

AGENDA

**UPPER YAMPA WATER CONSERVANCY DISTRICT
EXECUTIVE COMMITTEE MEETING
THURSDAY, MARCH 5, 2026 (10:00 AM)
MOUNTAIN VALLEY BANK COMMUNITY ROOM
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO
ONLINE MEETING:**

[HTTPS://US06WEB.ZOOM.US/J/82439660566?PWD=IWVWOUHhZ40xLQ5ZzICc60ATUoCRvFY.1](https://us06web.zoom.us/j/82439660566?pwd=IWVWOUHhZ40xLQ5ZzICc60ATUoCRvFY.1)
MEETING ID: 824 3966 0566 - PASSCODE: 519049

INSTRUCTIONS ON HOW TO JOIN A ZOOM MEETING FOLLOW THE AGENDA

An Executive Committee meeting packet is available for public review on our website at <https://www.upperyampawater.gov/board-meetings> by 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.

QUESTIONS ON AGENDA AND/OR BOARD MATERIALS: Members of the public or Board of Directors with questions on the agenda or meeting materials are welcome to contact the General Manager at the District offices prior to the meeting. You may reach the General Manager at: arossi@upperyampawater.com or (970) 871-1035 Ext. 2.

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 Committee 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) **10:00 AM** Establishment of Quorum and Call to Order
- (2) **10:01 AM** Approval of Agenda for Meeting **Action item**
- (3) **10:02 AM** Public Input and Comment
The Committee will make no decision nor take action, except to direct the General Manager. Those addressing the Committee are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
- (4) **10:05 AM** Reservoir Storage Allocation
- (5) **10:55 AM** Executive Sessions:
 - a. Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations and _____ (insert description). Mere presence or participation of an attorney at an executive session is not sufficient to satisfy the requirements of CRS § 24-6-402(4)(b). Executive sessions to discuss legal matters are not recorded.
 - b. Executive session under CRS § 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing

negotiators with respect to _____ (insert brief description). This session will be recorded, and a copy of the recording maintained for not less than 90 days.

- c. At the conclusion of an executive session and the resumption of the public meeting, the Chairman will announce that if any person who participated in an executive session believes that any substantial discussion of any matters not included in the motion to go into executive session, or that any improper action occurred during an executive session in violation of the Open Meetings Law, that such person state their concern for the record.

(6) **10:55 AM** Committee actions in regard to Executive Session

Action Item

(7) **11:00 AM** Adjournment.



INSTRUCTIONS FOR MEETING ATTENDEES

JOIN A MEETING

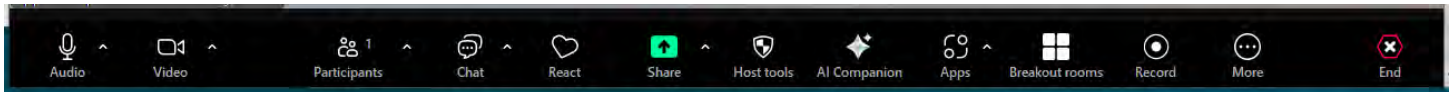
Join a Zoom meeting by clicking on the Zoom link provided by the meeting host or on our website. Example:



If this is your first Zoom meeting on your device, well in advance of the meeting click download and run Zoom. The *Zoom.exe* file will download, and you will need to open the file. This only needs to be done once for any device that you use Zoom on for the first time.

Once set up, click Join a Meeting > enter the Meeting ID > then click Join > enter Password if needed > then Join Meeting. Click Join with Computer Audio.

When you join a Zoom meeting hosted by another you will be an Attendee. You will have access to several features by hovering over the bottom of your Zoom meeting screen. The tool bar here will pop up:



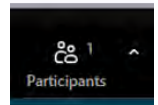
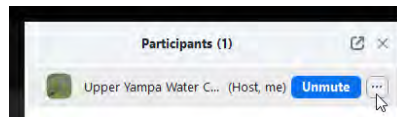
MUTE/UNMUTE AND START/STOP VIDEO

If your device has a microphone you can mute/unmute your microphone by clicking the Audio icon on the tool bar. A red line through the icon means you are muted. If your device has a camera you can turn it on/off by clicking the Video icon. A red line means the Video/camera is off.



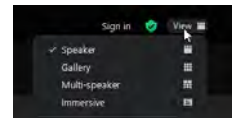
PARTICIPANTS

If you click on Participants you can view who is in the meeting. The participants list also gives you the option to rename yourself. Make sure you are identified properly. Hover over your name and click the three dots to change how your name appears. Example:



CHOOSE LAYOUT

At the upper right of your screen you can switch between Speaker View and Gallery View.



LEAVE MEETING

You can leave the meeting at any time by clicking on Leave Meeting at the lower right corner of the Zoom tool bar.

JOIN MEETING VIA CELL PHONE WITH ONE TAP MOBILE

To join a Zoom meeting via cell phone using one-tap mobile, simply tap the "One Tap Mobile" link in the meeting invitation on your phone. This will automatically dial the meeting number and enter the meeting ID, allowing you to join the audio only portion of the meeting without using the Zoom app.

JOIN MEETING BY PHONE WITH DIAL BY YOUR LOCATION

To join a Zoom meeting via a phone using your location's dial-in number, locate the "Dial by your location" section in the meeting invitation. Select the appropriate number for your country or region and dial it. You will then be prompted to enter the meeting ID, followed by any required participant ID and passcode.

ADDITIONAL RESOURCES (click to open)

[Getting Started](#) [Zoom Video Tutorials](#) [Using the Mobile App](#) [Zoom Help Center](#) [Zoom Training](#)

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.

RESERVOIR STORAGE ALLOCATION





BOARD COMMUNICATION FORM

From: Emily Lowell, District Engineer

Date: 3/5/2026

Item: Colorado Water Trust Storage Volume Allocation

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

Water storage and forecast information for Stagecoach Reservoir are included as reference materials for a discussion of the 2026 storage allocation to the Colorado Water Trust. Stagecoach Reservoir is contractually full at this time, meaning that there is sufficient volume in the reservoir to meet UYWCD existing storage contracts.

II. Summary:

Stagecoach Reservoir Status as of 2/27/2026 – Holding

Current Storage Volume: 28,780 AF

Current Inflow: ~40 cfs

Current Outflow: 40 cfs (recent rain), 10-day average has been ~32 cfs

CWT Contract Terms Summary:

UYWCD and CWT have a 10-year water storage contract (full contract included as Attachment 13). A brief summary of the contract, “Volume” refers to the contracted water stored by UYWCD that may be released at the request of CWT. Such water shall be allocated to one of the Volumes, each of which is subject to varying terms set forth in paragraph 6.1-6.3 of the contract.

Volume 1: 100 AF allocated annually. UYWCD will notify CWT if the full amount of Volume 1 is in storage in the Reservoir no later than **June 1** of each Project Contract Year.



Volume 2: No later than **April 1** of each Project Contract Year, UYWCD shall provide written notice to CWT whether it will allocate water to Volume 2. This notice shall include the amount, Contract Pool the allocation is derived from, timing of availability of such water, and the price per acre foot should it differ from the price for water stored in Volume 1.

Volume 3: At any time during the Project Contract Year, UYWCD may elect to allocate water to Volume 3. This notice shall include the amount, Contract Pool the allocation is derived from, timing of availability of such water, and the price per acre foot should it differ from the price for water stored in Volume 1.

CWCB In Stream Flow (ISF) Loan

The CWCB ISF loan approval period from Stagecoach Reservoir to the Yampa River is from June 1, 2022 to June 1, 2032. The ISF loan may operate 5 out of 10 years and not more than 3 consecutive years. The CWCB ISF Loan Program operated in 2024 and 2025. If the ISF loan is operated this year, 2027 would have to be taken off.

Historical CWCB ISF Loan Operations and CWT Contracts:

- CWCB ISF Loan Contract Signed in 2012 (3 in 10): Operated 2012, 2013, 2017
- CWCB ISF Loan Contract Signed in 2022 (5 in 10): Operated 2024, 2025, 3 remaining operational years

Table 1. Historical CWT Volume Allocations

Year	CWT Volume (AF)	CWCB ISF Run?*	Notes
2012	4,000	Y	3 in 10 CWCB Contract
2013	2,819	Y	3 in 10 CWCB Contract
2014	-	N	
2015	1,185	N	
2016	264	N	
2017	1,200	Y	3 in 10 CWCB Contract
2018	1,800	N	
2019	1,488	N	
2020	1,009	N	
2021	1,850	N	
2022	3,603	N	
2023	3,288	N	
2024	5,100	Y	5 in 10 CWCB Contract
2025	5,100	Y	5 in 10 CWCB Contract

*Alternate locations for shepherding of water made in coordination with the CWT, City of Steamboat Springs, and DWR for releases during non CWCB ISF Loan years



Table 2 shows the Stagecoach Reservoir contract pools, fill priority, volumes contracted and volumes remaining. Fill priority 1 is the volume which is “most firm” while fill priority 6 is “least firm”. This means that the Emergency Pool (priority 6) is shorted/abated first in the years when the reservoir does not fill.

