

Inquiry Summary (as of 8.17.18)	Referenced Operator Agreement (Section)	Referenced CDP (Section)	Referenced CDP Page Number (per section)	Referenced CDP Page Number (per total document #1502)	Inquiry Description	Response
Councilmember requests complete Risk Assessment be provided to Broomfield					This request was made during the August 14, 2018 City Council Special Meeting to see things like probabilities of occurrence, mitigation steps, evaluations of risk against mitigation strategy costs, impacts, matrices and tables used, numbers used to evaluate risks, response options considered, contingency plans, start and stop triggers, how "near negligible" is defined, what is being done differently from Windsor site where explosion occurred, Extraction risk registry numbers, what the potential failures would be that would present a risk such as a vapor cloud.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Councilmember asked what the pipeline pressure testing frequency will be at all new pads.					The CDP only provides pressure testing frequency for the Livingston pad (twice annually).	Tami Yellico responded during the City Council meeting that the pipelines on all pads will be tested twice annually and this is a provision of the MOU.
Councilmember asked for clarification on whether the drilling mud would be water-based or would contain recycled oil.					Apparently there is conflicting information in the CDP which was also presented during the public comments.	Laura Davis responded during the City Council meeting that per the COGCC Form 2 applications indicate that oil based drilling fluids will be used.
Councilmember indicated that Broomfield needs to request copies of the videos that Extraction intends to record for their site security program.					This request would allow Broomfield to perform their own root cause analyses for incidents.	As part of an investigation, videos may be requested.
Councilmember indicated that he wants the new baseline noise and air monitoring programs to be performed by Extraction to be performed either at the new pad locations or at the location of the nearest residents.						Provisions associated with performing a new baseline noise impact study is included as a condition of CDP approval. Broomfield will have approval authority for the contractor used, location, and method(s) used in the study.
Councilmember wants the CDP revised so that it does not state that "Broomfield put the numbers in the Risk Registry".						Charles Taylor has confirmed in writing that they put the risk probability numbers in the Risk Registry, which is no longer in the CDP. Charles Taylor has also indicated in writing that those numbers are inaccurate.
Councilmember wants the Evacuation Plan section of the CDP to be revised so that it does not state that there will be "busing from the schools" when some of the school do not have busing.						There is an evacuation plan that addresses school evacuations, even for schools that do not have buses. It includes the following: If evacuation is determined to be the best strategy for the situation, upon notification from Incident Command or the Emergency Operation Center, Adams 12 will dispatch the closest available buses. This will be done in coordination with the Police Department, with officers controlling traffic to allow access to the schools. Staff and students will remain in shelter in place until the buses arrive, then following their plan, they will board buses as they arrive. The students and staff will be taken to the reunification site determined by the school district. Parents will be notified to this location and will be reunited with their children at this location.

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Councilmember stated that the issues that occurred with protective species and wetlands needs to be addressed.						The Colorado Division of Wildlife has investigated and found no violation of state law.
Councilmember asked for the total acreage of surface disturbance and how much the County will be paid.					Kristan Pritz responded with the payment for these lands but was not able to provide the acreage during the Council meeting.	\$1,200 x 34 acres (see attached map) = \$40,800
Councilmember indicated there needs to be commitments for improvements to contractor education and communication.						A condition of CDP approval is that Extraction will notify its subcontractors of all relevant requirements and require all subcontractors to comply with the conditions of the Operator Agreement and the CDP.
Councilmember pointed out that there are no wildlife Best Management Practices.						The wildlife provisions extend from Broomfield's Engineering Standards and Specification and the requirement for 20-day environmental letter for all permits.
Councilmember stated that she has concerns about Broomfield's ability to monitor and hold Extraction accountable for their actions.					This stems from the access road regrading where burrowing owl nests are located.	The City plans to use frequent inspections to monitor and report on any violations. Violations of the Operator Agreement, including the CDP, may be prosecuted in Municipal Court and punishable as provided in Chapter 1-12 for each day in which a violation exists. In addition, the City may institute an injunction, mandamus, abatement, or other appropriate action or proceeding to prevent, enjoin, abate, or remove such unlawful use. In the event of a breach of the Operator Agreement, the City may seek judicial relief, including a temporary restraining order and injunction. Provisions of the CDP that are also conditions of the COGCC permit or subject to COGCC rules, may be referred to the COGCC for enforcement action, including action to shut down operations. The City's action will depend upon the nature and facts surrounding the specific violation. The City is working on an overall plan to guide its enforcement actions.
Councilmember wants the SPCC plan included in the Waste Management Plan.						Spill Prevention, Control, and Countermeasures Plans requirements are specific to petroleum products and are threshold-based and not all sites will require an SPCC plan. SPCC does not apply to pipelines when calculating the quantity thresholds. It is also not specific to waste. The chemical inventory, quantities, and containers utilized that are included in the Hazardous Materials Management Plan provide the pertinent information needed for emergency preparedness and response. Pertinent items will be added to the site inspection criteria.

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Councilmember stated that there is no mention of mobilization and demobilization in the Site Plan of the CDP and that the MOU requires that it be discussed						A condition of CDP approval is that final plans submitted by Extraction shall include all specifically listed requirements of Section 9(A) & (B) of the Operator Agreement.
Councilmember stated that the Air Quality Mitigation Plan does not include discussions of filtration systems or additives to drilling and fracturing fluids, and need to be added.						Odor emitting from Well Sites must be controlled. Operator to prevent odors from oil and gas operations by proactively addressing and, to the extent possible, resolving complaints filed by impacted members of the community, in coordination with City public health staff. Operator must use a filtration system or additives to the drilling and fracturing fluids to minimize odors. Operator is prohibited from masking odors from any oil and gas facility site by using masking fragrances.
Council Member Stated that he could not locate the shut-in protocols in the Emergency section of the CDP but they are in the MOU and should be added to the CDP.						A condition of CDP approval is as required by the Operator Agreement, BMP #19(k), Extraction shall provide its emergency shutdown protocols and promptly notify the City of any emergency shut downs that would have an impact to any area beyond the confines of the Well Site.
Councilmember stated that the discussions in the MOU about reporting of spills needs to be carried over to the CDP.						A condition of CDP approval that Extraction is to add a provision to Section J - Response Preparedness Plan that any spill outside of the containment area, that has the potential to leave the facility or to threaten waters of the state, or as required by the City-approved Emergency Plan shall be reported to Broomfield as soon as possible, but no later than 24-hours, as referenced in Exhibit B
Mayor would like Broomfield to write a letter to Extraction on the next CDP response with the requirements brought forth by the residents.						The following items are included in the conditions for CDP approval: Extraction will revise Attachment B to Section J - Response Preparedness Plan to add the following two items/agreements: The City will be constructing water lines and installing fire hydrants to locations closer to Extraction's Well Sites. Extraction agrees that it will reimburse the City for the City's actual costs for such construction and installation, not to exceed \$400,000. Extraction will make such reimbursement to the City within thirty days of the City presenting Extraction with an executed contract for the work to be completed. Notwithstanding the foregoing, any failure by the City to make these improvements timely or not at all shall not serve to delay Extraction in any way. Extraction will pay for the items included on Attachment B rather than just providing them.
Councilmember asked if the pig launcher and recovery site west of Huron was agreed to in the Surface Use Agreement because he did not see this in the MOU.						The proposed pig launcher site was agreed to and is indicated on Exhibit C of the Surface Use Agreement, which is Exhibit H of the Operator Agreement. Also, the pig launcher is contemplated by the pipeline BMPs that are Exhibit D to the Operator Agreement, which requires regular pigging on the pipelines.

