

AGENDA

UPPER YAMPA WATER CONSERVANCY DISTRICT BOARD OF DIRECTORS SPECIAL MEETING

STAGECOACH RESERVOIR MUNICIPAL WATER CONTRACTS INFORMATION MEETING

WEDNESDAY, JANUARY 06, 2021 (12:00 PM)

ONLINE MEETING:

[HTTPS://ZOOM.US/J/91452236389?PWD=BFpkZlPmR2JWU0xEU0NvVk1UMnFhUT09](https://zoom.us/j/91452236389?pwd=BFpkZlPmR2JWU0xEU0NvVk1UMnFhUT09)

INSTRUCTIONS ON HOW TO JOIN A ZOOM MEETING FOLLOW THE AGENDA

A Board of Directors meeting packet is available for public review on our website at <http://www.upperyampawater.com/board-of-directors/agendas/> on the Friday before the meeting. Amendments to the Agenda and new documents that are generated or submitted after the original posting of the meeting materials will be posted under "Additional Documents" on the website for the relevant meeting.

MEETING PROCEDURE: Comments from the Public are welcome at two different times during the course of the meeting: 1) Comments no longer than three (3) minutes on items **not** scheduled on the Agenda will be heard under Public Input and Comment; and 2) Comments no longer than three (3) minutes on all scheduled public hearing items will be heard following the presentation. Please wait until you are recognized by the President. With the exception of subjects brought up during Public Input and Comment, on which no action will be taken or a decision made, the Board may take action on, and may make a decision regarding, ANY item referred to in this agenda, including, without limitation, any item referenced for "review", "update", "report", or "discussion" whether or not listed as an "Action Item."

- (1) **12:00 PM** Establishment of Quorum and Call to Order
- (2) **12:05 PM** Public Input and Comment
The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
- (3) **12:10 PM** Summary of Stagecoach Reservoir Municipal Water Storage Contracts and DRAFT Stagecoach Reservoir Water Marketing Policies by Upper Yampa Water Conservancy District
- (4) **12:25 PM** Municipal Contractor Input, Comments, and Questions Regarding Stagecoach Reservoir Municipal Water Storage Contracts and DRAFT Stagecoach Reservoir Water Marketing Policies
- (5) **1:30 PM** Adjournment.

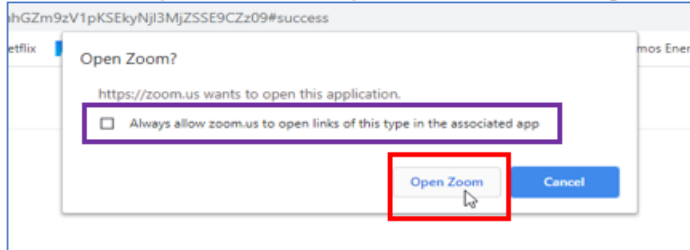
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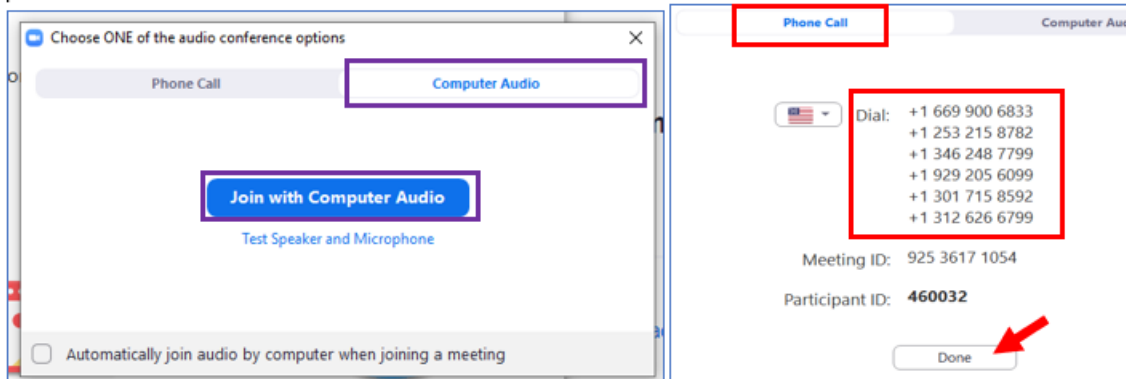


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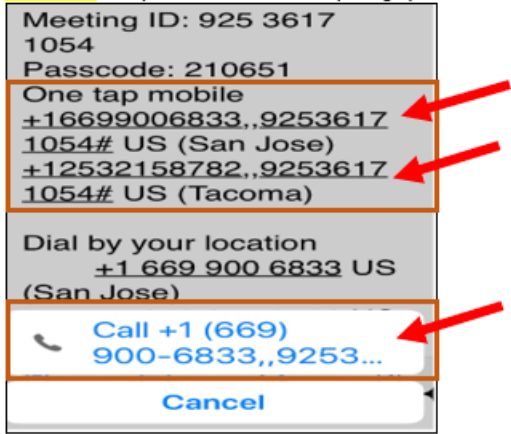
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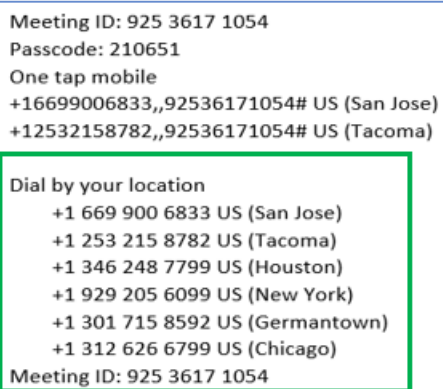
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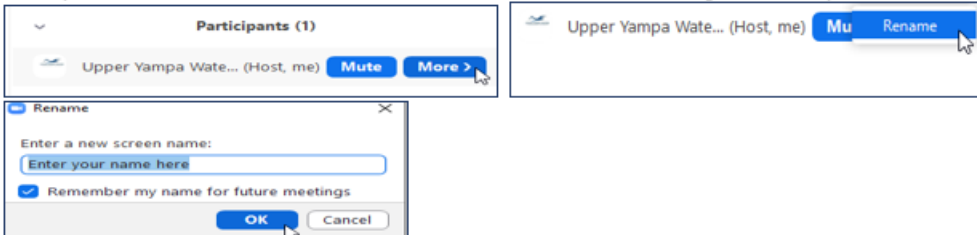
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Be sure you are identified properly:

Once in Zoom, be sure that you are identified properly. If you need to change, in "Participants" click on your ID and hover your mouse on "More >" and then click on "Rename". In the dialog box, enter your name and click "OK".



Contact Deb Bastian for any questions

- Email: dbastian@upperyampawater.com
- Phone: 970-819-0189

PUBLIC INPUT AND COMMENT

The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.

SUMMARY OF SC RESERVOIR MUNI WATER STORAGE CONTRACTS & DRAFT SC WATER MARKETING POLICIES





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 11/11/20

Item: Stagecoach Reservoir Water Marketing Policy

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

For the past several years, the Upper Yampa Water Conservancy District (UYWCD) has been working through water contract renewal processes for both Yamcolo and Stagecoach Reservoirs. To date, several water contract agreements have been finalized or are in the final steps of completion. The UYWCD is now positioned to consider a Stagecoach Reservoir Water Marketing Policy.