Table 2. Stagecoach Reservoir Contract Pool Volumes and 2026 Contracts

Filling Priority	Contract Pools	Total Volume (AF)	Total Volume Contracted (AF)	Total Volume Remaining (AF)
1	Muni / Industry	9,000	2,167	6,833
2	Augmentation	2,000	70	1,930
3	General Supply	4,000	31	3,969
4	Raise Water	3,164		3,164
5	Preferred Remainder	3,275		3,275
6	Emergency	15,000	N/A	N/A
	2026 Abated Emergency Volume (current reservoir volume)	7,341	N/A	N/A
	2026 Abated Emergency Volume (projected fill volume)	9,088	N/A	N/A
	Total	36,439	2,268	19,171
			11% of current available contract volume (excludes Emergency Volume)	89% of current available contract volume (excludes Emergency Volume)

III. Staff Recommendation:

Table 3 shows three options for possible storage volume allocations from Stagecoach Reservoir to the Colorado Water Trust for WY2026. Please refer to Stagecoach Reservoir Elevation Profile for more information about water elevations and critical infrastructure levels.



Table 3. CWT Volume Allocation Options

Allocation Options	CWT Volume Allocation (AF)	Projected End of Season Elevation w/ CWT Release (ft)	Remaining Volume Available for Sale* (AF)	Revenue Generated by Contract Option
1. High Volume	5,100	7186.3	8,160	\$287,232
2. Medium Volume	3,600	7188.7	9,660	\$202,752
3. Low Volume	2,000	7189.5	11,260	\$112,640

*Maximum projected reservoir volume based on WY26 projection is 30,527 AF. The remaining volume available for sale takes out the existing storage contracts and Emergency Remainder pool.

IV. Legal Issues:

N/A

V. Consistency with Board Goals and Policies:

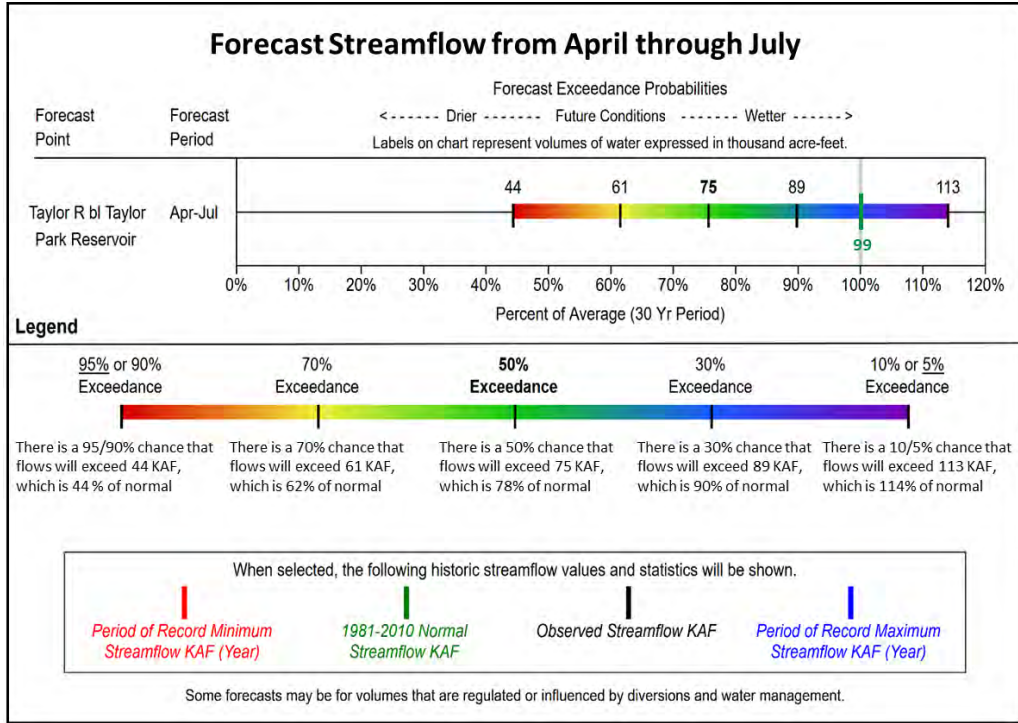
Policy Statement: 3

Attachments:

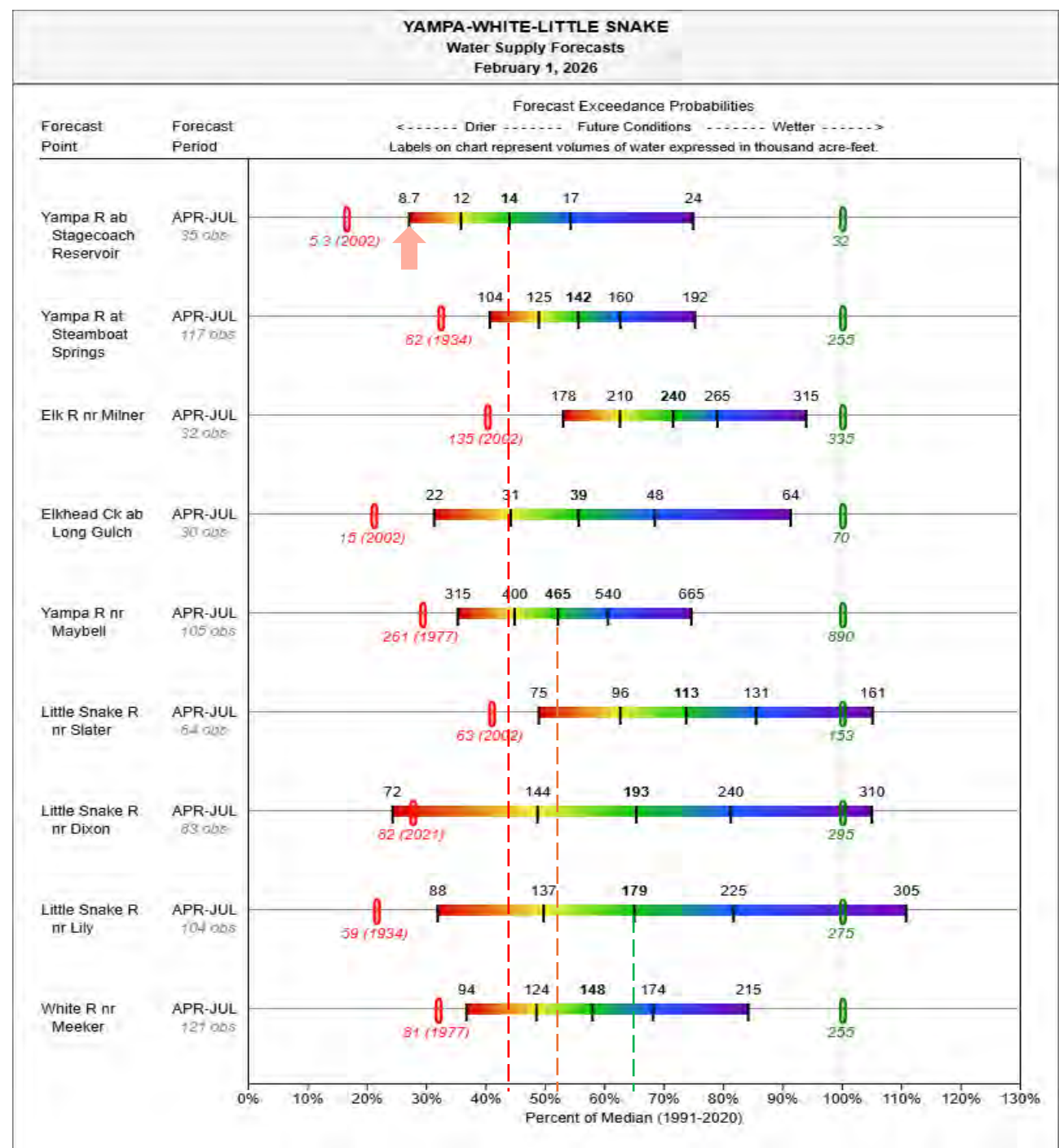
1. NRCS February 1 Streamflow Forecast
2. Crosho SWE to date (used for Stagecoach inflow forecasting)
3. Lynx Pass SWE to date (used for Stagecoach inflow forecasting)
4. Stagecoach Inflow Volumes from 2011 to 2025
5. Stagecoach Reservoir Statistics from 2020 to 2025
6. Stagecoach Contracts Summary from 2011 to 2025
7. WY 2021 Yampa River Flows at Steamboat
8. WY 2024 Yampa River Flows at Steamboat
9. WY 2025 Yampa River Flows at Steamboat
10. Stagecoach Reservoir Structural Profile vs. Water Elevations
11. WY26 Projections Showing 3 Volume Allocation Options
12. WY27 Subsequent Drought Scenario Projections
13. CWT 10-Year Contract



Spring 2026 Streamflow Forecast February 1, 2026



- As of 02/01/26 Stagecoach Reservoir needs ~ 7,900 AF to fill.