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Councilmember asked how many conditions of approval does there need to be before Broomfield decides to reject the CDP.						The Operator Agreement requires that the approval of the CDP not be unreasonably withheld or delayed.
Councilmember stated that she would like to see the risk matrix in the CDP.					She understands that the Risk Assessment is an evolving document and that changes should be reported to Broomfield. She also understands that the Risk Plan is a fixed or stationary document.	A condition of the CDP approval is that prior to the beginning of the Drilling Phase at any well site and subject to the approval of the City and County Manager, Extraction will provide the Risk Analysis, as referenced in the CDP in Section (W) Alternative Site Analysis, in sub-Section 7.5, and such Risk Analysis should support all of those critical risks identified in the Risk Management Plan.
Not following the state rules and local agreement in terms of notice to mineral owners regarding forced pooling	Operator Agreement states on p. 99-100 in 6. City Minerals				The intent of the 60 day notice requirement written into the Operator Agreement on pp. 99-100 in Section 6 was to give the residents of Wildgrass at least 60 days to consider an offer of lease before being subject to forced pooling. However, the forced pooling election letters that Extraction just sent to Wildgrass, Broadlands and Silverleaf demanded a response within 35 days. Similarly SB18-230 was intended to give mineral owners at least 60 days to consider a lease offer, as the pamphlet from the COGCC makes clear: "Each unleased mineral owner has 60 days to choose whether to lease, participate, or take no action." Extraction responded to the City's inquiry on behalf of the mineral owners with an obfuscation and vague remark that they will send out another lease offer.	The Settlement Agreement provides: "Operator will provide any unleased mineral holders within the Wildgrass subdivision with forced pooling notices and lease offers at least 60 days prior to any hearing on a forced pooling application." SB18-203 states that the offer must be tendered no later than 60 days before the forced pooling hearing. Extraction has not filed any pooling applications with the COGCC. Given that no hearing date has been set, non-compliance cannot be established.
Ability to Use Dual Drilling Rigs Not Verified					As pointed out in "reject CDP" letter #2, it is #1 in the July 27 greenline document and Extraction does not address it. Also in #33 in the greenline document, it states, "Extraction has added the following to the CDP: "The Electrification Plan remains a work in progress, subject to the final complete technical and inter-connection details for powering the drilling rig(s). Extractions shall provide additional details on the Electrification Plan as requested by Broomfield, which shall then be incorporated into Section 3.0 of the CDP at that time."	Use of dual drilling rigs is not a requirement of the Operator Agreement. The Interchange and Northwest pads will both be served by a single feeder from the Green Substation. The United and Livingston pads will be served by separate feeders from the Parkway Substation. The 7/27/2018 Electrification Plan states "Concurrent operation of more than one EDR [Electric Drilling Rig] at each site, or two individual sites fed concurrently from the same feeder, cannot be supported and could result in curtailment." Therefore, only one drilling rig can operate at a time on the combined Interchange and Northwest pads. However separate rigs can run simultaneously at the United and Livingston pads.
Enforcement					What is the City's plan to enforce the CDP? How do you approve this type of document without having specific enforcement measures established and agreed upon.	The City plans to use frequent inspections to monitor and report on any violations. Violations of the Operator Agreement, including the CDP, may be prosecuted in Municipal Court and punishable as provided in Chapter 1-12 for each day in which a violation exists. In addition, the City may institute an injunction, mandamus, abatement, or other appropriate action or proceeding to prevent, enjoin, abate, or remove such unlawful use. In the event of a breach of the Operator Agreement, the City may seek judicial relief, including a temporary restraining order and injunction. Provisions of the CDP that are also conditions of the COGCC permit or subject to COGCC rules, may be referred to the COGCC for enforcement action, including action to shut down operations. The City's action will depend upon the nature and facts surrounding the specific violation. The City is working on an overall plan to guide its enforcement actions.

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Extraction avoids completing Emergency Plans by calling them living documents						Extraction has completed an Emergency Response Plan and it is subject to revision. The Emergency Plan/Tactical Response Plan is only one part of the overall planning process which also includes the Emergency Operation Plan (EOP) and Field Operating Guidelines (FOG) These plans are continually being evaluated and updated as needed. The Evacuation Plans are the responsibility of the Emergency Manager who will work in conjunction with City and NMFRD Staff.
Extraction pledge to do new Air Quality and Baseline Noise Testing needs to be in writing in CDP					From Draft Conditions as follow up to vague Extraction promises in greenline document "In advance of well pad construction, baseline air quality and baseline noise testing will be completed for each of the four general drilling locations prior to commencement of pad construction, with the contractor, location, and method of such testing being subject to the reasonable approval Broomfield, and Extraction will amend the CDP accordingly."	The Operator Agreement at Exhibit B, Page 10, Item 20.C requires air quality testing. Broomfield is requesting that provisions to do new air quality and noise baseline testing will be included as a condition of CDP approval and the CDP will be amended accordingly.
Extraction response on odor complaints not specific					In point 10 of the green lined document, it states, "Broomfield also requests more specificity regarding the manner and time frame in which Extraction will respond to odor-related citizen complaints." Extraction's vague response is adequate, "Extraction will have telephone hotlines established for the various phases and will respond as immediate as possible, provided concerns are legitimate and the hotlines are not abused."	Citizens will be able to submit complaints to Broomfield. Complaints, including odor complaints, will be investigated and the appropriate actions taken. This is independent of Extraction's complaint process.
Extraction will send mailers to residents south of Davis Open Space					Greenline 22, "The CDP should state that Extraction will provide the public outreach to the residents concerning the new road alignment. Extraction has agreed to send mailers to residents immediately adjacent to the south of the Davis Open Space indicating the final alignment of the access drive located between Sheridan Parkway and Huron Street. Extraction will confirm this agreement in writing.	Broomfield is requesting provisions for Extraction send mailers to the closest privately owned occupied structures immediately to the south of the Davis Open Space regarding the final alignment of the access drive, at the sooner of, seven days prior to the start of construction of this access drive or, within thirty days of the date of this letter, as a condition of CDP approval.
No CDP Approval Before Final Approval of Permits by COGCC					Extraction itself states that the CDP will not be approved until after the permits are approved by the COGCC, but it incorrectly assumed that this would occur at the August 1 hearing. The permits are still not approved by the COGCC as of August 13, and the CDP should not be approved until the permits are approved. In the July 27 greenline document, question 46 from the City states, "46. Additionally, we would request a statement in the CDP that if the Colorado Oil and Gas Conservation Commission or the Colorado Department of Health and Environment recommend or make changes to the well site locations or the CDP, if Broomfield agrees in writing, that the CDP will be amended at that time." Extraction's response is, "Final approval of the CDP will be not given until after the August 1, 2018 COGCC hearing." Extraction's statement indicates that it agrees with the City that changes could be made impacting the CDP until the COGCC approves the permits, so Extraction should not object to waiting for CDP approval until that time.	The hearing on the Interchange & Northwest Pads was conducted on August 1, 2018, with direction for the COGCC Director to process the those perits as she deemed appropriate. The Operator Agreement does not require COGCC approval of the permit before the CDP may be approved.
Security guards at well sites					Greenline 16. The City asks for TRP evacuation maps and Extraction does not provide them. Extraction states the reason as the fact that they are "living documents" that are "subject to change."	Broomfield is requesting provisions in the CDP for Extraction to place security guards at each of its Well Sites through the Completions Phase and amend the CDP accordingly.
Variance on grade at Livingston Site					The City requests with Point #7 in the green lined document that Extraction's maximum grade to the Livingston Pad be only 6%. Extraction claims that Engineering will accept a 6.8% grade and it will submit an administrative variance request. There is no proof of Engineering's acceptance and the request has apparently not been submitted.	Engineering has reviewed this request and determined that the variance will not negatively impact safety. This request remains subject to administrative permit approval by the Engineering division.
Conduct Pipeline Risk Analysis	Exhibit B - Sec 3	Not addressed			Per Exhibit B - Section 3 of the Operator Agreement, "If requested by the City, Operator will conduct a risk analysis to identify potential risks associated with pipelines and the measures implemented that are intended to mitigate such risks." The City must request this risk analysis which is necessary to ensure protection of the health, safety, and welfare of the residents. This risk analysis is not included in the CDP.	Broomfield is requesting Extraction amend the CDP to include risks associated with pipelines, associated mitigation efforts & resulting risk probability pursuant Operator Agreement, Ex. B, BMP#3.

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Risk - Frac Hits	OA - Sec 9(A) Exhibit B - Sec 19(C) Exhibit B - Sec 55 Exhibit B - Sec 36	Not addressed			<p>No plugged and abandoned wells are referenced anywhere in the CDP document. They are not marked in the detailed site plans, the Vicinity Plan, or in the Emergency Response Plan. This is required by the MOU and the Municipal Code. In the MOU: Section 9 (A) clearly includes Abandoned Wells as something that needs to be identified in the CDP. In the Municipal Code: III. - Administrative Approval by Memorandum of Understanding, 17-54-200 - Enhanced standards, Section 37: Plugged and abandoned wells.</p> <p>Operator shall comply with COGCC DJ Basin Horizontal Offsite Policy, dated June 20, 2013, as amended from time to time. The operator shall provide documentation submitted to COGCC per that policy to the city, and permit the city an opportunity to comment to COGCC.</p> <p>This was never completed per the Municipal Code.</p> <p>Will the City put on public record that they waived these requirements?</p> <p>The City has approved the development of neighborhoods (Broadlands, Wildgrass, and Anthem) directly on top of plugged and abandoned wells. Since the City approved building neighborhoods on top of these sites, they are responsible for ensuring that the people who bought homes are adequately protected.</p>	Broomfield is requesting Extraction amend the CDP to include risks associated with Frac Hits as part of the risk analysis/risk management plan will be included as a condition of CDP approval.
HVAC School Filters	Exhibit B - Sec 19				<p>Operator shall pay for reasonably necessary training and equipment. This should include any resources needed by the Adams 12 School District for training of staff as well as any equipment that would be needed in an emergency (e.g., shelter in place ventilation).</p> <p>Standard HVAC filters will not filter out VOCs. Specialized air filters are required for Shelter-In-Place to capture VOCs. This expense should be the responsibility of the operator.</p>	Standard protocol during shelter in place is to shut down HVAC and filtration is not needed.
Operator Shall Pay for Reasonably Necessary Training and Equipment	Exhibit B - Sec 19				<p>Operator shall pay for reasonably necessary training and equipment. This should include any resources needed by the Adams 12 School District for training of staff as well as any equipment that would be needed in an emergency (e.g., shelter in place ventilation).</p>	NMFRD is satisfied with existing equipment, supply and training agreement with Extraction.
Operator Shall Pay for Reasonably Necessary Training and Equipment - Respirators	Exhibit B - Sec 19				<p>Operator shall pay for reasonably necessary training and equipment. This should include any resources needed by the Adams 12 School District for training of staff as well as any equipment that would be needed in an emergency (e.g., shelter in place ventilation).</p> <p>Standard face masks will not prevent against inhalation of VOCs in a high emissions event. Fitted Respirators (half face or full face) are required for VOCs, especially during flowback and/or explosions. This expense should be the responsibility of the operator.</p>	Previously addressed. See http://bit.ly/BroomfieldCDPCitizenConcernsResponsesAugust
Reports on Emergency Preparedness	Exhibit B - Sec 19				Need Specific Plans and time frame for Updates to Emergency Preparedness Plans	Section 1.0 of the TRP states that there will be an annual review
Risk - Frac Hits	Exhibit B - Section 36.1.				Per Exhibit B - Section 36.1., "Based upon examination of COGCC and other publicly available records, identification of all Previously Abandoned Wells located within 1/4 mile of the projected track of the borehole of a proposed well."	Provisions to include Frac Hits as part of the risk analysis/risk management plan will be included as a condition of CDP approval.