II. Summary and Alternatives:

The resolution of several contracting efforts is a culmination of over six years of efforts on behalf of the UYWCD Board of Directors (BOD) and staff and the UYWCD contract partners. Some water contracting decisions remain unresolved for Stagecoach Reservoir. Attached with this form is a proposed DRAFT Stagecoach Reservoir Water Marketing Policy. The proposed policy contains distinct parts for UYWCD BOD consideration (*updates from 10/09/20 UYWCD BOD Meeting Indicated*):

- DRAFT Text of Proposed Stagecoach Reservoir Water Marketing Policy (*updates to text reflect comments from contracting partners received by 11/11/20*).
- Appendix A: Contract Forms (*The Contract forms are to be determined pending final adoption of Stagecoach Water Marketing Policy*)
- Appendix B: DRAFT Stagecoach Water Price Matrix. DRAFT Pricing Matrix is presented for discussion purposes as UYWCD BOD considers policy components. (*Three options for Pricing Matrix are Included in response to comments and input from October UYWCD BOD meeting*)
- Appendix C: Contract Assignment Form (*The Contract Assignment Form is to be determined pending final adoption of Stagecoach Water Marketing Policy*)



- Appendix D: DRAFT of Proposed Stagecoach Reservoir Fill and Release Policy
(*clerical corrections made to text*)

Each of the policy components listed above is dependent on the final form of the Stagecoach Water Marketing Policy adopted by the UYWCD BOD and should be considered in concert. The DRAFT Stagecoach Water Marketing Policy will provide a framework for the deliberations and, hopefully, final resolution of these outstanding water contracting decisions for the UYWCD at Stagecoach Reservoir. The UYWCD General Manager will direct a continued discussion of water marketing policy terms such as length of contract term(s), use categories, different factors that may influence water price, and potential contract renewal terms before taking up the task of setting explicit prices for Stagecoach Reservoir water contracts.

The UYWCD, in cooperation with the City of Steamboat Springs, will hold a joint UYWCD-Municipal Water User informational meeting tentatively scheduled for January 6, 2021. The purpose of this informational meeting is for the UYWCD to collect input on the Stagecoach Reservoir Water Marketing Policy from municipal water users.

After collecting input from potential contracting partners, the UYWCD staff will be well positioned to present a final draft of the Stagecoach Reservoir Water Marketing Policy to the UYWCD BOD at the January 20, 2021 UYWCD BOD meeting.

III. Staff Recommendation:

Review the proposed DRAFT Stagecoach Reservoir Water Marketing Policy and make recommendations to the UYWCD staff for the final form of the Stagecoach Water Marketing Policy to be presented for adoption at the January 20, 2021 UYWCD BOD meeting.

IV. Legal Issues:

Stagecoach Reservoir Water Contracting, UYWCD By-Laws

V. Consistency with Board Goals and Policies:

UYWCD Strategic Plan Objective 3.2

Attachments:

Attachment 1: DRAFT Stagecoach Reservoir Water Marketing Policy

DRAFT

Stagecoach Reservoir

WATER MARKETING POLICY

Upper Yampa Water Conservancy District

December 3, 2020

DRAFT

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PURPOSE OF MARKETING PROGRAM

The Upper Yampa Water Conservancy District (UYWCD) is authorized and directed to provide for the beneficial use of water available for use from the UYWCD's storage capacity in Stagecoach Reservoir. The UYWCD's Board of Directors (Board) has approved the marketing of such water and other UYWCD water supplies as may be used to complement the use of such Reservoirs' water supplies through a contracting program described herein. The person or entity contracting with UYWCD for stored water under this policy is sometimes herein referred to as a "user" or "contract user" or "contractor."

1. AUTHORITIES UNDER PROGRAM.

- a. The General Manager is delegated the authority of the Board to implement and administer this Policy and the water supply contracts and assignments made pursuant to this Policy subject to the several specific reservations of Board authority stated herein. The General Counsel shall assist in the negotiation and drafting of the Water Supply Contracts.
- b. The General Manager is authorized by the Board to execute the Water Supply Contracts of not more than 100 acre feet in volume and for contract term of not more than 1 year made pursuant to this Policy on behalf of the UYWCD without further Board action. The General Manager will notify the Board of all such contracts.
- c. The General Counsel is directed and authorized to oppose Water Court applications which propose use of the UYWCD's water supplies without the existence of a current Water Supply Contract or otherwise at variance with this Policy.

2. SOURCES AND SCOPE OF MARKETING PROGRAM.

- a. Source: "Stagecoach Reservoir". Water delivered from Stagecoach Reservoir, for which a storage water right decrees were obtained by the UYWCD in the following Cases:

***NEW TABLE OF STORAGE RIGHTS TO BE INCLUDED
(11/30/20 - table is complete and under review for inclusion in Fill and Release Policies)***

Additional storage water right decrees may be obtained in the future by the UYWCD, and other water sources available to the UYWCD for use in its Water Marketing Program.

- b. Geographic. The UYWCD may enter into contracts with third parties for use of UYWCD water supplies directly, or by exchange or augmentation, within the UYWCD Boundary, subject to site-specific determination by the UYWCD's Board of Directors, and subject to determination by the General Manager and General Counsel of the legal and physical feasibility of such use, and subject to the principles and limitations stated herein. The UYWCD will not contract to provide a water supply to any parcel of land or area that was previously served with water rights that were conveyed out of the UYWCD

District Boundary, absent express approval by the UYWCD Board of Directors. Contracts with third parties for use of the UYWCD water supplies outside of UYWCD Boundary or to facilitate uses outside of Water Division No. 6 (including for use outside of, or to facilitate use outside of, the UYWCD) require express approval, including pricing, by the Board of Directors. All contracts will describe the specific locations of use of the water supply by the Contract user, and for Environmental and Recreational Contracts, to the extent known, subsequent uses by downstream Reuse Contractors water users, so that any change of locations of use shall require prior approval of the Board of Directors.

3. NATURE OF WATER SERVICE.

- a. Contract Form. The UYWCD shall provide water supply for beneficial uses pursuant to contracts substantially in the forms attached hereto as Appendix A. The forms of the Water Supply Contract shall be used for all Contract applications made on and after the date of the adoption of this Policy as revised, and the forms also may be used for Contract applications which are in progress as of such date. The Board reserves the authority to modify the Water Supply Contract forms on a case-by-case basis. The General Manager and General Counsel may make non-substantive changes to the Contract on a case-by-case basis in order to tailor that Contract to specific situations. In the event of any conflict between an executed Water Supply Contract and these policies the Contract shall be controlling.
- b. Type of Service. The UYWCD will deliver previously stored water at the outlet of the UYWCD's storage facilities into a stream system. The contract user is responsible at the user's sole cost for arranging and obtaining the legal use or credit of such water, shall bear the burden of any stream flow losses (seepage and evaporation) below such outlet, and shall be responsible, in consultation with the Division Engineer for Water Division No. 6, for arranging and administering the delivery of such stored water below such outlet to the place or places of use by such user. As reasonably requested by the Contract user under an Environmental or Recreational Contract, the UYWCD will cooperate with the Contract user in fulfilling the Contract user's responsibilities as described in this paragraph.
- c. Primary Sources of Supply. As previously described in subparagraph 3.a. above, the UYWCD's supply of water for the program described herein is anticipated to derive substantially from the following sources of supply:
 - i. Stagecoach Reservoir. The UYWCD's volume stored in priority of Stagecoach Reservoir, located on the Yampa River.
- d. Alternate Sources of Supply. The UYWCD may, in its sole discretion, provide water to a Contract user from alternate sources or facilities, provided that the releases from alternate sources or facilities are suitable to legally and physically meet the calling water right at the point or points of delivery of such water at such alternate sources or facilities.