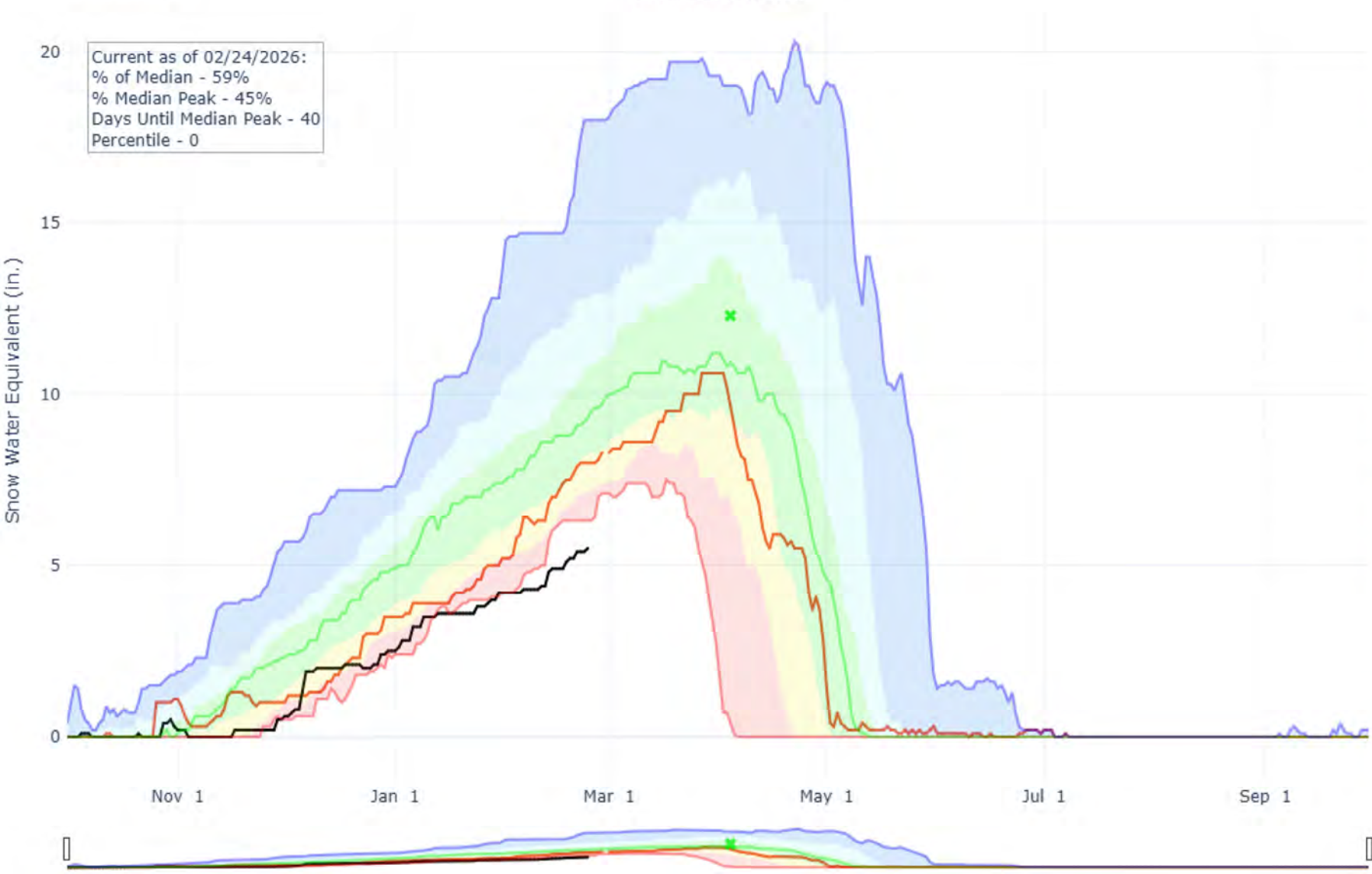


Attachment 2: Crosho Snotel Gage

Reset Range

Link to data: CSV / JSON

Current as of 02/24/2026:
% of Median - 59%
% Median Peak - 45%
Days Until Median Peak - 40
Percentile - 0



- ✖ Median Peak SWE
- Max
- Median (POR)
- Median ('91-'20)
- Min
- Stats. Shading
- 2026
- 2025
- 2024
- 2023
- 2022
- 2021
- 2020
- 2019
- 2018
- 2017
- 2016
- 2015
- 2014
- 2013
- 2012
- 2011
- 2010
- 2009
- 2008
- 2007
- 2006
- 2005
- 2004
- 2003