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Administrative Approval can NOT be issued	OA - 12				<p>Administrative Approval shall only be given IF "such operations comply with the requirements of this Agreement, including the BMPs set forth on Exhibit B. The following clauses in the MOU can only be enacted "So long as the Operator complies with the terms and conditions of this Agreement." (1) the City gave up the right to "protest, request a hearing, oppose or object in any forum to any permits, applications or similarly related approvals related to the Operator's oil and gas operations subject to this Agreement"; (2) the City shall provide written approvals and grant any waivers or variances that are reasonably requested by Operator related to the oil and gas operations subject to this Agreement; (3) the "Operator shall not be required to submit any minor variances or amendments to the proposed plan of operations so long as the Operator provides notice to the City and such minor variances or amendments comply with the requirements of this Agreements, the Broomfield Municipal Code and COGCC rules and regulations; Extraction has not uphold the agreement and remains in breach of contract from the date they submitted for State Permits (provide reference to attorney's letter). Therefore, no administrative approvals can be granted per the MOU Conditions. During negotiations based on Task Force recommendations, Extraction agreed to do "conduct a risk analysis". This is a negotiated requirement and one which they agreed to as they included in writing in the CDP. If Extraction does not agree to conduct a risk analysis, then this is NOT a FINAL CDP and they must resubmit the CDP and renegotiate with the City stating how they are going to uphold the Broomfield Municipal Code (including protection of health, safety, and welfare, and the environment) without doing a risk analysis.</p>	Broomfield is requesting Extraction to provide a Risk Analysis as a condition of CDP approval.
Default and Remedies - Health, Safety, and Welfare Clause	OA - 22				<p>Per the Default and Remedies Clause, the City and the Operator are required to uphold the protection of health, safety, welfare, and the environment which states, " Notwithstanding the foregoing, if either Party believes that the dispute will not otherwise be resolved in a sufficiently prompt and effective manner or if either Party determines that action is necessary for the protection of health, safety, welfare or the environment, such Party may, at its discretion, take such legal action and seek such legal or equitable remedies as it determines to be appropriate or necessary to protect and enforce its rights under this Agreement. Such remedies may include, without limitation, an injunction to stop an alleged violation or an order requiring the performance by the other Party, or other remedies permitted under law or this Agreement. The City does not waive its right to seek enforcement under the Broomfield Municipal Code for a breach that Operator has remedied under this provision." The City has the right to require Extraction to provide the risk analysis, verify that the numbers are accurate, and request remedies not yet addressed for the protection of health, safety, welfare, and welfare.</p>	In the draft CDP, Section W, Alternative Site Analysis, Extraction referenced a risk analysis. Broomfield is requesting Extraction to provide a Risk Analysis as a condition of CDP approval.
Conflict in Operator Agreement Stemming from Extraction Filing for State Permits Prior to Approved CDP	OA - Sec 12				<p>The Operator Agreement states in Section 12 City Administrative Approvals, "So long as the Operator complies with the terms and conditions of this Agreement, (in) the City agrees that it shall not protest, request a hearing, oppose or object in any forum to any permits, applications or similarly related approvals related to the Operator's oil and gas operations subject to this Agreement..." The fact that Extraction submitted their applications to the State prior to having a final CDP has now put the City into a precarious position in which the time to "protest, request a hearing, oppose or object in any forum to any permits" has past. Extraction was and still is in breach of contract for submitting their forms 2 and 2A to the COGCC prior to having a CDP that complied with the requirements set forth in Exhibit B of the Operator Agreement. To remedy the breach, Extraction must withdraw their permits and/or permit applications for all 84 wells in Broomfield and resubmit after they submit a CDP which meets the requirements set forth in Exhibit B.</p>	The Operator Agreement does not require COGCC approval of the permit before the CDP may be approved.
Required to Uphold Colorado Law - Including Martinez v. COGCC Published Opinion	OA - Sec 26				<p>The following is currently Colorado law and as such must be upheld by the City and County of Broomfield: Martinez vs Colorado Oil and Gas Conservation Commission. The Colorado Court of Appeals Decision - March 23, 2017: The opinion explains: "The plain meaning of the statutory language [of section 34-60-102(1)(a)(I)] indicates that fostering balanced, non wasteful development is in the public interest when that development is completed subject to the protection of public health, safety, and welfare." The opinion is a "published opinion." Colorado Appellate Rules (CAR) Rule 35(e): "Published Opinions of the Court of Appeals" States: Opinions designated for official publication must be followed as precedent by all lower court judges in the state of Colorado. Colorado has no rule which suspends Rule 35(e) during the pendency of Supreme Court review. The published opinion is precedent which is therefore common law.</p>	Broomfield is complying with Colorado law. The Martinez decision addressed the standard to be used by COGCC. It does not apply to this decision to administratively approve the CDP under the Operator Agreement. Additionally, the CDP and the BMPs set forth in the Operator Agreement provide for the protection of public health, safety, and welfare.

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Are Requirements Enforceable?	OA - Sec 27				<p>"The Parties understand and agree that the City may enforce violations of this Agreement under Chapter 17-54, as amended, of the Broomfield Municipal Code."</p> <p>We need to verify that these operations can be shutdown and not just collect fines and fees per 17-54</p>	<p>In case of any violation of Chapter 17-54, the city attorney may institute an injunction, mandamus, abatement, or other appropriate action or proceeding to prevent, enjoin, abate, or remove such unlawful erection, construction, reconstruction, alteration, or use. In the event of a breach of the Operator Agreement, the City may seek judicial relief, including a temporary restraining order and injunction. In addition, the city may report violations of COGCC permits or state and federal rules/regulations to appropriate state and federal officials.</p>
Severability	OA - Sec 29(a)				<p>This contract must be fully protective of public health, safety, and welfare, and the environment as required by applicable state and local laws. If any part of this agreement is found to be in conflict with those laws, those portions in the conflict are null and void.</p>	<p>All of the provisions of the Operator Agreement are in compliance with Colorado law.</p>
CDP Requirements not fulfilled prior to submission of COGCC Form 2 and/or Form 2A	OA - Sec 9				<p>Extraction submitted for State Permits prior to fulfilling the requirements of Item 9 of the Operator Agreement which required Extraction to submit a CDP including 23 specified plans (A-W) which must comply with the requirements set forth in Exhibit B. Until Extraction withdraws their applications previously submitted to the COGCC, they remain in breach of contract. Any State Permits received based on knowingly incomplete or incorrect information should be considered fraudulent and in breach of the contract.</p> <p>As stated in the letter from Attorney Sullivan to Eric Crist on June 29, 2018, the City informed Extraction that the CDP submitted on Dec 15, 2017 failed to comply with the Operator Agreement which was in breach. If Extraction does not remedy this breach by withdrawing all previously submitted applications, the City will be left in a precarious situation in which Extraction's State permits are based on incomplete and inaccurate information and the COGCC will only have oversight based on such information and not in alignment with the complete CDP.</p> <p>At the time of submittal, the plans were insufficient. At this time, issues still remain including, but not limited to:</p> <p>Item 9A - required to submit detailed site plan for all well sites that includes MINES and PLUGGED WELLS. However, the location of existing mines in which methane pockets could occur or soil instability could prove problematic are not indicated on the drawing. Also, plugged and abandoned wells are not indicated and must be tested and monitored as there is potential for a frac hit or a casing failure along a fault line.</p> <p>Item 9C - Project schedule is dependent on 2 drilling rigs.</p> <p>Item 9E - Noise Impact Mitigation Plan was based on errant data (including the loud, chirping bird).</p> <p>Item 9G - Traffic Management Plan. Previous data was collected on low travel day during Memorial Day weekend - not during the busy morning commute.</p> <p>Item 9I - Air Quality Impact Mitigation Plan - Enforcement mechanisms are not in place to immediately stop emissions, leaks, and releases as they are discovered based on air monitoring data. Fines and penalties will not protect the health and safety of the residents.</p> <p>Item 9J - Emergency Response Preparedness Plan is not complete. ThunderVista K-8 is a walking school. At dismissal, students will be brought to the black top from which the students head home - many of which are walkers. If a well blowout or explosion were to occur at school release time, there is not plan in place to evacuate these kids to a</p>	<p>The Operator Agreement does not require COGCC approval of the permit before the CDP may be approved. Broomfield is requesting Extraction to submit final site plans that include all requirements of Section 9(A) of the Operator Agreement. Use of dual drilling rigs is not a requirement of the Operator Agreement. Broomfield is requiring a new baseline noise study. The Traffic Engineer is satisfied with the Traffic Study. See previous response on enforcement. Emergency responders are satisfied with the Emergency Response Plan.</p>
Error in Operator Agreement	OA - WHEREAS (paragraph 7)				<p>The following statement references a non-existent section the Municipal Code, "WHEREAS, the City and Operator value a balanced approach to oil and gas development that is protective of public health, safety, and welfare, including the environment and wildlife resources. To that end, in order to achieve these goals in a cooperative manner, the City and the Operator enter into this Agreement pursuant to Chapter 1-54 of the Broomfield Municipal Code ("BMC") allowing for this Agreement to adopt the best management practices set forth in Exhibit B (hereinafter referred to as "BMP"s) for Operator's oil and gas operations at Well Sites set forth on Exhibit A;" Should this refer to Chapter 17-54?</p>	<p>Reference is incorrect. This does not impact the substance of the Operator Agreement. In the body of the Operator Agreement Chapter 17-54 citations are correct, including in Sections 12 and 27.</p>
Submission of BMPs to COGCC on Form 2 and Form 2A Prior to FINAL CDP	Operator Agreement - Exhibit B				<p>"Operator shall include the BMPs listed in this Exhibit B on all... Form 2 and... Form 2A... submitted to the Commission for a "New Well" on the Well Sites."</p> <p>Has it been verified that Extraction submitted ALL BMPs on their Form 2 and Form 2A applications? Since they submitted their applications prior to having a complete and accurate Comprehensive Drilling Plan, it is likely that not all BMPs were attached. Not to mention, this early submittal breached the contract.</p> <p>The COGCC has stated that they cannot enforce the BMPs that are not within their authority, expertise, and jurisdiction. Has the City verified that they are able to fully enforce those BMPs through the Operator Agreement which states they may enforce violations of this Agreement under Chapter 17-54?</p>	<p>Yes, Extraction submitted all BMPs in Exhibit B to the Operator Agreement on all Form 2A applications to the COGCC. The Operator Agreement at section 27 specifically provides for enforcement of violations of the Operator Agreement under Chapter 17-54 of the Broomfield Municipal Code.</p>