4. CONTRACTING PROCESS AND TERMS.

-
- a. Timing. As to particular sources of supply, the UYWCD shall not execute any contracts until that source has been legally acquired by the UYWCD and all needed permits satisfactory to the General Manager have been issued by appropriate agencies and received by the UYWCD. Pending legal acquisition of and the receipt of all permits for a particular source of supply by the UYWCD, the UYWCD will process contract applications for such source but will defer contract execution.
 - b. Applications and Fees.
 - i. Prospective Contractors shall make written application to the UYWCD on forms prepared by UYWCD staff and approved by the General Manager and General Counsel. Such completed application forms shall be accompanied by the Contractor's non-reimbursable payment to the UYWCD of \$300.00 as the fee for the UYWCD's processing of the application.
 - ii. The General Manager will impose a fee of \$600.00 for contract amendments and assignments. At the General Manager's discretion, the assignment and/or amendment fee may be waived.
 - c. Verification of Need. The application process shall include a description by the contract applicant of the nature of its water service, its places of use, its available water rights and supplies, and its need for Contracted Water. The need of the contract applicant for program water in the quantity requested shall be verified by the General Manager, in consultation with the General Counsel, as necessary. If the General Manager determines that all or any portion of a water contract request is not based upon real, lawful, legitimate need, the General Manager shall report that finding to the UYWCD Board before approval of any contract, with a copy of such report provided to the Applicant. The Board will allow the contract applicant to present written information in support of its claimed need and in response to the General Manager's report, and the Board may in its sole discretion approve, disapprove, or approve with modifications or conditions the application. The Applicant may modify its application up to the date of decision by the Board. The Board's decision on such matters shall be final.
 - d. Consistency with UYWCD Programs. The General Manager and General Counsel shall review all contract applications for consistency with the principles and limitations stated herein, consistency with the District's water rights for the requested water supply, and consistency with Colorado law and state and local governmental regulations and any separate agreements regarding water conservancy district water supply programs.
 - e. Minimum and Maximum Quantities. The minimum amounts of water which may be contracted pursuant to this Policy shall be not less than 1 acre-foot annually. The maximum amounts of water which may be contracted to each person or entity pursuant to this Policy shall be as set forth below unless otherwise approved in advance by the Board of Directors on a case-by-case basis. In determining such maximum amount, existing prior contracts by the District for water supply for the applicant or its affiliates shall be counted and included in determining whether the maximum quantity would be exceeded by a new requested application.

Source	Maximum
Stagecoach Reservoir	2,000 AF

- f. Project Contract Year. The basis for calculating delivery obligations for water supply of the District contracted to persons or entities shall be the “Project Contract Year” or multiples thereof, ~~which~~ A “Project Contract Year” shall be the period from March 1 in one year through February 28 (29) in the succeeding year, and such a Project Contract Year shall be herein referred to as the calendar year in which it commences. The date or dates of payment for contracted water supply shall be set forth in the Contract by the General Manager, shall normally be expected to be August 1 ~~of~~ within the Project Contract Year for municipal and industrial water supplies, and October 31 for agricultural supplies within the Project Contract Year, but in all circumstances the date of payment for water to be delivered in a Project Contract Year shall be no later than October 31 of such Year.
- g. Terms and Provisions of Contracts. Multiple options are available for Contract terms, as follows:
- i. Term for Municipal or Industrial Contracts: The maximum duration or term for delivery of stored water of the District for ~~municipal or industrial~~ contracts shall be from the date of execution of such Contract through the end of the 2041 Project Contract Year. The maximum duration or term for delivery of stored water of the District for municipal contracts shall be from the date of execution of such contract through the end of the 2061 Project Contract Year. Any such Contract shall require the District to commence and participate in discussions with the contracting user regarding possible execution of a new water supply Contract, for the same or a lesser amount of stored water, to commence upon the end of the current Contract term, to be held within the final Project Contract Year of such Contract. The District reserves the right to change this policy and to change the pricing, duration, limitations, principles and forms for new water supply contracts going forward, at any time and from time to time, and such changes are to be applicable to all new contracts for the same type of water use thereafter, including any new contracts entered into by the District in 2021 or later pursuant to the following paragraph after the end of the 2041 Project Contract Year to users whose existing contracts will expire as of the end of the 2041 Project Contract Year immediately below.

However, the municipal contract user of any municipal water supply contract entered into by the District in 2021 or later, which expires at the end of or before the 20641 Project Contract Year, who has not defaulted on such contract provisions during the term thereof and whose area of use remains ~~the largest of~~ (a) the lawful boundary of such municipality, including any annexations into such municipality, or (b) the approved urban growth boundary, or (c) the approved municipal water service area boundary, each as may be determined by the governing board of such municipality from time to time during the contract, ~~may request in writing to the District during the final Project Contract Year that the duration of a succeeding contract to such municipal user be for a term (a) ending~~

Commented [AR1]: At the January 2, 2021 UYWCD BOD meeting, the UYWCD will consider a pricing review with the potential for a pricing reset to occur at the end of the 2041 contract year for all new municipal contracts. The UYWCD will consider the addition of a force majeure clause for all new contracts.

at the end of the 20641 Project Contract Year, if the term of the existing contract ends before the 20641 Project Contract Year, or (b) in the event that the final Project Contract year of the existing contract is ~~2041~~ the 2061 Project Contract Year, then up to ~~35~~20 years after ~~such final 192061 Project Contract year~~2041, in either case for an annual supply up to but not exceeding the maximum amount under the then-effective water supply contract. If such request is made during the final Project Contract Year, and if such municipal user otherwise agrees with the pricing, limitations, principles, and form for such new municipal water supply contract under the policies of the District in effect at that time (other than any duration limitation), then the Board during such final Project Contract Year shall enter into such new municipal water supply contract with such municipal user on the then-approved form of Contract and then-prevailing municipal supply pricing, for the term requested by such municipal user but not ~~exceeding (a) the end of the 2041 Contract Year if the term of the existing contract ends earlier than 2041, or (b) exceeding 35 20 years, if the term of the existing contract ends at the end of the 2041 Project Contract Year.~~ for the amount of annual supply requested by such municipal user not exceeding the amount contracted for under the expiring Contract. It is expected that this policy and the pricing, limitations, principles and forms for new water supply contracts of the District will be changed from time to time in the future by the Board of Directors to adapt to changing conditions, including (but not limited to) changes in law and regulation, hydrologic changes, the financial condition of the District, availability of water sources, interstate conditions of the Colorado River system, environmental requirements or policies, water quality changes, or changes in the master planning of the District Board of Directors.

