWRF	water revenue	130,000	91,913	23,272	245,185	2018
Hotchkiss, Town of	2015 Direct	WPCRF	wastewater revenue	242,239			242,239	2035
Westwood Lakes Water District	2003 Direct	DWRF	general obligation	234,857			234,857	2023
Ordway (Town of)	2007 Direct	DWRF	water revenue	227,153			227,153	2037
	2006 Direct	DWRF	water revenue					2037
Sugar City (Town of)	2006 Direct	WPCRF	wastewater revenue	216,703			216,703	2026
	2009 Direct	WPCRF	wastewater revenue					2028
Cheyenne Wells Sanitation District #1	2010 Direct	WPCRF	wastewater revenue	216,335			216,335	2031
Larimer County LID 2008-1 (Hidden View Estates)	2010 Direct	WPCRF	special assesment	206,631			206,631	2031
Pine Drive Water District	2010 Direct	DWRF	water revenue	194,248			194,248	2030
Haxtun (Town of)	2006 Direct	WPCRF	wastewater revenue	191,143			191,143	2027
Kit Carson, Town of	2009 Direct	WPCRF	water and wastewater revenue	187,775			187,775	2030
Sterling (City of), Colorado, acting by and through its Sewer Enterprise	1997 Series A	WPCRF	wastewater revenue	170,000		11,978	181,978	2016
Pritchett, Town of	2015 Direct	WPCRF	wastewater revenue	179,500			179,500	2035
Crested Butte (Town of), Colorado	1996 Series A	WPCRF	general obligation	160,000		11,900	171,900	2016
Garden Valley Water & Sanitation District	2004 Direct	WPCRF	water and wastewater revenue	166,259			166,259	2024
Olde Stage Water District	2005 Direct	DWRF	water revenue	165,028			165,028	2025
	2008 Direct	DWRF	water revenue					2029
Cokedale, Town of (DL #2)	2014 Direct	WPCRF	Water and wastewater revenue	155,684			155,684	2034
Thunderbird Water and Sanitation District	2002 Direct	DWRF	water revenue	150,245			150,245	2012
Pritchett(Town of)	2006 Direct	DWRF	water revenue	136,667			136,667	2036
Bristol Water and Sanitation District	2006 Direct	DWRF	water revenue	133,333			133,333	2035
Arapahoe Estates Water District	1997 Series A	DWRF	general obligation	50,000	68,445	12,938	131,383	2017
Louviers WS&D	2012 Direct	DWRF	water revenue	128,013			128,013	2043
Genoa (Town of)	2006 Direct	DWRF	water revenue	125,417			125,417	2037
Cherry Hills Heights Water and Sanitation District	2010 Direct	WPCRF	property tax revenue	110,638			110,638	2020

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY
Clean Water Revenue Bonds
and
Drinking Water Revenue Bonds

*Summary of Borrowers
by Aggregate
As of March 1, 2016*

<i>Borrower</i>	<i>CWRPDA Issue</i>	<i>Program</i>	<i>Security Pledge</i>	<i>Remaining Bond/Loan Principal</i>	<i>Remaining Equity Principal</i>	<i>Remaining State Match</i>	<i>Total Remaining Funds</i>	<i>Loan Term</i>
Divide MPC Metropolitan District 1	2010 Direct	DWRF	water revenue	110,472			110,472	2030
Seibert, Town of	2009 Direct	WPCRF	wastewater revenue	108,750			108,750	2030
Romeo (Town of)	2007 Direct	WPCRF	water and wastewater revenue	108,264			108,264	2028
Silver Plume, Town of	2011 Direct	WPCRF	wastewater revenue	105,684			105,684	2031
Naturita, Town of	2012 Direct	WPCRF	water and wastewater revenue	104,880			104,880	2032
Bennett (Town of)	2006 Direct	WPCRF	wastewater revenue	104,257			104,257	2026
Merino, Town of	2012 Direct	DWRF	water revenue	103,274			103,274	2043
Simla, Town of	2012 Direct	WPCRF	wastewater revenue	101,500			101,500	2033
Dinosaur, Town of	2015 Direct	WPCRF	wastewater revenue	97,500			97,500	2035
Crowley, Town of	2012 Direct	DWRF	water revenue	93,333			93,333	2043
Mesa Water & Sanitation District	2011 Direct	DWRF	water and wastewater revenue	92,876			92,876	2041
Sedalila Water & Sanitation District	2000 Direct	DWRF	general obligation	92,645			92,645	2019
Penrose Sanitation District	2008 Direct	WPCRF	wastewater revenue	92,160			92,160	2029
Kim, Town of	2008 Direct	DWRF	water revenue	90,467			90,467	2038
Flagler, Town of (DL)	2015 Direct	DWRF	water revenue	83,000			83,000	2046
Left Hand Water & Sanitation District	2000 Direct	WPCRF	general obligation	77,932			77,932	2020
	1999 Direct	WPCRF	general obligation					2018
	1998 Direct	DWRF	general obligation					2018
Thunderbird Water and Sanitation District	1999 Direct	DWRF	general obligation	77,918			77,918	2019
Chatfield South Water District	1998 Direct	DWRF	general obligation	76,403			76,403	2018
Pinewood Springs Water District	2004 Direct	DWRF	general obligation	66,037			66,037	2024
Manzanola, Town of	2008 Direct	WPCRF	wastewater revenue	64,800			64,800	2029
Eckley, Town of	2008 Direct	DWRF	water revenue	62,500			62,500	2028
Redstone Water and Sanitation District	1998 Direct	DWRF	general obligation	60,185			60,185	2017
Pagosa Springs Sanitation District	1997 Direct	WPCRF	general obligation	48,813			48,813	2016
Fairplay (Town of)	1997 Direct	DWRF	water revenue	25,473			25,473	2017
Westlake Water and Sanitation District	1997 Direct	DWRF	general obligation	15,278			15,278	2017
Bayfield (Town of)	1996 Direct	DWRF	water revenue	13,411			13,411	2016
Manzanola (Town of)	1997 Direct	WPCRF	general obligation	8,945			8,945	2017
Log Lane Village (Town of), Colorado	1995 Direct	WPCRF	wastewater revenue	4,656			4,656	2016
				610,360,617	142,845,220	44,413,970	797,619,807	