Inquiry Summary (as of 8.17.18)	Referenced Operator Agreement (Section)	Referenced CDP (Section)	Referenced CDP Page Number (per section)	Referenced CDP Page Number (per total document #1502)	Inquiry Description	Response
Boulder Floodplain Update					Is Broomfield using the most up to date floodplain and floodway areas for water law Regulations? Boulder county just released their updated flood plains and floodways. Do we have these maps updated in Broomfield? Has Broomfield recently updated their flood plains and floodways? The most recent versions must be used to ensure proposed operations are not in a floodway or floodplain.	Yes. Broomfield is using up to date floodplain and floodway information.
COGCC Statement - Must "Comport With"					The COGCC spacing orders for these spacing units indicate that any Permits for the wells within these spacing units must "comport with the Agreement".	There is nothing on the permits that is contrary to the Operator Agreement.
COGCC Statement - Must "Comport With"					The COGCC acknowledges that the Commission instructed "staff to ensure that Extraction's Form 2A applications in Broomfield 'comport with' the Operator Agreement." However, it states that the negotiated BMPs [Best Management Practices] are "sufficiently protective of public health, safety, welfare and the environment, including wildlife resources...the exact terms and conditions of the Operator Agreement remain a private party agreement between two outside parties, and those terms and conditions are enforceable as civil matters by either party not the COGCC."	COGCC's position is consistent with the Operator Agreement. There is nothing in the permits that is contrary to the Operator Agreement.
COGCC Will Not Enforce All BMPs					The State had not allowed all of the BMPs [Best Management Practices] to be attached to the permits. The June 1 notice states, "Extraction submitted the Livingston Pad Form 2A with the BMPs from Exhibit B. COGCC evaluated these BMPs during the technical review and determined that many were not appropriate for inclusion on a Form 2A (COGCC's evaluation criteria is explained below). COGCC and Extraction worked to develop an alternative set of BMPs for the Form 2A and COGCC included Broomfield in this revision process. The BMPs incorporated into the Livingston Pad Form 2A are enforceable by COGCC and address human health, safety, welfare and the environment."	The COGCC will only enforce those BMPs included on the State permits. Broomfield can enforce all of the BMPs in its Operator Agreement and the CDP.
COGCC Will Not Enforce All BMPs					"COGCC does not include BMPs if (1) COGCC does not have to ability to respond to and resolve potential complaints regarding the BMP (not within COGCC's statutory authority), or (2) COGCC does not have the ability to inspect for compliance with the BMP (not within COGCC's jurisdictional authority or expertise)."	See previous response.
Extraction Will Pay Farmer For Lost Crops					Point 33 in greenline, still in Ozaki's draft conditions, "33. A meeting was held with Mike Baker, the farmer who Broomfield works with for the Harmer Open Space, Extraction staff, and Broomfield Open Space staff to address the farmer's concerns about not being able to use irrigation water on two of his fields because the Extraction pipeline construction was blocking the water flows from reaching these fields. Extraction agreed to pay Mike Baker approximately \$1,200 per acre for his lost crops. Broomfield Open Space staff asked for this arrangement to be put in writing. Extraction still needs to provide the written agreement and pay the farmer. Extraction will agree in writing to pay this farmer at \$1,200 per acre for his lost crops"	Provisions to provide Mike Baker with compensation for lost crops will be included as a condition of CDP approval.
Increased Abandoned Well Location Based on Projected Borehole					The Berthoud well incident in which a previously P&A well began spewing drilling mud indicated the need for monitoring wells at greater than the 1/4 mile distance. Extraction was spudding a new well about 1/2 mile away. Extraction likely realized a drop in pressure as the Berthoud well began to spew drilling mud. Extraction was the first on the scene and arrived shortly after the incident. Was there any lessons learned from this incident regarding the distance from new wells to existing wells is required?	All of the lessons learned from previous incidents involving Extraction have been incorporated in the risk management plan.
Telephone Hotline					Needs time frame. Greenline says, "Extraction will have telephone hotlines established for the various phases and will respond as immediate as possible, provided concerns are legitimate and the hotlines are not abused. Alternatively, concerns can be expressed through the COGCC process." Who decides legitimacy of complaint? Will Extraction answer the phone? The specification of, "as immediate as possible", is not acceptable, but rather requires a specific timeframe	Extraction has agreed to respond to legitimate complaints as immediate as possible. "Legitimate complaints" and "immediate as possible" will be assessed using a reasonableness standard. Citizens will be able to submit complaints to Broomfield. Complaints, including odor complaints will be investigated and the appropriate actions taken. This is independent of Extraction's complaint process.
Windsor Explosion					No root cause was ever provided for this incident as the City requested. Without a root cause, the issue that caused this explosion can't be mitigated and could happen again.	Although a single root cause was not identified in the Windsor incident, the causes that were identified have been included in the risk management plan and associated mitigation measures are included. In addition, the equipment that will be utilized by Extraction at the Broomfield sites are different from what was used in Windsor.
					Closed Loop System - Extraction has committed to a closed loop system. Under what conditions would Extraction truck liquids? Or are they guaranteeing that there will be no trucks? Will there ever be any previously contaminated water, produced water, oil or gas trucked?	The drill cuttings and liquid waste will be hauled by truck offsite to properly licensed and permitted disposal facilities. Broomfield does not allow for land disposal of cuttings or deep well injection of drilling fluid liquids. Trucks may also be possible during upset conditions in the case of equipment failure during drilling.
Too much vague wording					There is too much vague wording that allows XOG to manipulate situations to their benefit. Wording needs to be tightened up in order to protect residents	Staff has minimized vague wording and appropriate conditions will be applied.