- ii. Term for Agricultural Contracts: The maximum duration or term for delivery of stored water of the District for agricultural contracts shall be from the date of execution of such Contract through the end of the 2041 Project Contract Year. Any such Contract shall require the District to commence and participate in discussions with the contracting user regarding possible execution of a new water supply Contract, for the same or a lesser ~~or greater~~ amount of stored water, to commence upon the end of the current Contract term, to be held within the final Project Contract Year of such Contract. The District reserves the right to change this policy and to change the pricing, duration, limitations, principles and forms for new water supply contracts going forward, at any time and from time to time, and such changes are to be applicable to all new contracts for the same type of water use thereafter, including any new contracts in 2021 or later~~after the end of the 2041 Project Contract Year to users whose existing contracts will expire as of the end of the 2041 Project Contract Year~~. Every agricultural use contract for delivery of stored water from Stagecoach Reservoir shall contain a limitation that the District may, in its sole discretion, upon written notice to such user terminate and end such contract prior to its stated termination date without liability of any kind to the contracting user if such contracting user physically uses the stored water to replace water lawfully available to such user from direct flow water rights or other storage supplies, if such user or its affiliates obtains economic benefits from the absence of use of lawfully available

direct flow water rights or other storage supplies in an amount exceeding the pricing paid or payable by such user of the stored water under the District's agricultural use water supply contract then in effect.

- iii. Term for Environmental or Recreational Contracts: The UYWCD recognizes that a diversity of contract terms may be necessary to provide mechanisms for environmental or recreational or in-stream flow enhancement agreements that allow for flexible water management. Unless otherwise determined by the Board of Directors on a case-by-case basis, the initial duration or term for delivery of stored water of the UYWCD for environmental or recreational or in-stream flow enhancement purposes shall be for one year from the date of execution of such Contract. ~~Unless otherwise determined by the Board of Directors on a case-by-case basis, the maximum duration or term for delivery of stored water of the District for environmental or recreational or in-stream flow enhancement purposes shall be from the date of execution of such Contract through the end of the second Project Contract Year, after the Project Contract Year in which such Contract was executed, i.e., for no more than 3 Project Contract Years in succession. Longer-term durations for environmental or recreational or in-stream flow enhancement agreements considered will not extend beyond the end of the 2041 project year.~~ No environmental or recreational or in-stream flow enhancement contract shall contain any renewal or extension clause or provision. Contracts for storage of water for intended release for environmental or recreational use shall (a) preserve the right of the District for first use to generate hydro power through Stagecoach Dam for all such releases, and (b) permit the allottee to sub-contract the return flow from the contracted environmental or recreational location(s) of use to other water users approved by the District (a "Reuse Contractor") for subsequent use downstream from the original contracted location(s) (whether within or outside of the District boundary) so long as such Reuse Contractor or its affiliates does not use the subcontracted reuse water to replace water lawfully available to such Reuse Contractor or its affiliates from direct flow water rights or other storage supplies (including storage supplies from a District project), and (c) be "take or pay" contracts requiring payment to the District for the full amount of the water contracted for storage in Stagecoach Reservoir annually whether or not the environmental or recreational allottee calls for and/or uses the full stored amount, so long as such full contracted amount is in fact stored during the Project Year. The District reserves the right to change this policy and to change the pricing, duration, limitations, principles and forms for new environmental or recreational or in-stream flow enhancement water supply contracts going forward, at any time, and such changes are to be applicable to all new contracts for the same type of water use thereafter.

- h. Pricing. The pricing for each type of water use described above in subsection (g) will be reviewed and set annually by the UYWCD's Board of Directors (which decision normally will be made prior to March 1 each year). The approved pricing for the current Project Contract Year is attached hereto as Appendix B. Each contract for water supply from the District shall contain a Cost of Living Adjustment (COLA) provision by which the amount payable per acre foot in the next Project Contract Year shall automatically be adjusted upwards by annual changes to the COLA index for the Denver-Aurora-

Commented [AR2]: The UYWCD will consider the topic of longer than one-year ERC agreements at the January 20, 2021 UYWCD BOD Meeting. ERC agreement term limits to not longer than 3 years will be considered. Proposals for ERC agreements for up to 10 years that include annual options that address concerns of both the UYWCD and potential contract partners will be considered.

Lakewood index, “all items,” “urban consumer” for the 12 -months ending at the end of June of the then-applicable Project Contract Year.

Annual payment terms in all water storage contracts, including contracts for industrial, municipal, agricultural, recreational, environmental or other purposes, shall be “take OR pay” contracts requiring payment to the District for the full amount of the water contracted for storage in Stagecoach Reservoir each year as required in such contract, whether or not the contractor calls for and/or uses the full stored amount that year, so long as such full contracted amount for that Project Year is in fact stored during that Project Year.

- h.i. Minimum Charges. The pricing charge under Appendix B for District water supply for each type of water use will be based upon the amount contracted by the user times the then applicable per-acre-foot price as of the date of execution of such contract, except that the minimum annual billing for any type of water supply use for any amount shall be \$100.00, which amount shall escalate in the same manner as provided in subparagraph h. above.
- h.j. Contract Execution. The applicant(s) for a Stagecoach Reservoir Water Supply Contract shall have sixty (60) days after mailing or electronically transmitting the final Contract document to them in which to execute the final Contract and deliver the executed originals to the UYWCD’s offices. If such execution and delivery are not accomplished in that time, the applicant shall be deemed to have rejected the District’s offer to contract.
- h.k. Limitation on Disposition. Subject to the exceptions set forth below, Contractors may not sublet, sell, donate, loaned, or otherwise dispose of any of its rights to a Contract or Contracted Water. All Contracts will describe the specific locations of use of the water supply, so that any change of locations of use shall require prior approval of the Board of Directors. For municipal use Contractors, the specific location of use shall be the largest of (a) the lawful boundary of such municipality, including any annexations into such municipality, or (b) the approved urban growth boundary, or (c) the approved municipal water service area boundary, each as may be determined by the governing board of such municipality from time to time during the contract. The UYWCD will approve an assignment of a Contract for industrial or agricultural use water in all instances in which a permanent transfer and assignment of the Contract is to be made to a successor in interest of Contractor by reason of the transfer of the title or other legal right to use the property served by the Contracted Water, or where the transfer is made to an entity such as a homeowners’ association or special district created to serve the property originally represented to the UYWCD to be served with the Contracted Water. Assignments and transfers of municipal use water shall require the approval of the Board of Directors of the District and will not be approved except in the case of merger or dissolution of the municipal user. Any disposition of a Contractor’s rights to a Contract or Contracted Water must be by written instrument signed by the UYWCD. An example of a Contract Assignment form is attached hereto as Appendix C. As provided in subparagraph 4.b. ii. above, a \$600.00 fee will be imposed for each contract assignment. Water supply contracted for environmental or recreational use may be used by Reuse

Contractors as set forth above in subparagraph 4.g.iii.

k-l. Pricing upon Assignment. Except for sub-contracts to Reuse Contractors of environmental or recreational water use contracts as described in Subsection 4(g) above, every assignment of a Contract will be subject to review and approval by the UYWCD, and such approval shall require the assigning Contactor and assignee to agree in writing to such changes in provisions of such Contract as will bring such Contract into full compliance with the then-current pricing and contracting policies duration, limitations, and principles in effect at the time of the assignment.