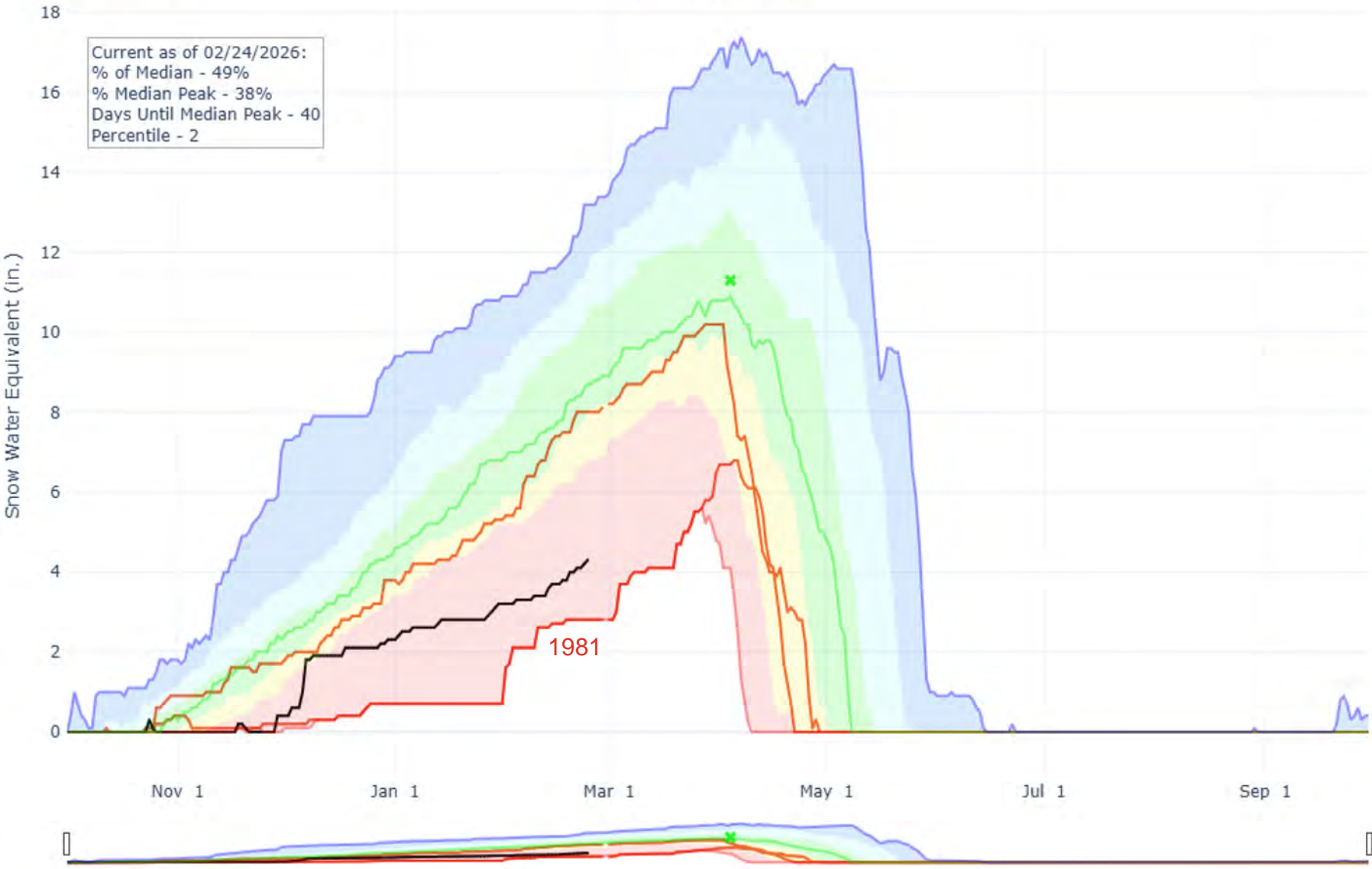


Attachment 3: Lynx Pass Snotel Gage

Reset Range

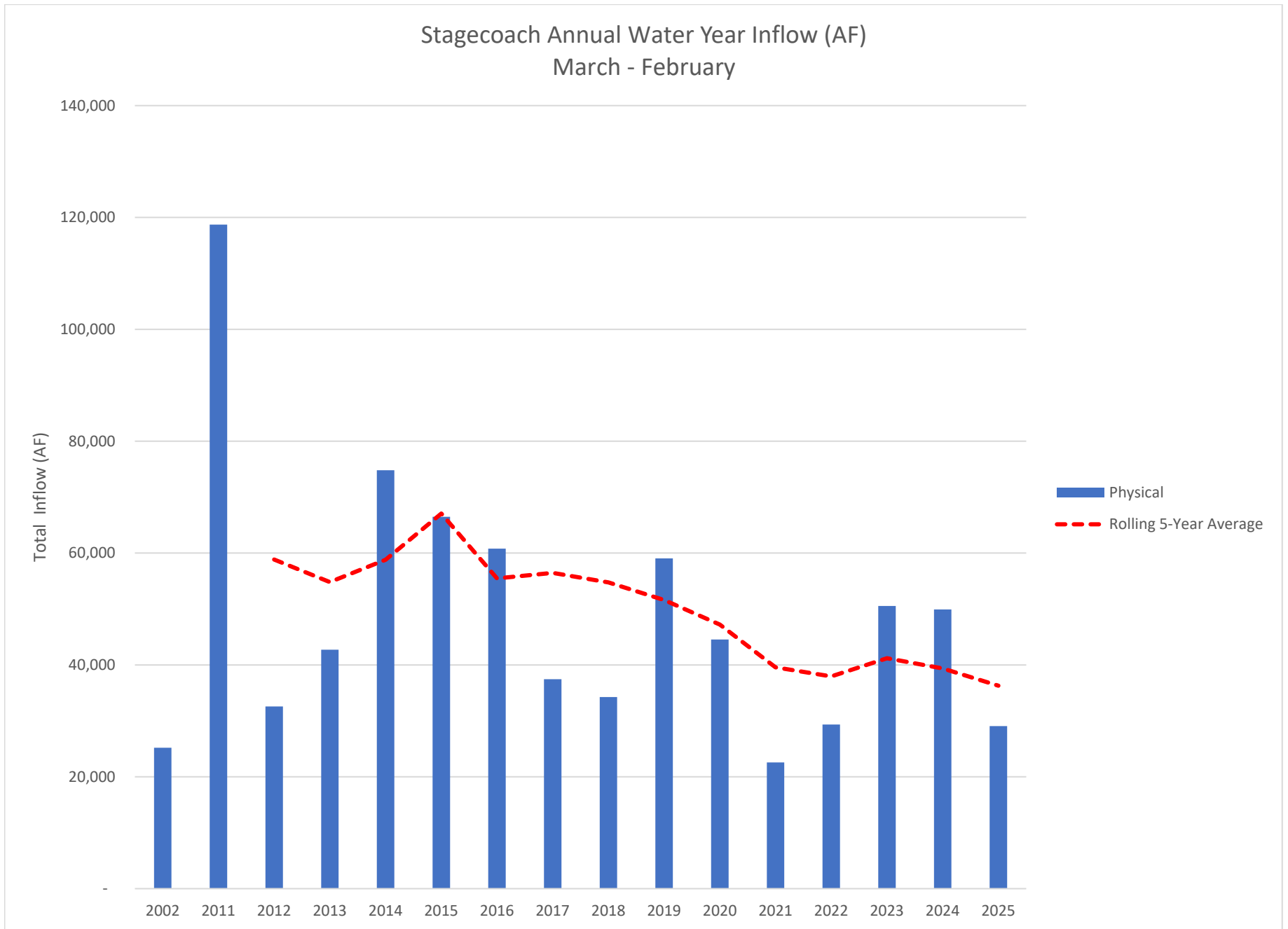
Link to data: CSV / JSON

Current as of 02/24/2026:
% of Median - 49%
% Median Peak - 38%
Days Until Median Peak - 40
Percentile - 2



- ✖ Median Peak SWE
- Max
- Median (POR)
- Median ('91-'20)
- Min
- Stats. Shading
- 2026
- 2025
- 2024
- 2023
- 2022
- 2021
- 2020
- 2019
- 2018
- 2017
- 2016
- 2015
- 2014
- 2013
- 2012
- 2011
- 2010
- 2009
- 2008
- 2007
- 2006
- 2005
- 2004
- 2003