Inquiry Summary (as of 8.17.18)	Referenced Operator Agreement (Section)	Referenced CDP (Section)	Referenced CDP Page Number (per section)	Referenced CDP Page Number (per total document #1502)	Inquiry Description	Response
Vicinity and Site Maps	OA - Sec 9(A)	A	1	1	The Operator agreement specifically states oil/gas/water/injection/plugged wells should be on the site map. No plugged wells are on any of these maps. These are also not present on vicinity maps.	Broomfield is requesting Extraction to submit final site plans that include all requirements of Section 9(A) of the Operator Agreement.
Need Updated Drainage Report for Haul Roads		B			Haul road locations have changed per COGCC.	Correct haul road location is shown in the CDP.
Deficiency in scheduling adequate time to prevent overlap of drilling and fracking	Exhibit B - Sec 1	C	Sec2(C).000007	339	Interchange B project area has the greatest number of wells. For all 5 of the other project areas, there is a gap in the Gantt chart timeline between when drilling ends and fracking begins - consistent with the operating agreement on "Well Sites." However, for Interchange B, the first project area to be developed on this timeline, the drilling and fracking timelines about one another. Because there is urgency for construction to begin and the project progress is already behind schedule, having these timelines about creates a concern that these phases will overlap, in breach of the operating agreement.	Extraction must comply with the Operator Agreement, and the draft schedule is in compliance. Extraction may amend the schedule as needed provided it complies with Section 10 of the Operator Agreement.
Deficiency of evidence that Plugged and Decommissioned Wells have been tested	Exhibit B - Sec 36	C	Sec2(C).000006 to 7	338-339	Item 36 requires testing of old wells through a timeline-based process of requesting access from the property owner, doing a gas survey of the soil, and providing results of this survey to the City and COGCC. There is no provision for this in the Project Schedule.	Provisions associated with soil vapor testing that include developing a list to identify the plugged and abandoned wells that will be tested and a schedule for when testing will be completed is included as a condition of CDP approval.
Deficient reclamation scheduling	Exhibit B - Sec 38 Exhibit B - Sec 49	C	Sec2(C).000005	337	Reclamation and abandonment included in definitions but does not meet standards in Operator Agreement. Specifically, there is no reclamation plan for temporary access roads (item 38) nor does the CDP plan for reclamation of well sites within 6 months specifically, as indicated in the Operator Agreement (item 49).	Per the terms of the CDP Extraction shall comply with COGCC Rules 1003 & 1004 with regard to the timing of reclamation. Specifically, COGCC Rule 1003 requires Interim reclamation shall occur no later than three (3) months on crop land or six (6) months on non-crop land after such operations unless the Director extends the time period because of conditions outside the control of the operator. A
Discrepancy in definitions		C	Sec2(C).000005	337	CDP includes "reclamation and abandonment" in the defined phases of operation but the operating agreement (specifically, "well sites") does not.	Per the terms of the CDP Extraction shall comply with COGCC Rules 1003 & 1004 with regard to the timing of reclamation. Specifically, COGCC Rule 1003 requires Interim reclamation shall occur no later than three (3) months on crop land or six (6) months on non-crop land after such operations unless the Director extends the time period because of conditions outside the control of the operator. A
Project Schedule Impact		C	Sec2(C).000007	339	Has United Power confirmed availability to power two rigs simultaneously? If not, schedule must be adjusted. The current plan assumes the United and Northwest A/B can be drilled simultaneously. Has United Power confirmed ability to provide power for two simultaneous drilling rigs? Green line says, "Extraction has added the following to the CDP: "The Electrification Plan remains a work in progress, subject to the final complete technical and inter-connection details for powering the drilling rig(s). Extractions shall provide additional details on the Electrification Plan as requested by Broomfield, which shall then be incorporated into Section 3.0 of the CDP at that time."	See response to question 3 above. Because United and Northwest A/B pads are fed by different feeders from different substations, one drilling rig can operate on each of these pads at the same time. So United and Northwest A/B can be drilled simultaneously. The only restriction is the Northwest and Interchanges pads can not be drilled simultaneously since they are supplied power by the same feeder from the Green Substation.
Deficiency - unclear language		C	Sec2(C).000003	335	This sentence needs clarity: "Additionally, the Operator and City agree that Operator shall not be permitted to commence drilling at a Well Site no later than December 31, 2022." Although this is stated elsewhere more clearly to mean no drilling shall commence after December 2022, the typo in this sentence makes it unclear and should be corrected.	The Operator Agreement governs and states: "The Operator and City agree that Operator shall not be permitted to commence drilling at a Well Site later than December 31, 2022."
Reference not found		C	Sec2(C).000003	335	Statement that the schedule is a best-faith effort but may change based on several factors references two documents that are not found: "(Please refer to Extractions Forward Looking Statements and Cautionary Statements.)"	Section C, Project Schedule meets the requirements of the Operator Agreement.
Schedule discrepancy		C	Sec2(C).000003	335	CDP says "current forecast for the Project Schedule as of December 2017." This schedule has been updated in July, 2018	The most recent schedule has been provided and Extraction has agreed to update as needed.
Schedule discrepancy		C	Sec2(C).000004	336	"2.1.1 Construction Phase" = this section details a timeline of construction in the first and second quarters of 2018. This time has passed, and it also is inconsistent with the Gantt chart provided.	The referenced sentences were "estimated" start time. An updated schedule has been provided.
Noise Impact and Modeling		E, M	385		CDP states that "... operations shall remain under the COGCC Rule 802 which is 55 dBA from 7:00am to 7:00pm." The baseline noise level measured was 60.59 dBA hence this requirement will not be satisfied.	Provisions associated with performing a new baseline noise impact study is included as a condition of CDP approval.
Traffic Analysis		G	604	893	The traffic management report are 289 pages long with pages of superfluous working data sheets.	This information has been reviewed by Broomfield;s Traffic Engineer and has been found to be acceptable.
Grading plans updated.		H	20/100		Extraction will require a variance for a 6.89% grade for the entrance access road for the Livingston Well Site. □ Extraction will require a variance of a 3:1 slope rather than a 4:1 slope for berming at all Well Sites.	Engineering has reviewed the grading plans. Extraction is requesting a 6.8% grade which is acceptable to Engineering and will be submitted as an administrative variance request. The requested variance will not negatively impact safety.

Inquiry Summary (as of 8.17.18)	Referenced Operator Agreement (Section)	Referenced CDP (Section)	Referenced CDP Page Number (per section)	Referenced CDP Page Number (per total document #/1502)	Inquiry Description	Response
Public and Private Improvement Permit if off of a Broomfield Road (PIIP)		H	20/100		Extraction will require a variance of a 3:1 slope rather than a 4:1 slope for berming at all Well Sites.	The slope gradient will be addressed in the permitting process.
Use of Tier 2 Fracturing Pumps	Exhibit B - Sec 20(A)(2)	I	4	931	"If Tier 4 fracturing pumps become commonly available, Operator will begin using Tier 4 fracturing pumps." From OA, but in the CDP it just states that Tier 2 pumps will be used with no indication that Tier 4 should be used if possible, along with no benchmark set about what commonly available means or how it could be enforced. Tier 4 is substantially better for the environment and EPA requirements so we could push them to define why they're not using Tier 4 and to have a plan to switch to Tier 4 ASAP.	Broomfield has a preference for the use of Tier 4 engines in the fracking pumps since they are much newer and cleaner than Tier 2 engines. However we are also requiring that the fracking pumps be sound insulated in a "Quiet Fleet" configuration. Previously we were told that the Liberty Quiet Fleet fracking pumps use only Tier 2 engines but that these engines are co-fired on a combination of natural gas and diesel fuel. This fuel co-firing will substantially reduce emissions from the firing of diesel fuel only. Given that Broomfield wants both clean emissions and quiet operation, we felt the need to allow Tier 2 engines co-fired with natural gas and diesel if sound insulated Tier 4 engine fracking pumps are not available.
Air monitoring section		I	899	911	The important air quality monitoring section has 12 pages.	There are several pages of BMPs in Exhibit B of the Operator Agreement that contain detail on air quality. See BMPs Nos. 20, 21, and 25. Provisions associated with performing a new baseline air testing study is included as a condition of CDP approval.
Cumulative "Fugitive Emissions"		I	Sec2(I).000005	925	Per the CDP, "The only non-emergency routine emissions would be from "fugitive emissions" of volatile organic compounds (VOCs) from the well production equipment (valves, flanges, connections, pump seals, compressor seals, etc.). Preliminary calculations of fugitive emissions for each pad indicates that total VOC emissions would be less than 2 ton/year. Air quality permits to construct this facility would be required for stationary point sources with actual uncontrolled emissions exceeding 2 ton per year of volatile organic compounds in the 8-hour Ozone Non-Attainment Area pursuant to 5 CCR 1001-5, Regulation Number 3. Therefore, no air quality permits are expected for this facility." Has the cumulative effect of multiple well pads in close proximity been considered? Has Extraction supplied their estimates for "fugitive emissions" to Broomfield?	Submittal of Air Pollution Emissions Notices and the required calculations, including locations are the jurisdiction of the Colorado Department of Public Health and Environment.
CDP does not address venting for emissions at all?	Exhibit B - Sec 20(A)(21) Exhibit B - Sec 22	I (2.2)	5	932	The OA requires that all emissions from equipment be vented away from any occupied or residential buildings but while the CDP acknowledges that there will be fugitive emissions from equipment there is no plan or acknowledgement that those emissions need to be vented away somehow.	The requirement to vent emissions away from occupied or residential buildings is being incorporated into Broomfield's inspection criteria.
Failure to minimize future venting/ Give complete notice	Exhibit B - Sec 20(A)(13)	I (4.4.1)	8	935	OA says that if venting is required the Operator must notify the city and in that notification must identify "what steps the operator proposes to undertake to minimize similar events in the future." but the Current CDP proposal just says, "Extraction will notify the City 48-hours in advance with the duration and nature of the venting event, a description of why the venting will be necessary, a description of the vapors that will likely be vented, and a description of the steps that will be taken to ensure the duration is minimized, to the best extent practical." With no indication that they will also include a proposal for future prevention/minimization past the event.	Some venting is necessary for safety reasons. In the event that Broomfield is notified of required venting, there would be follow-up by inspection staff.
Failure to minimize future venting/ Give complete notice (Emergency Venting)	Exhibit B - Sec 20(A)(13)	I (4.4.1)	8	935	OA requires that if emergency venting happens, the operator must given an "explanation as to the cause and how the event will be avoided in the future." The CDP just says the city will receive 24 hour notice and fails to specify the requirement that they have to include a risk-minimization proposal with the notification	Some venting is necessary for safety reasons. In the event that Broomfield is notified of required venting, there would be follow-up by inspection staff.
Failure to state that records need to be available to City - Leak Recording	Exhibit B - Sec 20(B)	I (4.4.2)	8	935	OA requires that all leak recordkeeping is kept for two years and "must be made available to the City upon request", but the CDP just says "Recordkeeping for the FLIR inspections will include videos of leaking components both before and after the repair and those records will be maintained by Extraction or Extraction's consultant for a minimum of two years."	All records required by the Operator Agreement and CDP are available upon request and/or required to be submitted to Broomfield staff.
Air Modelling and Inventory not done by Third Party Consultant	Exhibit B - Sec 20(C)	I (4.4.3)	8	935	The OA says that the "Air modeling and emissions inventory based on the based upon the proposed development and equipment have been completed by a third-party consultant." indicating a non-based party is required, meanwhile the CDP just says "Extraction has completed an air modeling and emissions inventory based upon the proposed development." They need to have a 3rd party consultant, and it should be said as such.	A third party consultant was used to perform the air modeling and emission inventory. Both Extraction and Broomfield provided input to this consultant.