5. SHORTAGE CRITERIA. Water shortages among the UYWCD's Contractors shall be apportioned in the sequence detailed in the Stagecoach Fill and Release Policy attached hereto as Appendix D.
6. DELIVERY CONTINGENCIES. There are several assumptions upon which the UYWCD's ability to deliver water pursuant to this Water Marketing Policy are contingent.
 - Terms and conditions of applicable Water Court decrees for the sources of supply.
 - Terms and conditions of permits for all of said sources of supply and their related facilities.
 - Terms and conditions of any substitute supply plans and plans for augmentation or exchange regarding Contractors' use of the sources of supply.
 - Hydrologic availability of water supply from natural sources to Stagecoach Reservoir sufficient to place enough water in storage in any year sufficient to meet all of the permitted demands for deliveries under the contracts of the District.
 - The physical condition of Stagecoach Reservoir sufficient to physically store water up to the designed capacity of the Reservoir and to deliver water out of the outlet works of the Reservoir into the Yampa River below the dam.
 - The water quality of stored water in Stagecoach Reservoir being sufficient to meet the water quality requirements of any governmental entity or agency permitting raw water deliveries into the Yampa River below the dam.
7. ANNUAL REVIEW OF THIS POLICY. The Board of Directors shall review this Policy each year prior to the end of the calendar year, to determine if any amendments or revisions should be made to this Policy. The District Manager or Board Chairman shall place such review on the agenda of a Board meeting before the end of each calendar year.

APPENDIX A
CONTRACT FORMS

TO BE DETERMINED WITH FINAL VERSION OF POLICY

Stagecoach Reservoir Water Contract Pricing

DRAFT Appendix B - Option 1
SAMPLE PRICING ALTERNATIVES FOR DISCUSSION PURPOSES ONLY

Contract Category		Contract Period (Years or End Date)			Notes: BP +/- "\$ amount"
Contract Volume (AF)		11 years to 2041	6 to 10 years	1 to 5 years	
Industrial	500 to 2000	BP + 35	BP + 15	BP - 5	BP = Base Price (TBD by UYWCD BOD)
	1 to 499	BP + 40	BP + 20	BP	
		Contract Period (Years or End Date)			
		11 years to 2061	6 to 10 years	1 to 5 years	
New Municipal	500 to 2000	BP + 35	BP + 15	BP - 5	BP = Base Price (TBD by UYWCD BOD)
	1 to 499	BP + 40	BP + 20	BP	
		Contract Period (Years or End Date)			
		Existing Contract Term			
Existing Municipal	500 to 2000	CP			CP = Contract Price calculated as per existing contract terms w/Budget Data
	1 to 499				
		Contract Period (Years or End Date)			
		Contract Term (all end in 2041)			
Environmental Recreational	500 to 2000	BP - 5			BP = Base Price (TBD by UYWCD BOD)
	1 to 499	BP			
		Contract Period (Years or End Date)			
		11 years to 2041	6 to 10 years	1 to 5 years	
Agricultural	500 to 2000	BP + 15	BP + 5	BP - 5	BP = Base Price (TBD by UYWCD BOD)
	1 to 499	BP + 20	BP + 10	BP	
		Contract Period (Years)			
		40 years			
Augmentation	1 to 10	Augmentation water pricing and contract specifics are indicated in the Yampa River Augmentation Plan.			Price Approved by BOD Annually
	(Greater than 10 AF requires Approval by UYWCD BOD)				

Stagecoach Reservoir Water Contract Pricing

DRAFT Appendix B- Option 2
SAMPLE PRICING ALTERNATIVES FOR DISCUSSION PURPOSES ONLY

Contract Category		Contract Period (Years or End Date)			Notes: BP +/- "\$ amount"
Contract Volume (AF)		11 years to 2041	6 to 10 years	1 to 5 years	
Industrial	500 to 2000	BP - 15	BP - 10	BP - 5	BP = Base Price (TBD by UYWCD BOD)
	1 to 499	BP - 10	BP - 5	BP	
		Contract Period (Years or End Date)			
		11 years to 2061	6 to 10 years	1 to 5 years	
New Municipal	500 to 2000	BP - 15	BP - 10	BP - 5	BP = Base Price (TBD by UYWCD BOD)
	1 to 499	BP - 10	BP - 5	BP	
		Contract Period (Years or End Date)			
		Existing Contract Term			
Existing Municipal	500 to 2000	CP			CP = Contract Price calculated as per existing contract terms w/Budget Data
	1 to 499				
		Contract Period (Years or End Date)			
		Contract Term (all end in 2041)			
Environmental Recreational	500 to 2000	BP - 5			BP = Base Price (TBD by UYWCD BOD)
	1 to 499	BP			
		Contract Period (Years or End Date)			
		11 years to 2041	6 to 10 years	1 to 5 years	
Agricultural	500 to 2000	BP - 15	BP - 10	BP - 5	BP = Base Price (TBD by UYWCD BOD)
	1 to 499	BP - 10	BP - 5	BP	
		Contract Period (Years)			
		40 years			
Augmentation	1 to 10	Augmentation water pricing and contract specifics are indicated in the Yampa River Augmentation Plan.			Price Approved by BOD Annually
	(Greater than 10 AF requires Approval by UYWCD BOD)				

Stagecoach Reservoir Water Contract Pricing

DRAFT Appendix B- Option 3
SAMPLE PRICING ALTERNATIVES FOR DISCUSSION PURPOSES ONLY

Contract Category		Contract Period (Years or End Date)			Notes: BP +/- "\$ amount"
	Contract Volume (AF)	11 years to 2041	6 to 10 years	1 to 5 years	
Industrial	1 to 2000	BP -10	BP - 5	BP	BP = Base Price (TBD by UYWCD BOD)
		Contract Period (Years or End Date)			
	Contract Volume (AF)	11 years to 2061	6 to 10 years	1 to 5 years	
New Municipal	1 to 2000	BP -10	BP - 5	BP	BP = Base Price (TBD by UYWCD BOD)
		Contract Period (Years or End Date)			
Existing Municipal	Contract Volume (AF)	Existing Contract Term			CP = Contract Price calculated as per existing contract terms w/Budget Data
		CP			
		Contract Period (Years or End Date)			
Environmental Recreational	Contract Volume (AF)	Contract Term (all end in 2041)			BP = Base Price (TBD by UYWCD BOD)
	1 to 2000	BP			
		Contract Period (Years or End Date)			
	Contract Volume (AF)	11 years to 2041	6 to 10 years	1 to 5 years	
Agricultural	1 to 2000	BP -10	BP - 5	BP	BP = Base Price (TBD by UYWCD BOD)
		Contract Period (Years)			
Augmentation	Contract Volume (AF)	40 years			Price Approved by BOD Annually
	1 to 10 (Greater than 10 AF requires Approval by UYWCD BOD)	Augmentation water pricing and contract specifics are indicated in the Yampa River Augmentation Plan.			