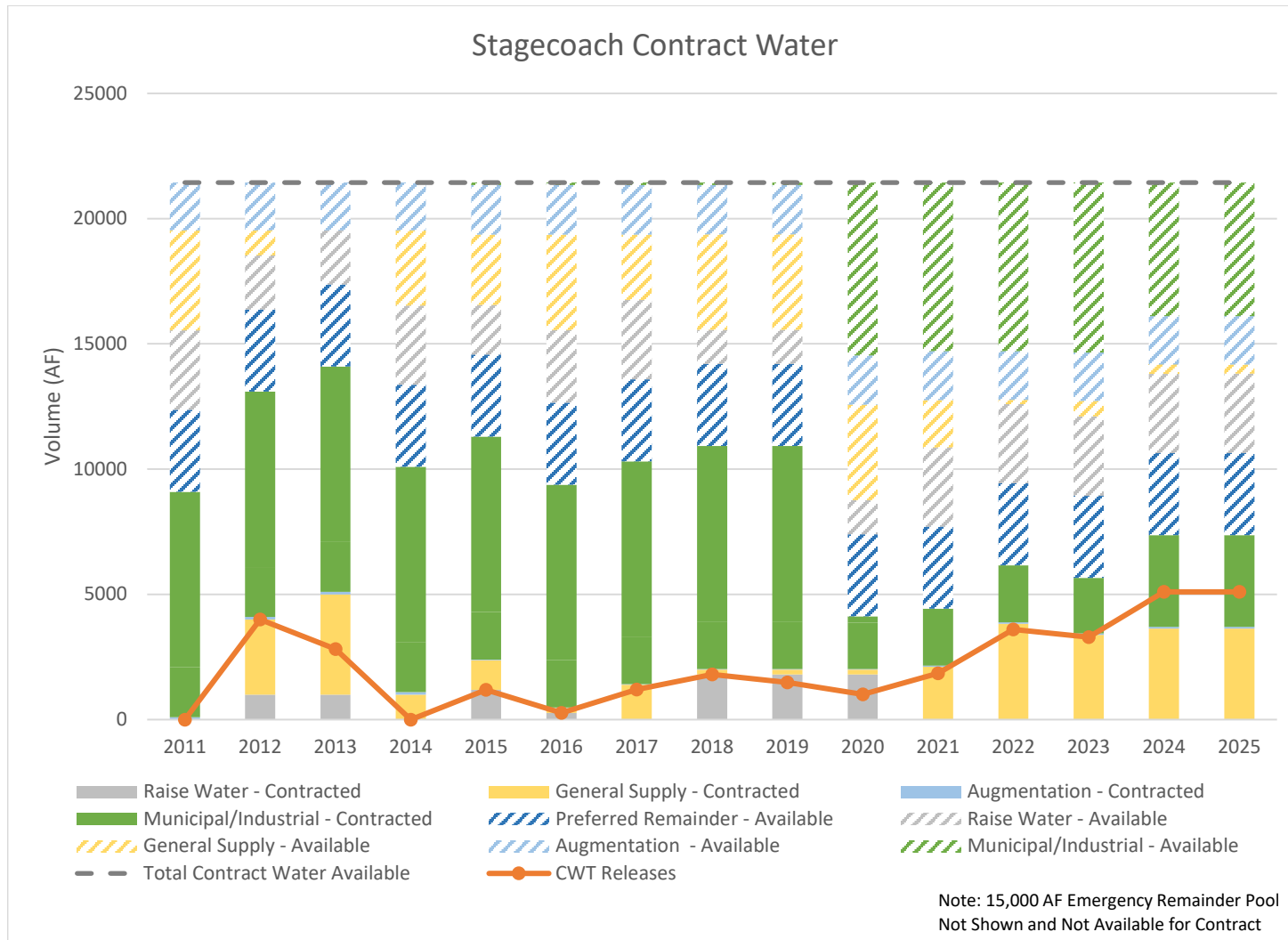




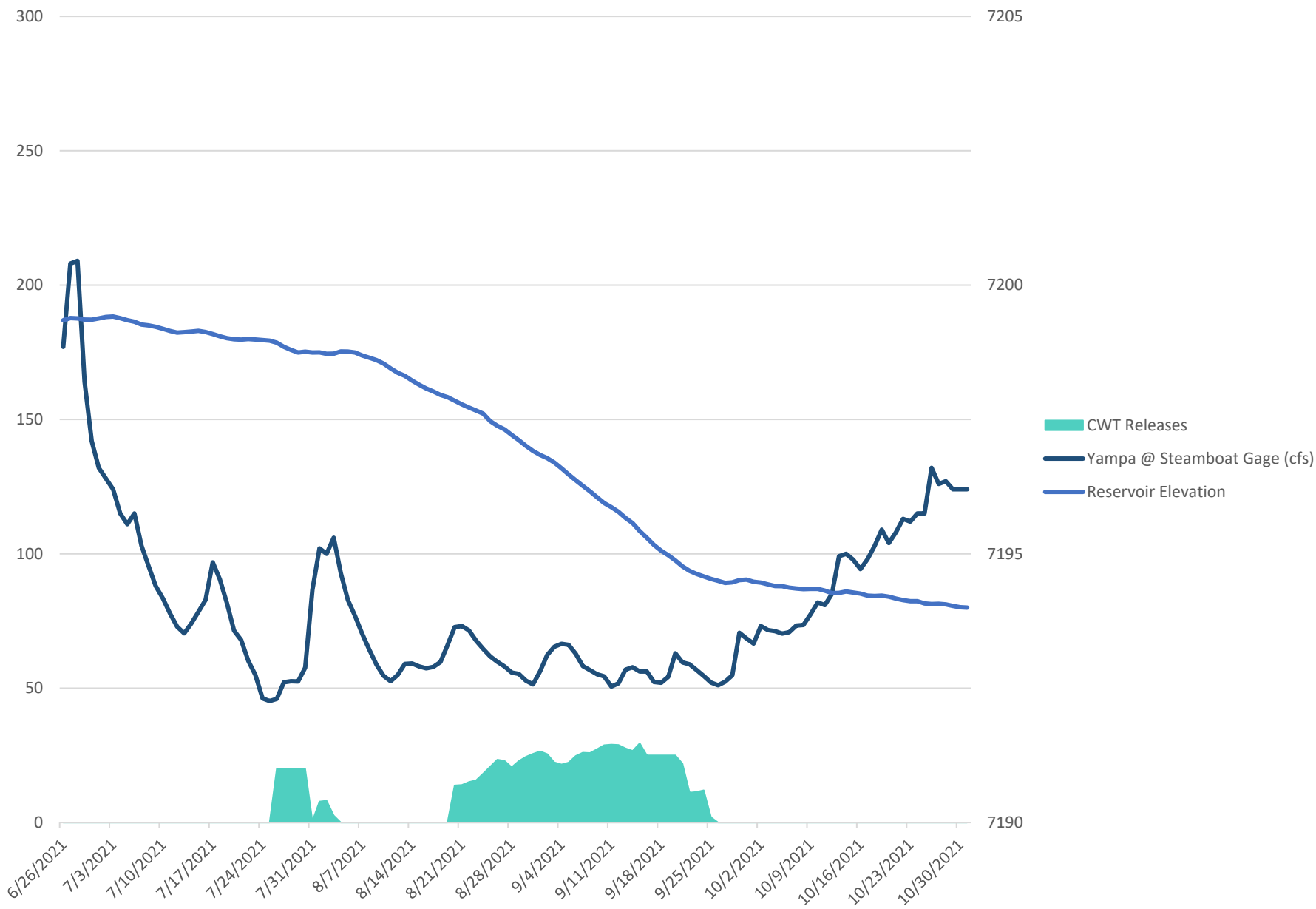
Attachment 5

Stagecoach Reservoir Operations						
Water Year	2020	2021	2022	2023	2024	2025
CWT Release Volume (AF)	1,009	1,850	3,603	3,288	5,100	5,100
Reservoir Elevation at Start of Next Season (May 1) (ft)	7202.5	7201.0	7195.8	7199.2	7202.4	7202.1
Fill Date	30-Jun	DNF; Max Elev = 7201.2	DNF; Max Elev = 7196.9	25-May	26-May	DNF; Max Elev = 7202.3
Reservoir Elevation at End of Season (Nov. 1) (ft)	7198.8	7194.0	7191.3	7197.2	7197.0	7193.4
Reservoir Volume at End of Season (Nov. 1) (AF)	32,412	28,918	26,939	31,202	31,100	28,475
Volume Needed to Refill (AF)	4,027	7,521	9,500	5,237	5,339	7,964