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Missing detailed evacuation routes and medical facilities to be used 19D (Page 7 of Operator Agreement)	Exhibit B - Sec 19	J			There is a general reference to evacuation radii in 6.1 of this section in CDP but no reference to medical facilities. There are several within the area. Need confirmation that those can handle appropriate levels of trauma and burn victims as needed. Suggested area hospitals include Good Samaritan in Lafayette, St. Anthony's North Hospital, Children's Hospital North. Added by Neil: I brought up the EM response plan and evacuation routes with staff last week. They say the City and North Metro are developing the plan (which is better than Extraction doing it). However, the MOU requires it to be in the CDP whoever actually develops it. Evacuation preparedness goes to the heart of Health & Safety and it should have been completed by now, especially with school starting this week. Extraction along with the City both owe this to the community. Extraction should have been working with the City and NMFD to get it done and included in the CDP. For it to not be in the CDP is a violation of the Operator Agreement.	The requirement for identification of area hospitals is only needed for instances where site workers are injured and take a private vehicle to a nearby hospital. In the event of a NMFRD response, NMFRD personnel will make transport decisions based on a number of factors, including type and extent of injury, number of victims, available hospital bed counts, etc. Extraction personnel are not sufficiently trained in this area and NMFRD is not willing to abdicate responsibility for transport decisions to them.
Missing emergency contact numbers as noted in 19A (Page 6 of Operator Agreement)	Exhibit B - Sec 19	J				All applicable numbers are listed on the site specific tactical response cards that are including int TRP
No references to Thunder Vista P8 School nor additional residential dwellings on maps	Exhibit B - Sec 19	J	35, 40, 51, 52	936, 941, 952, 953	Omission of any reference on tactical and receptor maps of Thunder Vista P8 School and residential buildings that are now constructed and/or being lived in; Note that location of school has been available since at least Fall 2016 so need to use updated maps. Need to confirm who coordinates with Adams 12 School District for emergency responses. Why is the school district not noted as a government entity that needs to be included in first-level notifications when there are 2 schools within the vicinity of these operations? While note stated in document, there is a wrong presumption that there will be bussing to/from Thunder Vista. There will not be unless the school district changes boundary lines at some point and brings kids in from outside the neighborhood. Right now, the school is considered walkable based on school district requirements for bussing. This should be noted in the document and/or emergency plan for the city and NMFD.	Thunder Vista and Prospect Ridge along with other Target Hazards are identified in the Evacuation plan.
Do any of these wellsites penetrate levels of hydrogen sulfide?	Exhibit B - Sec 19(E)	J			19E of Operator Agreement references the requirements for a project-specific plan if penetrating areas of hydrogen sulfide. Need to confirm that none of these wellpads do that and that is why there is not a project-specific plan.	Per Extraction they are not penetrating areas of known hydrogen sulfide. All site workers, as well as NMFRD responders have H2S monitoring capabilities and XOG and NMFRD policies require monitoring while on site.
Lack of Emergency Plan to surrounding neighbors	Exhibit B - Sec 19(H)	J			19H indicates a provision for a documented process to notify residents and it is not included in CDP. "The Emergency Plan shall include a provision establishing a process by which the Operator notifies surrounding neighbors to inform them about the on-site operations and provide sufficient contact information for surrounding neighbors to communicate with the Operator."	It is the responsibility of First Responders and CCOB staff provide emergency notification and incident updates in accordance with Alert and Warning and Public Information Annex of the Broomfield EOP.
Emergency Response Plan	Exhibit B - Sec 19(C)	J	15-16	954-955	A complete Emergency Response Plan is required for Approval. Not all risks and possible accidents are addressed in this plan. It only addresses falls, confined spaces, moving equipment, well control, fires, and corrosive materials. The Emergency Plan should mirror the Risk Management Plan, and provide emergency responses to ALL potential Risks.	Emergency response plans are intended to address responses to types of emergencies (e.g., spills, fire, explosion, medical, etc.) and do not address every individual scenario that may fall under one of these larger categories. There are also internal procedures and protocols for several agencies within CCOB and NMFRD that further address emergency response. The operator provides information necessary for emergency response to be more effective, however, they do not provide the protocols used by Broomfield Emergency Management or NMFRD.
Containment During Storm Event		N	Sec2(N).000008		Storm Event. In addition, for other materials that will have large quantities on site, the containment and pad design is adequate to prevent the material from leaving the site and account for releases during a storm event.	This is part of the stormwater management plan requirements.

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Hydrochloric Acid (HCL) Storage		N	Sec2(N).000007		Hydrochloric Acid Storage (HCL): All HCL will be delivered, stored, and segregated from other potentially reactive materials within tanker trucks to minimize transfer points and will be situated on lined containment. HCL will be offloaded directly from the tanker trucks into a manifold to be immediately used for the necessary task and will be constantly monitored for failure points and inventory. Once quantities have reached a certain level a full truck will be dispatched to the site and the trucks will be switched out. All HCL is delivered to the site in chemical specific tanker trucks under strict state (CDOT) and federal guidelines to eliminate the potential of spills or mishandling. All trucks sit within an exclusive, non-reactive, plastic foam containment and serves as the main distribution point for the liquid, with direct injection into the system to avoid multiple transfer points. The secondary containment is not sized to SPCC standards and not intended to address catastrophic failure on the tanker because it is temporary storage and is not SPCC applicable. The area is manned 100% of the time by a chemical technician and the tanker has multiple valve set checks that are needed to be CDOT compliant for transportation to and from the site, making it extremely unlikely for failure in an idle state.	This information was added at the request of Broomfield's Public Health & Environment. Storage and containment will be included in the inspection criteria.
Secondary Containment and Stormwater Regulations		N	Sec2(N).000009		Secondary containment for materials regulated under Title 40 Code of Federal Regulations (CFR) Part 112 will be installed as required and best management practices (BMPs) deployed as necessary to comply with stormwater regulations. Other containment may be implemented on an as needed basis. In addition, spill control devices required by 40 CFR 112 will be installed and maintained as described in the location's Spill, Prevention, Control and Countermeasure (SPCC) plan. During the construction, drilling, and completions phases of the O&G operations, activities on the locations are continuous. Materials identified in this plan are routinely inspected throughout the phase not only for hazard recognition but to document inventory levels. Compliance	BMPs are required to protect water quality from the site. Inspection of stormwater BMPs must be conducted at a minimum of every 14 calendar days, and an inspection must be conducted within 24 hours after the end of any precipitation or snowmelt event that causes surface erosion.
RISKS MISSING: 25. Frac Hits	Exhibit B - Sec 55	R	TBD	TBD	"Frac Hits" are a potential risk and therefore should be identified in the Risk Management Plan along with "methods of risk avoidance and controls that implement techniques to prevent accidents and losses and reduce the impact or cost after the occurrence of identified potential events."	Provisions to include Frac Hits as part of the risk analysis/risk management plan will be included as a condition of CDP approval.
RISKS MISSING: 26. Health Effects	Exhibit B - Sec 55	R	TBD	TBD	"Health Effects" are a potential risk and therefore should be identified in the Risk Management Plan along with "methods of risk avoidance and controls that implement techniques to prevent accidents and losses and reduce the impact or cost after the occurrence of identified potential events."	National Ambient Air Quality Standards (NAAQS) are applied on a statewide basis. In areas of non-attainment that can cause potential health effects, there is a statewide implementation plan that includes methodologies for bringing the State back in compliance. Given that there are numerous sources of pollutants, including cars, health effects are not necessarily attributable to one source and would not be included in a risk management plan. Broomfield is conducting an air quality study that will provide emission data specific to Broomfield.
RISKS MISSING: 27. Wildfire	Exhibit B - Sec 55	R	TBD	TBD	"Wildfires" are a potential risk and therefore should be identified in the Risk Management Plan along with "methods of risk avoidance and controls that implement techniques to prevent accidents and losses and reduce the impact or cost after the occurrence of identified potential events."	Provisions to include wildfires as part of the risk analysis/risk management plan will be included as a condition of CDP approval.
RISKS MISSING: 28. Sabotage - Physical and Electronic	Exhibit B - Sec 55	R	TBD	TBD	"Sabotage (physical and electronic)" are a potential risk and therefore should be identified in the Risk Management Plan along with "methods of risk avoidance and controls that implement techniques to prevent accidents and losses and reduce the impact or cost after the occurrence of identified potential events."	Provisions to include sabotage and vandalism as part of the risk analysis/risk management plan will be included as a condition of CDP approval.
RISKS MISSING: 29. Ambulance Delays	Exhibit B - Sec 55	R	TBD	TBD	"Ambulance Delays" from North Metro to homes due to higher than normal truck traffic volume - especially of concern in Anthem Ranch (55+ Community) - is a potential risk and therefore should be identified in the Risk Management Plan along with "methods of risk avoidance and controls that implement techniques to prevent accidents and losses and reduce the impact or cost after the occurrence of identified potential events."	I believe traffic control is addressed in other sections of the agreement. As long as a single lane of roadway is available emergency vehicles should encounter minimal delays. Roadway limitations due to construction are a common issue that NMFRD is accustomed to dealing with.
RISKS MISSING: 30. Light Pollution	Exhibit B - Sec 55	R	TBD	TBD	"Light Pollution" is a potential risk and therefore should be identified in the Risk Management Plan along with "methods of risk avoidance and controls that implement techniques to prevent accidents and losses and reduce the impact or cost after the occurrence of identified potential events."	Light minimization is addressed in Section V, Visual Mitigation Plan of the CDP and BMP 28 of Exhibit B of the Operator Agreement.
RISKS MISSING: 31. Property Values	Exhibit B - Sec 55	R	TBD	TBD	"Property Values" are a potential risk and therefore should be identified in the Risk Management Plan along with "methods of risk avoidance and controls that implement techniques to prevent accidents and losses and reduce the impact or cost after the occurrence of identified potential events."	The issue appears to be "impact" and not "risk." The proposed project's possible impact on property values is unknown. The Assessor is tracking property values in nearby neighborhoods.