APPENDIX C

CONTRACT ASSIGNMENT FORM

TO BE DETERMINED WITH FINAL VERSION OF POLICY

RESOLUTION NO. 2021-X

A RESOLUTION

ADOPTING STAGECOACH RESERVOIR FILL AND RELEASE POLICIES.

WHEREAS, the Upper Yampa Water Conservancy District ("District") constructed, owns, and operates Stagecoach Reservoir located in Routt County, Colorado on the Yampa River; and

WHEREAS, the District is empowered pursuant to C.R.S. § 37-45-134 to make and enforce all reasonable rules and regulations for the management, control delivery, use and distribution of water; and

WHEREAS, the Board of Directors of the District ("Board") desires to adopt the attached fill and release policies for Stagecoach Reservoir, which the Board finds to be reasonable rules and regulations for the management, control, delivery, use and distribution of water, which maximize the beneficial use of water available for storage and release from Stagecoach Reservoir and which are consistent with all permits, approvals and contractual commitments of the District and the requirements of law for the operation of Stagecoach Reservoir.

NOW THEREFORE, be it resolved that the Upper Yampa Water Conservancy District Stagecoach Reservoir Fill and Release Policy attached hereto is approved and adopted effective **Month Day, 2021**.

**UPPER YAMPA WATER
CONSERVANCY DISTRICT**

By: _____

ATTEST

Andy Rossi, Secretary

Upper Yampa Water Conservancy District
Stagecoach Reservoir Fill and Release Policy

I. General Policy

The Upper Yampa Water Conservancy District (" District") has constructed and owns and operates a dam and reservoir known as Stagecoach Reservoir in Routt County, Colorado for the purpose of supplying water within its boundaries. The dam and reservoir are located on the Yampa (Bear) River upstream from the City of Steamboat Springs. The total storage capacity of the Reservoir is approximately 36,439 acre-feet. Water is stored in Stagecoach Reservoir pursuant to various water rights owned by the District. The storage and release of water to meet the needs of water customers holding water contracts with the District is the primary function of the reservoir. Use of the Reservoir as a recreational amenity and for generation of green hydroelectric energy are important ancillary benefits to the storage and releases of water but remain secondary to providing water to the District's allotment and augmentation contract customers. The District recognizes the need to adapt to the variability of precipitation throughout the year and over successive years in adopting these policies on reservoir filling and release. The District will continue to work towards making its system a reliable source of water for the District' s constituents by improvements in its operation of existing projects and contemplation of new projects that may change these policies in the future. To that end the District Board adopts these policies for the operation of Stagecoach Reservoir.

II. Filling Policies

Stagecoach Reservoir typically fills during spring runoff and releases water under allotment contracts in the late summer and fall of the year. Water is stored under decreed water rights owned by the District in order to best meet the needs of its constituents. Water accounting will be done in accordance with the laws of the State of Colorado. Water accounting procedures subject to these policies will be developed by UYWCD staff in consultation with the Division Engineer and approved by the Board.

A. Water Rights

1. Water Rights Decreed for Storage

Water rights decreed for storage in Stagecoach Reservoir. The following absolute and conditional water rights are decreed for storage in Stagecoach Reservoir:

WATER RIGHT				AMOUNT					ADMIN NO.	APPROP. DATE
<u>Agricultural HCU Credits/Ditch Rights</u> (below per 95CW078)¹				518.4 AF absolute						
Ditch	April	May	June	July	Aug	Sept	Oct	Total (AF)		
Yellow Jacket	0.5	16.5	52.1	48.9	23.8	5.5	0.7	148.0	14175.00000 33782.25353	
Union	1.5	20.7	165.3	154.7	36.4	2.9	0	381.5	14563.00000 33782.24988	
Union reduction ²	1.3	18.7	149.1	139.5	32.8	2.6	0	344.0	n/a n/a	
Little Chief	0.8	4.8	12.3	6.8	1.6	0.1	0	26.4	20450.19968 33782.25353	
Total	2.6	40.0	213.5	195.2	58.2	8.2	0.7	518.4		
<u>Four Counties Ditch No. 1 and No. 3</u> <u>(Priority 40)</u>				<u>151-184.8 cfs (302-366.55 AF/day)</u> absolute <u>605-571.2 cfs (1210-1,133 AF/day)</u> conditional					39599.00000	06/02/1958
Bear Reservoir				11,614.2 AF absolute					40815.00000	09/30/1961
Pleasant Valley Reservoir				20,854 AF absolute/ 9,246 AF conditional³					41727.39991	06/29/1959
Pleasant Valley Feeder Canal				300 cfs (600 AF/day) conditional					41727.39991	06/29/1959
<u>Four Counties Ditch No. 3 Enlargement and Extension</u> <u>(Priority 45)</u>				<u>864-394 cfs (1728-781.5 AF/day)</u> conditional					41727.41412	05/20/1963
Bear Reservoir Enlargement				<u>22,105.83,928 AF conditional</u>					44559.44488	10/21/1971
<u>Bear/Stagecoach Reservoir 2nd Filling</u>				6,670 AF absolute					53691.53386	03/01/1996

¹ Case No. 95CW078 changed these water rights for storage in Stagecoach Reservoir and allows for evaporation and augmentation and other uses under respective priorities.

² Union Ditch consumptive use reduced for wetland development and maintenance, water supply for waterfowl ponds and recreation uses in Case No.9 5CW78.

³ 40,720 AF total per Case No. W-946-76, minus 20,854 AF absolute, minus 10,620 AF transferred to Morris on Creek Reservoir in Case No. 07CW061

Decreed Uses:

	Bear Reservoir (1st & Enlg.)	Bear Reservoir Refill	Pleasant Valley Reservoir	Four Counties P-40	Four Counties P-45	Agricultural HCU Credits
Irrigation	x	x	x	x	x	x
Stock	x	x	x			x
Domestic	x	x	x	x	x	x
Municipal	x	x	x	x	x	x
Industrial	x	x	x	x	x	x
Fish	x	x				x
Recreation	x	x		x	x	x
Aesthetics		x				
Evaporation			x			x
Power		x	x	x	x	x
Energy				x	x	
Mining				x	x	
Augmentation	x	x	x	x	x	x
Exchange	x	x	x	x	x	x

2. Start of Fill

The start of fill date for Stagecoach Reservoir is March 1 of each year.