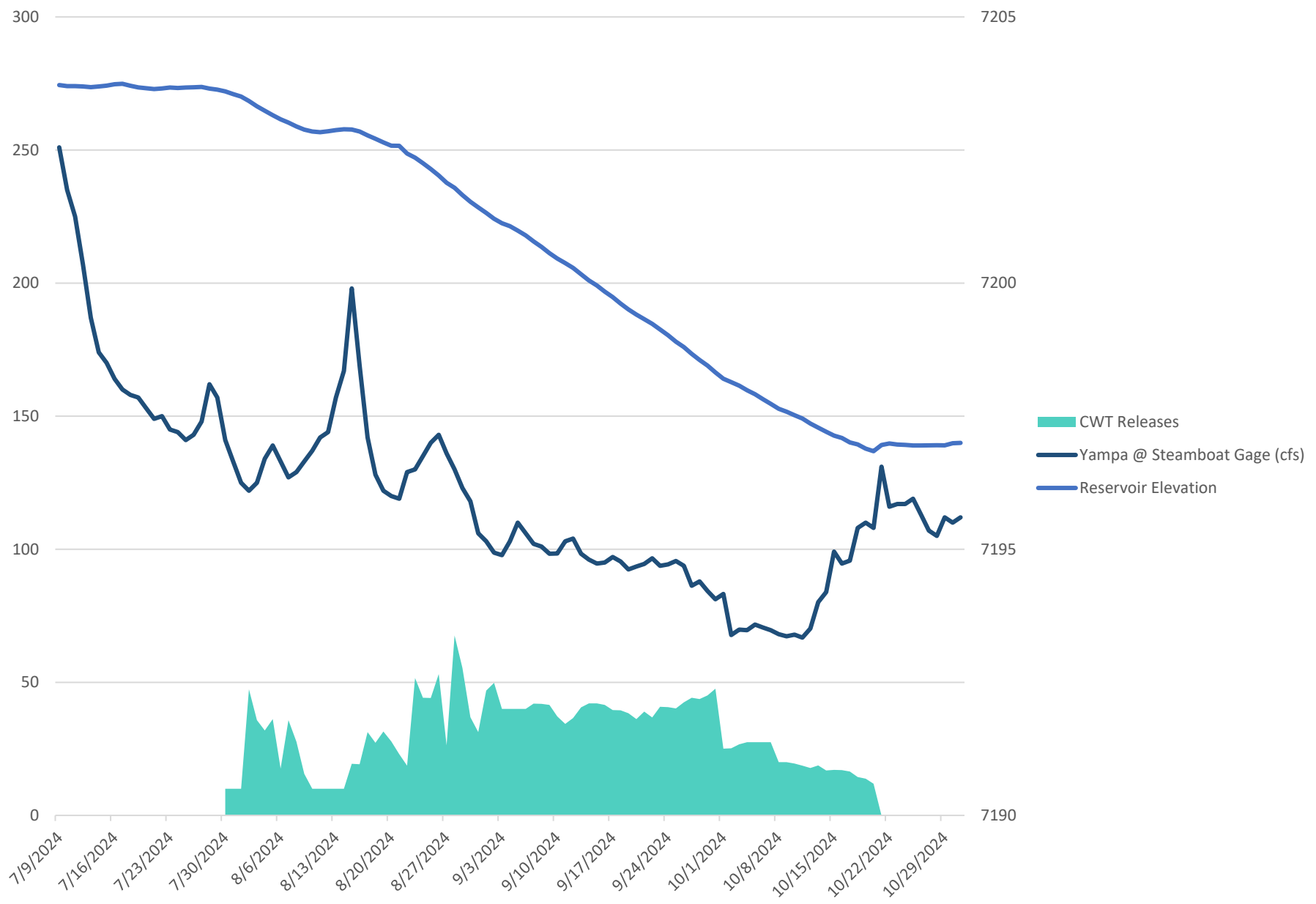
*DNF: Did Not Fill



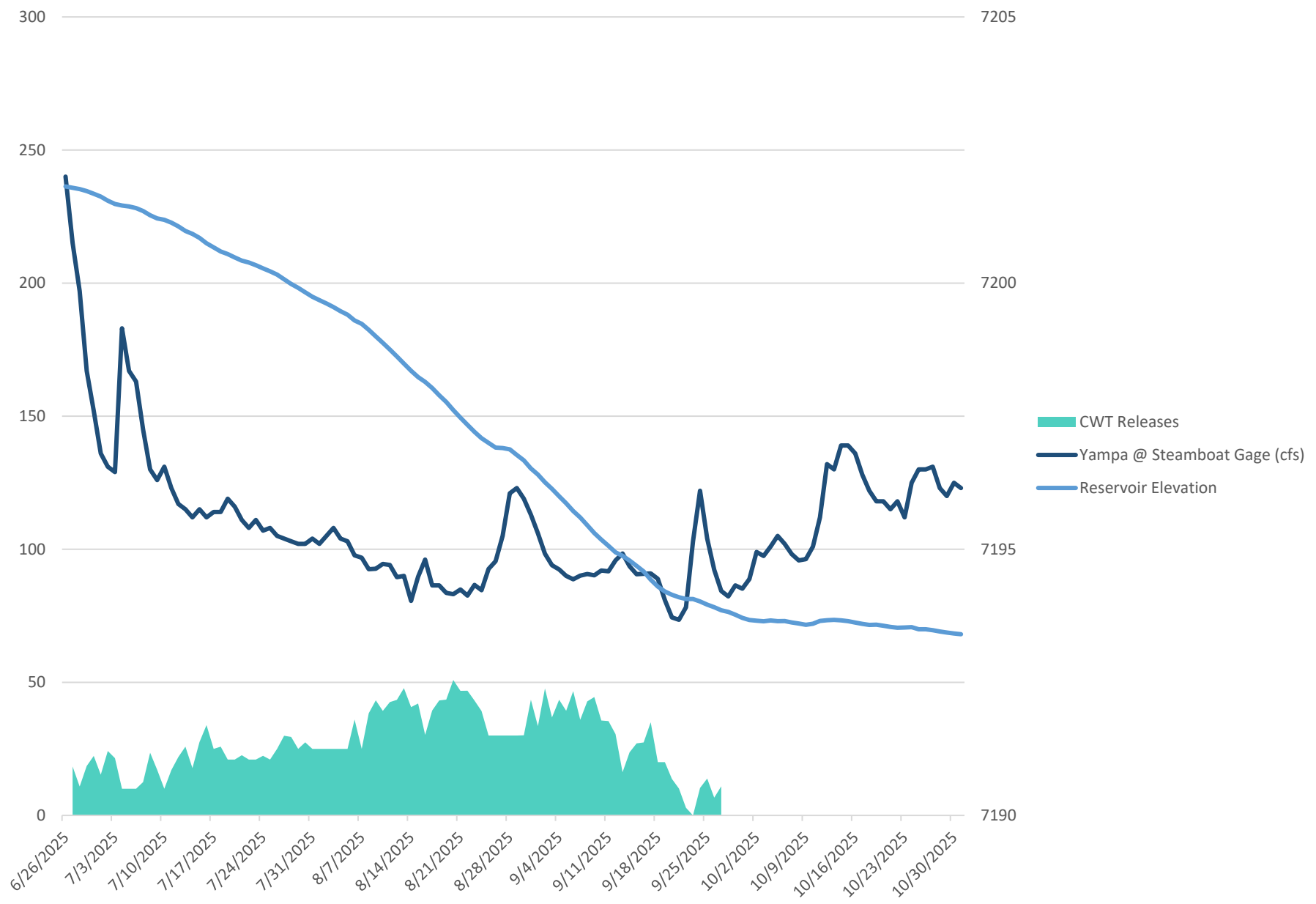
2021 CWT Releases @ Steamboat Gage



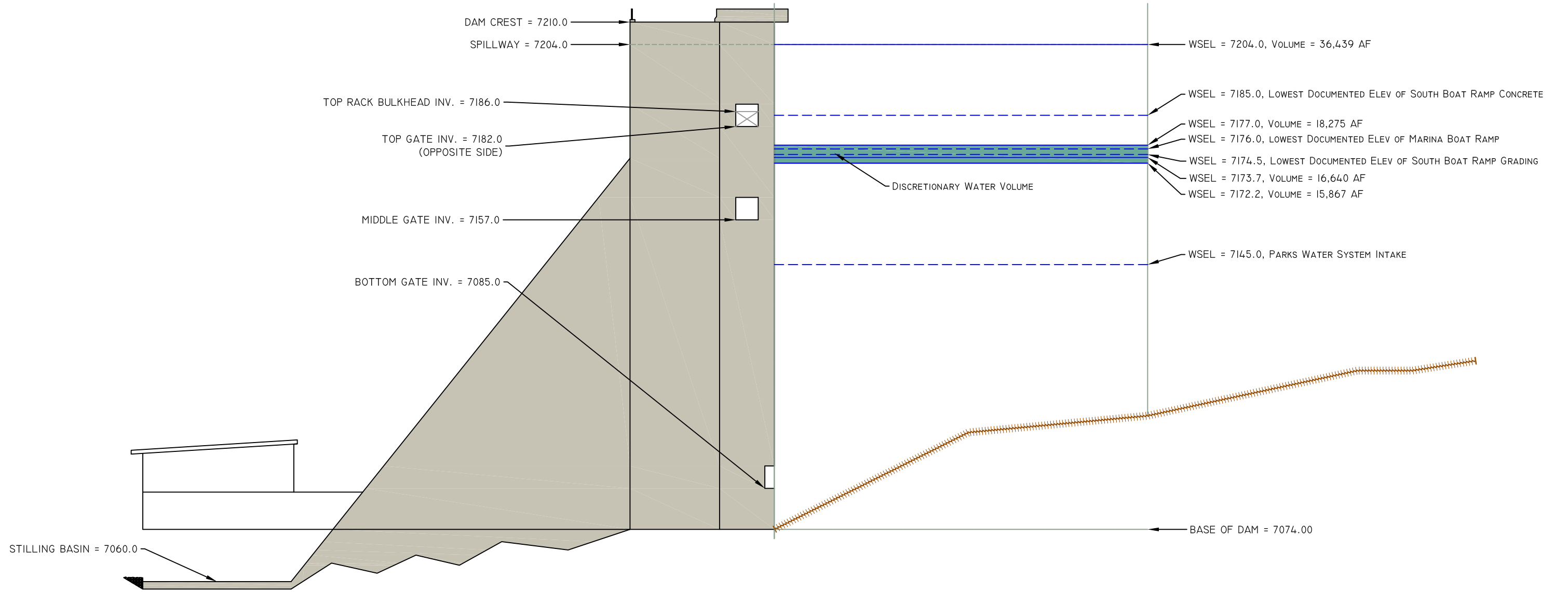
2024 CWT Releases @ Steamboat Gage

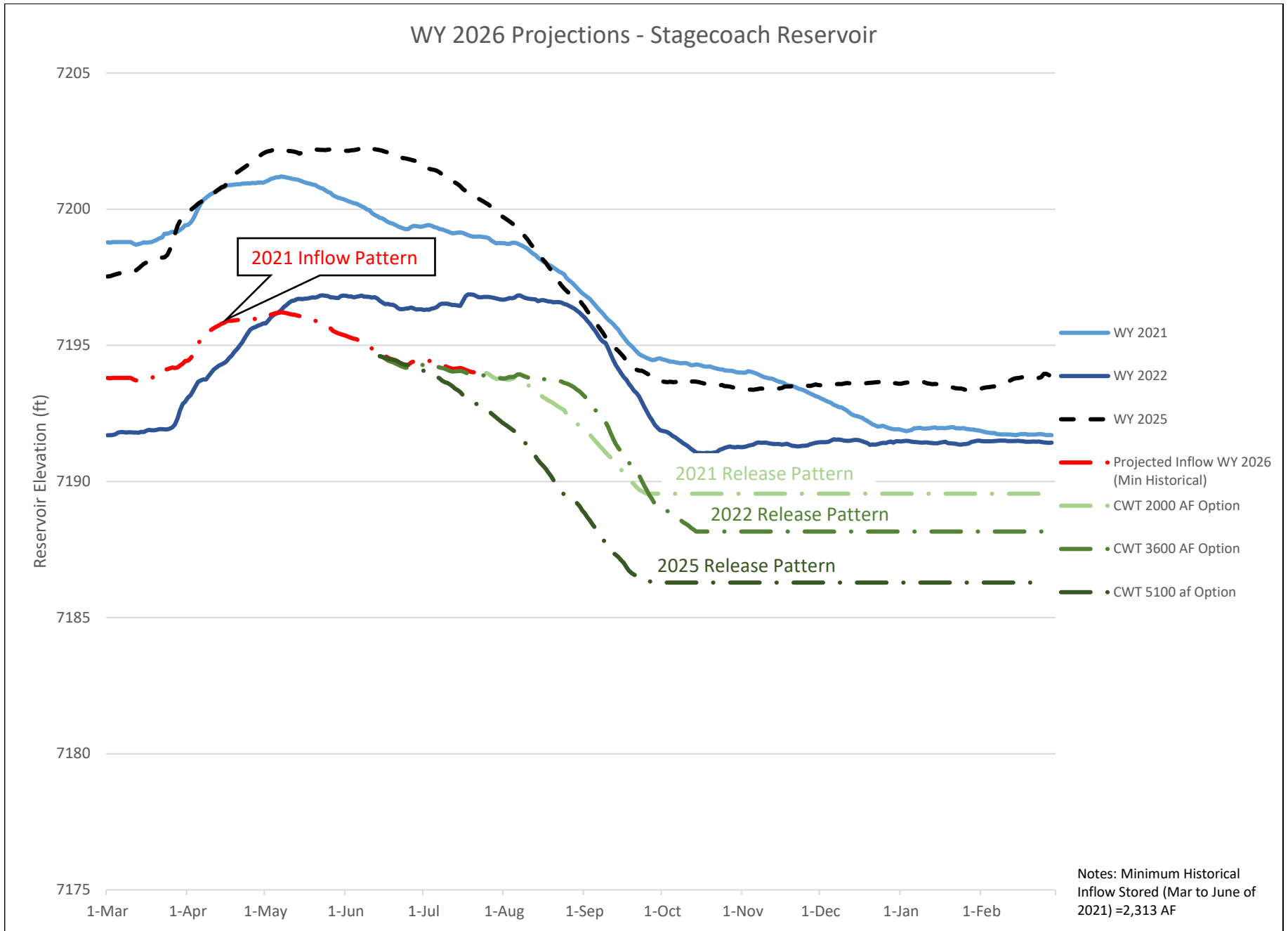


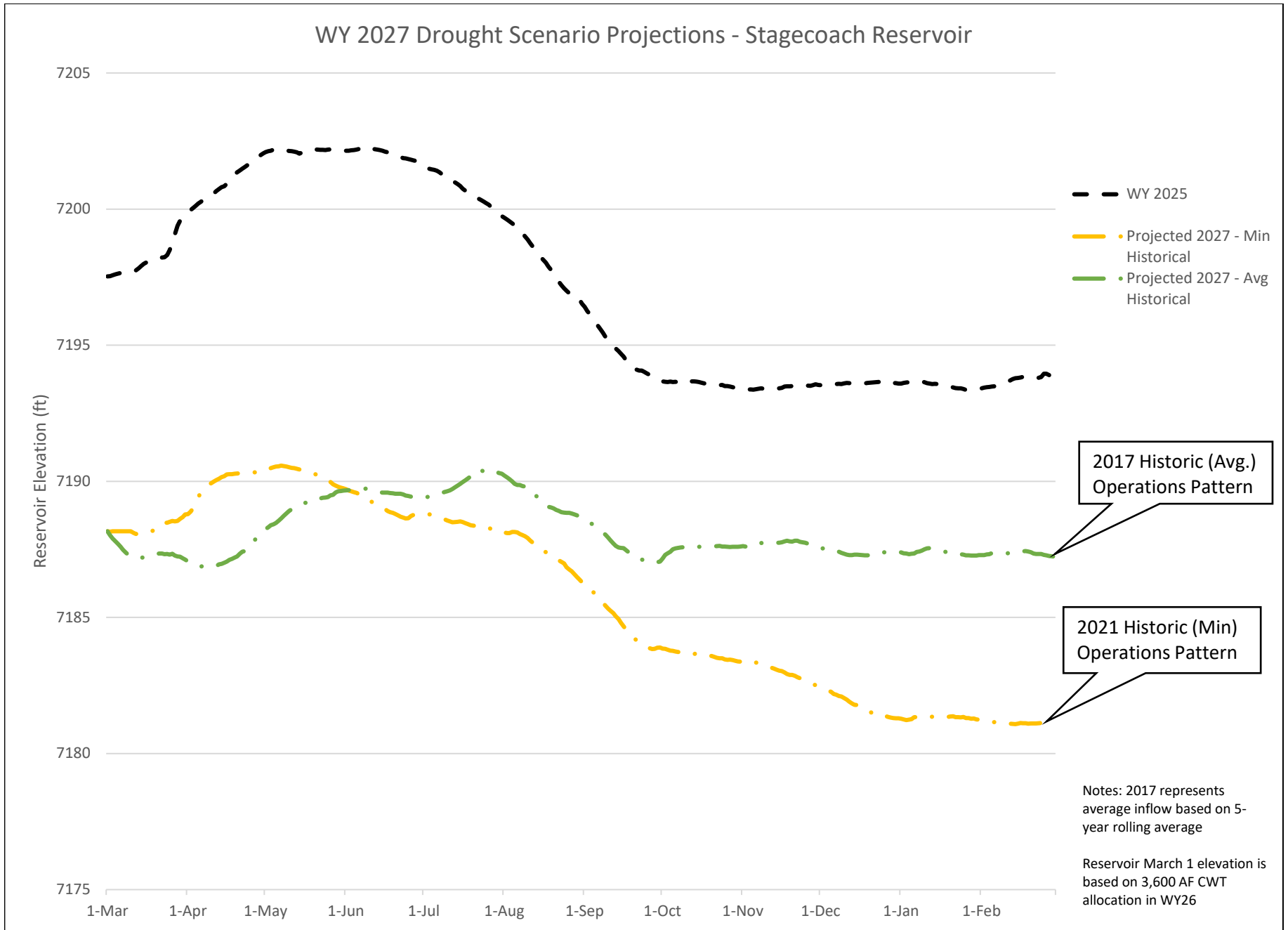
2025 CWT Releases @ Steamboat Gage



STAGECOACH RESERVOIR







WATER SUPPLY CONTRACT

Environmental, Instream & Recreational

This Water Supply Contract (“Contract”) is entered into December 1, 2021 by and between **Upper Yampa Water Conservancy District**, a Colorado water conservancy district (“Upper Yampa”), and the **Colorado Water Trust** (“CWT”), a registered 501(c)(3) nonprofit organization (“CWT”) (individually, “Party”; together, “Parties”).

RECITALS

- A. Upper Yampa is a Colorado water conservancy district formed under the Water Conservancy Act, C.R.S. §§37-45-101 through 153, and is the owner and operator of Stagecoach Reservoir (hereinafter referred to as the “Reservoir”) located in Routt County, Colorado;
- B. CWT is a Colorado nonprofit organization dedicated to restoring streamflow to Colorado’s rivers in need through voluntary, market-based efforts;
- C. Upper Yampa has stored and expects to annually store water in the Reservoir on the Yampa River under the absolute storage water rights it owns (“Water Rights”). Upper Yampa’s Water Rights are set forth in EXHIBIT A, hereto;
- D. Upper Yampa has designated certain pools of water within the Reservoir for the purpose of administration of the storage and release of water from the Reservoir (individually, “Contract Pool”; collectively, “Contract Pools”). Upper Yampa has adopted a filling priority for the various contract pools under the District Fill Policy, as set forth in EXHIBIT A, hereto; and
- E. Upper Yampa desires to supply water to CWT from its Water Rights and subject to the terms of the District Fill Policy. CWT desires to purchase water from Upper Yampa to be released from the Reservoir to the Yampa River pursuant to the terms of this Contract.