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RISKS MISSING: 32. Loss of Tax Revenue	Exhibit B - Sec 55	R	TBD	TBD	"Loss of Tax Revenue" is a potential risk and therefore should be identified in the Risk Management Plan along with "methods of risk avoidance and controls that implement techniques to prevent accidents and losses and reduce the impact or cost after the occurrence of identified potential events."	The issue appears to be "impact" and not "risk." The proposed project's effect on tax revenue is unknown. There are new oil and gas tax revenues associated with this project.
RISKS MISSING: 33. Gas, oil, or water pipeline leaks or ruptures	Exhibit B - Sec 55	R	TBD	TBD	Operator Agreement Exhibit B - Item 19.C. Includes "Gas, oil, or water pipeline leaks or ruptures" as a potential emergency that may be associated with the operations and therefore requires detailed information addressing this risk in the Emergency Preparedness Plan.	NMFRD internal policies and procedures are in place to handle pipeline leaks and ruptures. NMFRD has obtained access to existing area pipelines and will overlay XOG pipeline locations on our internal maps when they become available.
RISKS MISSING: 34. Hazardous material vehicle accidents or spills	Exhibit B - Sec 55	R	TBD	TBD	Operator Agreement Exhibit B - Item 19.C. Includes "Hazardous material vehicle accidents or spills" as a potential emergency that may be associated with the operations and therefore requires detailed information addressing this risk in the Emergency Preparedness Plan.	NMFRD internal policies and CCOB EOP hazardous materials annex are sufficient.
RISKS MISSING: 35. SEC Risks	Exhibit B - Sec 55	R	TBD	TBD	Extraction lists a large number of risk on their US Security and Exchange Commission (SEC) filing which they see as a potential risk for investors and should therefore be identified in the Risk Management Plan along with "methods of risk avoidance and controls that implement techniques to prevent accidents and losses and reduce the impact or cost after the occurrence of identified potential events." These risks include: Price Volatility, Profitability, Production, Capital Cash flow, uncertainty, delays, geological formations, resource shortages, gathering facilities, regulations, price declines, acceptable financing, leasehold disputes, market conditions, finances to drill, indebtedness, cash payments, derivative activities, inaccurate reserves, horizontal reserves, advanced techniques, lease expiration, qualified personnel, facilities and markets, infrastructure, sunk costs, price and revenue, regulatory environment, development costs, 3rd party commitments, 3rd party profitability, commodity prices, new reserves, reduced demand, purchasers, purchaser obligations, urban areas, liability claims, low yield, asset integration, title problems, health and safety regulations, equipment available, non-compliance fines, legal liabilities, climate change laws, operating restrictions, ballot initiatives, methane compliance, competition, lease expiration, economic downturn, personnel loss, new company, interest rates, seismic data issue, adverse weather, water availability, wildlife protection, use of derivatives, tax deductions, pace of technology, security threats, information hack	Provisions to include the risks identified in the SEC filing as part of the risk analysis/risk management plan will be included as a condition of CDP approval.
Risks: 1. Vapor Cloud Explosion, Release of Gases	Exhibit B - Sec 55	R	Sec2(R).000020	1200	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered. Does this include risk of "[hydrogen sulfide or other toxic gas emissions]" per Operator Agreement Exhibit B Section 19.C. or should that risk be listed as an independent risk?	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 10. Human Error/Miscommunication Leading to Material Loss	Exhibit B - Sec 55	R	Sec2(R).000028	1208	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 11. Faulty Design, Construction, or Repair	Exhibit B - Sec 55	R	Sec2(R).000029	1209	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 12. Flood	Exhibit B - Sec 55	R	Sec2(R).000029	1209	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.

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Risks: 13. Storage Tank Collapse/Rupture, Pipeline Failure	Exhibit B - Sec 55	R	Sec2(R).000030	1210	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 14. IT Systems Failure Leading to Material Loss	Exhibit B - Sec 55	R	Sec2(R).000030	1210	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 15. Surface/Soil Contamination	Exhibit B - Sec 55	R	Sec2(R).000031	1211	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 16. Property Infringement/Trespassing	Exhibit B - Sec 55	R	Sec2(R).000032	1212	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 17. Loud Noise and Vibrations	Exhibit B - Sec 55	R	Sec2(R).000032	1212	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 18. Odor	Exhibit B - Sec 55	R	Sec2(R).000033	1213	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 19. Insurance Lapse, Cancellation, or Voiding	Exhibit B - Sec 55	R	Sec2(R).000034	1214	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 2. Fire/Explosion	Exhibit B - Sec 55	R	Sec2(R).000021	1201	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 20. Ice/Snow/Freeze, Extreme Weather	Exhibit B - Sec 55	R	Sec2(R).000034	1214	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 21. Radiological Exposure	Exhibit B - Sec 55	R	Sec2(R).000034	1214	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.

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Risks: 22. Abandoned Wells	Exhibit B - Sec 55	R	Sec2(R).000035	1215	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered. Wildgrass and Anthem were built on p&a wells that may not be mapped correctly- task force suggested that all wells and lines within ??? feet of the project be mapped and the results released to the public before the project started. Where does this stand?	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 23. Earthquakes	Exhibit B - Sec 55	R	Sec2(R).000035	1215	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 24. Use of Nitrogen	Exhibit B - Sec 55	R	Sec2(R).000035	1215	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered. The use of nitrogen was not discussed by the Task Force. Nitrogen was used in Windsor. Was this related to the Windsor explosion? Will nitrogen be used in Broomfield Operations? If yes, this risk needs to be analyzed fully.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 3. Well Blowout, Uncontrollable Flows, Formation Pressures, Surface Cratering, Casing failure	Exhibit B - Sec 55	R	Sec2(R).000023	1203	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 4. Lightning	Exhibit B - Sec 55	R	Sec2(R).000024	1204	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 5. Aquifer/Well Water Contamination	Exhibit B - Sec 55	R	Sec2(R).000024	1204	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 6. Surface Water Pollution	Exhibit B - Sec 55	R	Sec2(R).000025	1205	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 7. Chemical Exposure in Residential Areas (see also vapor releases)	Exhibit B - Sec 55	R	Sec2(R).000026	1206	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Risks: 8. Corrosion Leading to Material Loss	Exhibit B - Sec 55	R	Sec2(R).000027	1207	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.