3. Carry Over Storage

On the start of fill date, the total water supply stored under the Bear Reservoir 1st Fill storage right, Pleasant Valley Reservoir 1st Fill storage right, Bear Reservoir Enlargement storage right, and Bear Refill storage right for multiple uses is first allocated to the Bear Reservoir storage right up to a maximum of 11,614.2 AF, then it is allocated to the Pleasant Valley Reservoir storage right first in an amount up to the maximum decreed absolute volume and then in an amount up to the maximum decreed conditional volume, finally, any remaining storage is allocated to the Bear Reservoir Enlargement storage right first in an amount up to the maximum decreed absolute volume and then in an amount up to the maximum decreed conditional volume. In addition, the total water supply stored under the Bear Reservoir 1st Fill storage right, Pleasant Valley Reservoir 1st Fill storage right, Bear Reservoir Enlargement storage right, and Bear Refill storage right for non-augmentation uses is allocated in a similar manner, taking into account storage supplies already allocated to these rights for multiple uses. No water supply carried over from one water year to the next water year shall be allocated at the start of the fill year to the Four

~~Counties Ditch No. 1 and No.3, the Four Counties Ditch No. 3 Enlargement and Extension, the Yellow Jacket Ditch, the Union Ditch, or the Little Chief Ditch. On the start of fill date, water in storage in the Reservoir will be first allocated to the Bear Reservoir water right up to a maximum of 11,614.2 acre-feet and then to the Pleasant Valley Reservoir water right. No water carried over shall be applied against the Four Counties Ditch No. 1 and No. 3 or the Yellow Jacket, Union or Little Chief Ditches water rights.~~

Commented [AR1]: UYWCD will verify consistency of this statement with Stagecoach Reservoir accounting practices.

4. First Fill

~~After the start of fill date, the remaining capacity in Stagecoach Reservoir shall be filled under the water rights set forth above in order of seniority, storing first up to the maximum decreed absolute volumes. After the start of fill date, the remaining capacity in Stagecoach Reservoir shall be filled under the water rights set forth above in order of seniority. Water stored under the Bear Reservoir and Pleasant Valley water rights and any other water rights decreed for augmentation use since the adoption of this policy shall include augmentation, if in priority for such use. Stagecoach Reservoir shall be deemed to have filled once when the volume of water stored is equal to the capacity of the Reservoir less water carried over from the prior year and less evaporation, seepage and releases occurring between start of fill and the completion of the first fill.~~

5. Second Fill

~~After the start of fill date, any remaining capacity not carried over in Stagecoach Reservoir shall be filled under the water rights set forth above in order of seniority, to the extent each priority is available for storing. After the commencement of the first fill, evaporation and seepage during the water year shall be replaced by utilization of the water stored under the Yellow Jacket, Union and Little Chief Ditches, the Four Counties No. 1 and No. 3 rights, and the Pleasant Valley Reservoir 1st Fill water rights, in order of seniority. After a completed first fill of the Reservoir, and release of water from pools as described in Section III below, additional storable inflow may be stored during the remainder of the water year and allocated to the Stagecoach 2nd Filling water right."After the first fill, except for evaporation and seepage which shall be replaced by utilization of the Yellow Jacket, Union and Little Chief Ditches, and the Four Counties, and the Pleasant Valley Reservoir 1st Fill water rights in order of seniority, water shall be stored under the Stagecoach 2nd Filling water right.~~

6. Augmentation Use

The water rights listed in paragraph II(A)(1) above were changed to add and include as beneficial uses, appropriative rights of exchange and substitution, augmentation and exchange for replacement purposes and all other augmentation uses. The priority date for such additional uses for each of the water rights is the original decreed priority date with the exception of the Bear Reservoir and Pleasant Valley Reservoir water rights, which have a priority date for such additional uses of June 29, 2001. If water is stored under the Bear Reservoir and Pleasant Valley Reservoir water rights and/or any other water rights decreed for augmentation use at such time that such water rights are not in priority for augmentation uses but are in priority for other uses, the District shall account separately for such water stored for purposes other than augmentation and such water shall not be released for augmentation purposes in the year of storage or afterwards but may be released for all other purposes.

~~7. Raise Water Right~~

~~All water stored in Stagecoach Reservoir in excess of 33,275 acre feet in 2011 was stored pursuant to the Pleasant Valley Reservoir conditional water rights described in paragraph 1 (A) above.~~

~~8.7 Other Conditional Rights~~

In any year which the Bear Reservoir Enlargement, Pleasant Valley Reservoir conditional water rights, Pleasant Valley Feeder Canal conditional rights and remaining conditional water rights in Four Counties Ditch Nos. 1 and 3 and Four Counties Ditch No. 3 Enlargement and Extension are in priority when filling under the first fill, the District will fill under such rights and seek to make more of such rights absolute.

~~9.8 Filling Priority~~

The District has designated certain pools of water within the Reservoir for the purpose of contracting water. Contracts will be written and assigned to specific pools within the reservoir and contracts within each pool shall have equal priority (abated proportionally) when the pool contains water. Filling priority of Pools in the Reservoir shall be as follows:

Commented [AR2]: Diagram of pools will be added to final version.

- 1) 9,000 AF "Municipal/Industrial Pool"
- 2) 2,000 AF "Augmentation Pool"
- 3) 4,000 AF "General Supply Pool"
- 4) 3,164 AF "Raise Pool"
- 5) 3,275 AF "Preferred Remainder Pool"
- 6) 15,000 AF "Emergency Remainder Pool"

10.9. Description of Pools

a. Municipal/Industrial

The Municipal/Industrial Pool currently consists of:

9,000 acre-feet allocated for municipal and industrial uses pursuant to existing and future contracts between the District and such contracting entities, or the approved municipal or industrial allottees of water from Stagecoach Reservoir who contract for all or part of the 9,000 acre-feet allotted to such pool ("Municipal/Industrial Pool").

Water stored in the Municipal/Industrial Pool is available for release to municipal and industrial users including community water systems serving residential subdivisions and recreational in-channel diversions decreed to municipalities.

b. The Augmentation Pool

The Augmentation Pool currently consists of:

2,000 acre-feet of water allocated for augmentation use pursuant to the decree entered in Case No. 06CW49, Water Division 6 ("Master Augmentation Pool").

c. The General Supply Pool

The General Supply Pool currently consists of:

4,000 acre-feet of water allocated for agricultural, environmental, and recreational uses, and for municipal and industrial uses if the

Municipal/Industrial Pool described above becomes fully subscribed.
192-acre feet is currently allotted to Brian Stahl et al.

d. The Raise Pool

The Raise Pool Currently consists of:

3,164 acre-feet of water not currently under contract which represents the increase in capacity of Stagecoach Reservoir resulting from the raise in the level of the spillway completed in 2011, and which may be contracted for any beneficial uses approved by the Board.

e. The Preferred Remainder Pool

The Preferred Remainder Pool currently consists of:

3,275 acre-feet of water not currently under contract which represents the remaining capacity of Stagecoach Reservoir not allocated to the pools described in paragraphs II(A)(10)(a) through (d) above or II(A)(10)(f) below. It is anticipated that water stored in this Preferred Remainder Pool will not be contracted long term by the District so long as stored water is available to be allocated from the pools described in paragraphs II(A)(10)(a) through (d) above.

f. The Emergency Remainder Pool

The Emergency Remainder Pool currently consists of:

14,000 acre-feet of water not currently under contract which represents the remaining capacity of Stagecoach Reservoir not allocated to the pools above 1,000 AF of Sediment Storage, physically dead storage, and water that has limited hydraulic capacity for release.

III. Management of the Pools

A. Start of Year Allocation

The water available in Stagecoach Reservoir on March first and any subsequent fill shall be allocated to the pools listed in paragraph II(A)(9) in order until each pool is completely filled before allocating any water to the next Pool. If insufficient water is available in any Pool to supply water to all parties holding contracts for delivery of water from that Pool, the water available for delivery to

each contract holder shall be reduced proportionally, based upon the respective amounts of maximum contract allotments under the existing contracts from such Pool.

B. Commitment of Reservoir Pools

When Stagecoach Reservoir is completely filled, all contracts and commitments made in previous documents are fully served, including all contractual obligations and non-contract obligations of in-reservoir recreation storage. Thus, when the reservoir is full, with the exception of evaporation and releases from storage for minimum stream flow, 18,275 AF will be left after contract releases for the year, until and unless the Preferred Remainder Pool is contracted to allottees in the future.

C. Post Billing Fill

When water is not available to fill the Reservoir by July 15 in any year, the Emergency Remainder Pool, first, and then thereafter the Preferred Remainder Pool will be shorted and reduced by the amount of the fill shortage. Thus, contractual obligations will be available within Stagecoach Reservoir at a volume of 18,164 AF (elev. 7178.7 or 25.3 ft. below spillway elevation = 7204 ft.). In any year where Stagecoach Reservoir is not full by July 15 and storable inflow is available between July 15 and March 1 of the following year such storage will be made available to the unfilled pools in the order of the priority of pools set forth in Section 9 above, to be available during the water year of such filling. Such additional water made available to a previously unfilled pool will be made available proportionally among all allottees holding contracts from such pool, up to the amount in each instance such allottee was shorted or curtailed before such additional water storage became available. If only the Emergency Remainder Pool and/or the Preferred Remainder Pool were not filled in such water year, then the additional post-July 15 storable inflow will be allocated to supply these pools, applied first to the Preferred Remainder Pool up to the amount it was shorted.

IV. Release Policies

A. Release Operations

Except as otherwise required under the District's existing contracts for the delivery of water, releases of water pursuant to contract shall be made from the pool specified in the contract. Where feasible, Stagecoach Reservoir releases pursuant to contract will be made through the District's hydro-power generation facilities. Use of the Jet Flow valve

may be made in times of emergency if necessary, for structural concerns, control of dissolved oxygen levels downstream of the dam, or to minimize spilling over the dam crest for environmental concerns. These operational constraints made due to permitting requirements of the power plant through the Federal Energy Regulatory Commission (FERC) will be considered "Hydro" releases.

B. Outlet Capacity and ramping

Because of limited outlet capacity, the total instantaneous rate for contract releases at which water may be released from Stagecoach Reservoir will not exceed turbine capacity or the maximum instantaneous rate of release specified in an allotment contract, whichever is less. The District will make requested releases as soon as operationally possible (typically within 24 hours during the work week). Requested releases will be made in accordance with the District's ramping rate practices and current water order and release schedules.

C. Evaporation

Evaporation for the entire Stagecoach Reservoir will be applied and debited solely against the Emergency Remainder Pool.

D. Minimum Streamflow releases

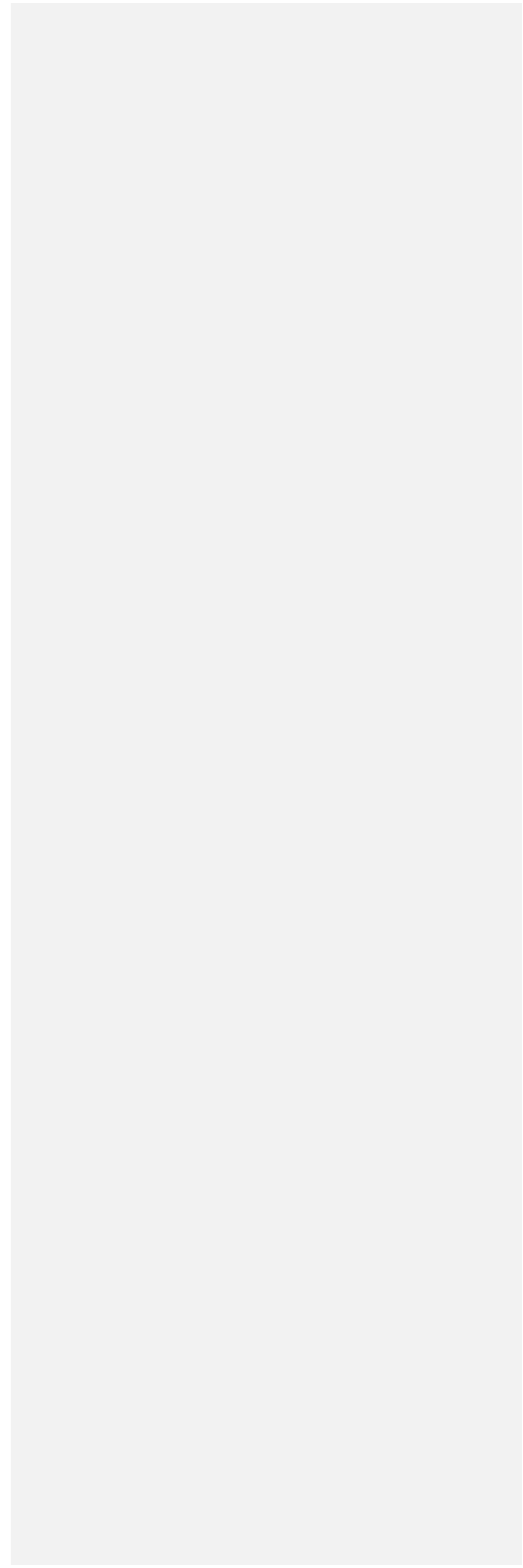
Required minimum stream flow releases which exceed inflow, and which are not released pursuant to contract shall be applied and debited first against the Emergency Remainder Pool and then against the Preferred Remainder Pool.

E. Prevention of Ice Damage

After August 1 of each year the District may make 1,500 AF space available as necessary from the Emergency Remainder Pool to avoid ice on the spillway crest, provided that such releases of stored water to make such space available are made through the hydro-electric power plant in the dam and not through the jet valve, in order to confirm accepted beneficial use of such releases. The District may release such additional water up to such 1,500 AF limit first from the Emergency Remainder Pool and then from the Preferred Remainder Pool in order to make space available in the Reservoir to store an amount not exceeding the 95% confidence of Reservoir filling based on the forecasts of Colorado River Basin Forecast Center as modified by adopted District forecast criteria and snowpack data. Consistent with sound operational practices for Reservoir operations, and use of the hydro-electric power plant in the dam, the District may schedule and time such releases up to 1,500 AF to co-ordinate with other requested storage releases from Stagecoach Reservoir for existing contract allottees, and to generate

income to the District from short-term environmental/recreational allotment contracts, and otherwise, in the discretion of the General Manager of the District, to co-ordinate with planned releases of stored water from other reservoirs in the Yampa River Basin owned or controlled by other entities where beneficial to improve the instantaneous in-stream flows below Stagecoach Dam and to ameliorate against periods of main-stem Yampa River administration by the Division Engineer.

DRAFT



MUNICIPAL CONTRACTOR INPUT, COMMENTS & QUESTIONS