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Risks: 9. Mechanical Failure Leading to Material Loss	Exhibit B - Sec 55	R	Sec2(R).000028	1208	A Risk Management Plan includes identification of risks, assessment (including risk analysis with probability of occurrence and probable impact), methods of risk avoidance or mitigation, and contingency planning. The risk analysis must be completed for this risk along with methods of avoidance or mitigation such that the risk becomes negligible. Even "near negligible" risks become substantial when the cumulative risk is considered.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
False Statement by Extraction that No Spill or Incident of Any Kind Left Pad Location		R	Sec2(R).000003	1183	The following statement is false and must be removed from the CDP: "Extraction has never experienced a spill or incident of any kind that left our pad location." Since Extraction believes that their spill/release history is important, the information should be updated to include a statement regarding the 35 reported spills/releases for Extraction and their subsidiaries over the past year. Certainly VOCs, NOx, and air pollutants have left their sites. Per COGCC Spill/Release data, for Facility No. 454028 (Operated by Extraction subsidiary 8 North) on 03/08/2018 "A gasket failure on the heater treater was identified as the cause of the release, causing at releasing at least 5 bbls of crude oil outside containment and off the site" and for Facility No. 453075 (Operated by Extraction) on 04/13/2018 "A very thin mist was carried by the extreme wind a short distance into the adjacent agricultural field to the south."	Report No. 54028 involves a facility operated by 8 North. Report No. 453071 does not indicate, one way or another, whether the spill left the pad location.
Increases in well count and decreased rates of cancers		R		1160	Extraction states that "... Despite multiple-fold increases in well count and oil and gas operations, the incident rates of cancers, birth defects and respiratory illnesses throughout the county have all decreased dramatically." Where are the scientific, peer-reviewed studies and data for this statement which contradicts hundreds of published reports and papers from well-established universities and scientific institutions.	This information appears to be based upon information from the Colorado Department of Health and Environment.
Preamble to Risk Management Not Fulfilled		R	Sec2(R).000002	1182	Extraction makes several statements about the safety of their company, the safety of the industry, and other such statements that are not supported by data or studies. The self-aggrandizing statements should be removed and only factual information should be cited. The statement, "Broomfield project is very safe" must be removed until a risk analysis is complete and all non-negligible risks have been avoided. It should be noted that "negligible" is a hedge word indicating a risk of somewhere between 1% to 5%. The cumulative effect of multiple "negligible" risks is not "negligible".	The preamble in the Risk Management Plan appears to be an introductory statement and not a substantive part of the Risk Management Plan.
Questionable Study without Citation		R			Extraction states that "... Despite multiple-fold increases in well count and oil and gas operations, the incident rates of cancers, birth defects and respiratory illnesses throughout the county have all decreased dramatically." They do not cite a credible source for such a scientific study, nor is it likely that an increase in residential fracking will result in a decrease in cancer, birth defects, or respiratory illnesses.	This information appears to be based upon information from the Colorado Department of Health and Environment.
Risk		R				No specific question.
No reference to specific plan to protect community from silica dust exposure		S			<u>No mention of silica or what specific proppant will be used in fracking process. Will this be transported to/from site and if so, how will trucks be covered? What happens if a truck carrying this sand overturns? What are the mitigation steps for this? How will Extraction prevent exposure to people working in their homes during drilling operations and teachers/staff inside the schools (Thunder Vista and PRA)? Is there a plan for preventing exposure for those of us who don't have protective respiratory gear? There are multiple OSHA documents and research articles about the impacts of silica on the body -- all eventually fatal. How does Extraction and the city plan to protect us from these exposures? Here are documents and articles for reference: https://www.osha.gov/dts/hazardalerts/hydraulic_frac_hazard_alert.html https://www.osha.gov/dts/infosheets/silica_hydraulicfracturing.html https://amienvironmental.com/health-effects-silica-exposure/ http://www.post-gazette.com/news/environment/2018/08/06/industrial-sand-fracking-stowe-shale-gas-drilling-allegheeny-county-health-department/stories/201808030140</u>	http://bit.ly/BroomfieldCDPCitizenConcernsResponsesAugust
Wetlands Plan Environment Assessment	OA - Sec 9(T) Municipal Code 17-54-060 (GG) (previous version)	T			XOG was required to hire a 3rd party contractor to evaluate any impacts to Wildlife in the area. This was performed by APEX submitted in the CDP. The information provided in this report has been proven to be false. Burrowing Owls, a protected species have been found in the area of the proposed sites. This was identified as an issue by the City, yet no updated plans were submitted and the Department of Parks and Wildlife was not alerted. 2A's were also submitted without this pertinent information as required by the 1200 series Wildlife Protection. Note: If Extraction constructed during nesting season, which is April through October, they should have pulled a permit according to the Migratory Bird Permit Treaty Act (MBTA). Athene cunicularia, Burrowing Owl, is a protected species.	Environmental information will be updated as part of the permitting process. Recent work related to the existing Nordstrom well access road is outside scope of the Operator Agreement.

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Site Specific Utility Evaluation		U	Sec2(U).000005	1260	Utility Disclaimer: United Power Electric Cooperative...	United Power is still designing the utility electrical system to supply electric power to the four Extraction pads. Therefore the Electrification Plan stated in the 7/272018 CDP is subject to change. However, the plan now is to allow Livingston and United pads to perform drilling at any time. Interchange and Northwest can not drill simultaneously since they are both supplied power from one feeder. If Extraction needs to drill both on Northwest and Interchange at the same time, then United Power would need to run a new separate feeder to allow simultaneous drilling.
Soil Gas Monitoring	Exhibit B - Sec 36	W	Sec2(W).000013 - Sec2(W).000014	1352-1353	Operator agreed in writing to do Soil gas monitoring in Section (W) Alternative Site Analysis - Section 7.5 Other Negotiations Between Extraction and Broomfield. This section states that, "Extraction agreed to additional BMPs that addressed Broomfield concerns not addressed in the BMPs already agreed to under both the Sovereign MOU and the Extraction Supplement MOU" and were part of the final negotiation based on Task Force recommendations. "These additional BMPs were as follows... 3. Conduct soil gas monitoring". Per Exhibit B - Section 36, "Prior to and following the fracturing of any New Well, Operator shall assess the integrity of... wells...within 1/4 mile of the projected track of the borehole of the proposed New Well."	Soil gas testing is required per BMP 36 of Exhibit B of the Operator Agreement.
Future Identified Risks	Exhibit B - Sec 55	W	1 and 13	1187 and 1199	"... and the number of risks increase as the project matures through the lifecycle". Therefore, there must be a clause on the CDP which requires Extraction to update the risk analysis on a time or event specific basis to perform the risk analysis on these newly identified risk and either avoid or fully mitigate them. The clause in section 2.8 "Extraction agrees and acknowledges that this Risk Management Plan is a living document, subject to change over time and in conjunction and collaboration with the City and County of Broomfield and shall be reviewed and updated at least annually in connection with the annual review called for by the Emergency Response Preparedness Plan." must include a statement that the plan will be updated with each newly identified risk and that risks will be reevaluated at the start of each phase or similar.	A condition of CDP approval is prior to the beginning of the Drilling Phase at any well site and subject to the approval of the City and County Manager, Extraction will provide the Risk Analysis, as referenced in the CDP in Section (W) Alternative Site Analysis, in sub-Section 7.5, and such Risk Analysis should support all of those critical risks identified in the Risk Management Plan.
Transference or Risk	Exhibit B - Sec 55	W	9	1195	"Transference – Shift the impact of a risk to a third party (like a subcontractor). It does not eliminate it, it simply shifts responsibility." It must be stated that "transference" can not be used for issues that could impact public health, safety, and welfare, or the environment.	Extraction is ultimately responsible for all risks. A condition of CDP approval is a provision should be added to the CDP that Extraction will notify its subcontractors of all relevant requirements and require all subcontractors to comply with the conditions of the Operator Agreement and the CDP.
No Risk Analysis	Final Staff Negotiations	W	Sec2(W).000013 - Sec2(W).000014	1352-1353	Operator agreed in writing to do a risk analysis in Section (W) Alternative Site Analysis - Section 7.5 Other Negotiations Between Extraction and Broomfield. This section states that, "Extraction agreed to additional BMPs that addressed Broomfield concerns not addressed in the BMPs already agreed to under both the Sovereign MOU and the Extraction Supplement MOU" and were part of the final negotiation based on Task Force recommendations. "These additional BMPs were as follows... 6. Conduct a risk analysis". It is important to understand that a risk analysis can be either quantitative or qualitative - and either way the report must contain a list of all known and possible risks along with the analysis - not just a list of BMPs that the operator hopes will address the risks. The risks must be analyzed and quantified.	A provision to provide the risk analysis associated with developing the risk management plan will be included as a condition of CDP approval.
Extraction's Response to Tami Yellico References Charles Taylor Matrix 25 Times		3C		1424-1454	In Extraction's reply to CCOB regarding City and Citizen comments dated April 16, 2018, they state, "RESPONSE: These practices are addressed in the Charles Taylor Table on Section (R) Risk Management" repetitively with this statement appearing 25 times in this section alone.	The Charles Taylor risks were incorporated into the Risk Management Plan.
CDP not well-written for such a complex engineering project		Overall			CDP is not considered well-written for such a complex and important engineering project. It lacks specificity for quantifiable, measurable and enforceable data values and/or limits and tends to repeat with no additional information nor data.	Comment noted.
Broomfield B In the Loop					City has discussed the need to keep residents informed. Residents should be updated by methods including use of the B in the Loop notifications. Notifications must be made immediately when an adverse event such as elevated emissions are detected, as well as status updates based on predetermined trigger events.	Broomfield is developing methods to inform citizens including B in the Loop notifications or other.
Environmental Insurance? Remediation Escrow Fund?					Do we have environmental insurance and a remediation escrow fund?	The Operator Agreement requires Extraction to provide insurance, including environmental insurance per Exhibit G of the Operator Agreement.