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Upper Yampa and CWT agree as follows:

AGREEMENT

- 1. **Incorporation.** The Parties hereby incorporate by this reference the recitals set forth above.
- 2. **Term, Renewal & Project Contract Year.**
 - 2.1. **Term.** This Contract shall become effective upon approval of a temporary lease pursuant to C.R.S. § 37-83-105(b) by the Colorado Water Conservation Board (“Effective Date”). Unless otherwise terminated pursuant to the terms set forth herein, this Contract shall automatically expire ten (10) years (“Term”) following the Effective Date, that date being December 1, 2031 (“Expiration Date”).

- 2.2. Renewal. This Contract is not renewable; however, the Parties may at any time prior to the Expiration Date enter into a new water supply contract.
 - 2.3. Project Contract Year. For the purposes of this Contract, "Project Contract Year" shall be the 12-month period from March 1 through the last day of February of the subsequent year, unless the beginning and end of such Project Contract Year is changed by the Division Engineer for Water Division 6.
3. **Source of Supply & Delivery**.
- 3.1. Storage & Delivery. Under the terms of this Contract and subject to physical water supply conditions, terms of the license issued to Upper Yampa by the Federal Energy Regulatory Commission, and the administration of the Water Rights by the State of Colorado, Upper Yampa agrees to store water in and release water from the Reservoir ("Contracted Water") at the request of CWT pursuant to the terms of this Contract.
 - 3.2. Source. The source of the Contracted Water shall be water stored in the Reservoir pursuant to Upper Yampa's Water Rights. Unless specified otherwise herein, it shall be within Upper Yampa's sole discretion which or what combination of its Water Rights and/or Contract Pools will be used to fulfil its obligations under this Contract.
 - 3.3. Point of Delivery. Upper Yampa will deliver the Contracted Water into the Yampa River at the discharge of the outlet of the Reservoir ("Point of Delivery"). Upper Yampa shall have no responsibility to transport or deliver Contracted Water at any other point aside from the Point of Delivery under this Contract.
 - 3.4. Hydropower. At Upper Yampa's sole discretion, delivery of Contracted Water shall be made following generation of hydropower at the facility located at Stagecoach Dam.
 - 3.5. Transit Losses. CWT shall bear carriage and transit losses for the Contracted Water released by Upper Yampa from the Point of Delivery to its place of use in such amounts as are determined by the Division Engineer for Water Division 6.
4. **Ownership & Operation**. It is expressly acknowledged that Upper Yampa shall be solely responsible for operating, repairing, maintaining, enlarging, permitting, changing, renovating, or modifying the Reservoir, and that Upper Yampa shall be the sole owner of the Water Rights and the dam and all facilities and all lands used in connection with the construction, operation, repair, maintenance, enlarging, permitting, changing, renovating, or modifying the Reservoir and all facilities in which Upper Yampa has ownership or rights that provide supplies of water for storage in the Reservoir. In no event shall CWT be liable for any direct, indirect, special, incidental, or consequential damages arising out of or attributable to Upper Yampa's activities, ownership, or interests as described in this Section 4. Nothing in the previous sentence bars claims against CWT by Upper Yampa under this Contract or arising out of or attributable to negligent or other tortious conduct of CWT.
5. **Records, Accounting & Inspection**.
- 5.1. Upper Yampa shall maintain records of all releases of water from storage in the Reservoir, and shall maintain records of water levels in the Reservoir measured not less frequently than once

per week. CWT shall be entitled to inspect such records and copies shall be furnished to CWT upon written request.

- 5.2. The Parties agree to communicate, coordinate, and cooperate, if needed, on any required or desired water use accounting.
- 5.3. Upper Yampa grants to CWT's staff and any of its professional consultants access to the Reservoir and Stagecoach Dam at reasonable times and under reasonably protective terms and conditions.

6. **Volumes.** For the purposes of this Contract, a "Volume" shall refer to a specific amount of Contracted Water stored by Upper Yampa that may be released at the request of CWT. Such water shall be allocated to one (1) of three (3) Volumes, each of which is subject to varying terms as set forth in ¶¶ 6.1 – 6.3, below.

6.1. **Volume 1**

6.1.1. **Amount.** Each Project Contract Year during the Term of this Contract, Upper Yampa shall allocate **100** acre-feet ("af") of water to Volume 1 from its General Supply Pool. Upper Yampa will notify CWT if the full amount of Volume 1 is in storage in the Reservoir no later than June 1 of each Project Contract Year during the Term of this Contract.

6.1.2. **Releases.** CWT may request releases of the water allocated to Volume 1 pursuant to the procedure set forth in ¶ 7, below. Contracted Water in Volume 1 shall be reserved exclusively for CWT and shall be released from storage only upon the specific request of CWT.

6.1.3. **Payment.** CWT shall make payment(s) to Upper Yampa as detailed in section 8 of this agreement no later than October 31 of each Project Contract Year during the Term. Such payments shall represent payment in full for the entire amount of water stored in Volume 1 regardless of whether CWT actually requests the release(s) of any or all such water.

6.1.4. **Reversion of Interest.** There shall be no book-over of any water in Volume 1 remaining in storage at the end of each Project Contract Year. Any and all interest CWT may have to water remaining in storage in Volume 1 at the end of the applicable Project Contract Year shall automatically expire and shall revert to Upper Yampa.

6.1.5. **Seepage & Evaporation.**

6.1.5.1. Upper Yampa shall allocate and charge any seepage and evaporation losses from water stored in the Reservoir against the Emergency Remainder Pool, and if there is insufficient water stored in the Emergency Remainder Pool, against the next most senior of the Contract Pools in ascending order of priority until all evaporation is accounted for and charged.

6.1.5.2. If evaporation is charged against the General Supply Pool, then Upper Yampa shall first charge the evaporation against the unallocated water in the General Supply Pool, and only if there is seepage and evaporation that still needs to be accounted for, then against water allocated to Volume 1 on a pro rata basis with other water that is stored and allocated to other water users in the General Supply Pool.

6.1.6. **Insufficient Supply & Abatement.**

6.1.6.1. If insufficient water is stored in the Reservoir to supply the full Contract Pools as measured at time of peak annual storage as reasonably determined by Upper Yampa, then the amount of water captured by Upper Yampa to fill the Reservoir shall be allocated for filling purposes to the Contract Pools in descending order of priority so that each Contract Pool is filled before allocation of any storage water to the next lower Contract Pool. Parties holding water from a Contract Pool that does not completely fill due to insufficient water available to that Contract Pool shall abate and share proportionately in any shortfall of stored water in that Contract Pool. If any part of the water allocated to CWT by this Contract is reduced by such abatement, Upper Yampa shall notify CWT in writing of such fact, and of the amount of the reduction in such water, by July 25th of each Project Contract Year and in the absence of such notice, the full amount of water for CWT shall be deemed to have been in storage on or prior to July 15th of each Project Contract Year. CWT will be credited against that Project Contract Year's contract purchase price for the amount of such abatement shortage in acre-feet allocated to CWT, multiplied by that Project Contract Year's purchase price per acre-foot.

6.2. Volume 2

- 6.2.1. Amount. No later than **April 1** of each Project Contract Year during the Term of this Contract, Upper Yampa shall provide written notice to CWT whether it will allocate water to Volume 2. Should Upper Yampa elect to allocate water to Volume 2, the notice sent to CWT shall include: (a) the amount of water Upper Yampa will allocate to Volume 2, (b) the Contract Pool from which the allocation is derived, (c) the timing of the availability of such water, and (d) the price per acre-foot of such water should it differ from the price for water stored in Volume 1.
- 6.2.2. Releases. If Upper Yampa elects to allocate water to Volume 2, CWT may request releases of the water stored in Volume 2 pursuant to the procedure set forth in ¶ 7, below. Water allocated to Volume 2 by Upper Yampa need not be reserved exclusively for CWT and may be released from storage for use by third-parties in the event Upper Yampa does not have other stored water then-available to meet that third-party's demand. In the event Upper Yampa elects to release water stored in Volume 2 to a third-party, Upper Yampa shall provide timely written notice to CWT of the amount then remaining in Volume 2, if any.
- 6.2.3. Payment. CWT shall make payment to Upper Yampa for all water actually released from the Volume 2 by Upper Yampa pursuant to the specific request of CWT. CWT shall make payment to Upper Yampa for the full amount actually released from Volume 2 prior to the beginning of the next Project Contract Year.
- 6.2.4. Reversion of Interest. There shall be no book-over of any water in Volume 2 remaining in storage at the end of the Project Contract Year. Any and all interest CWT may have to water remaining in storage in Volume 2 at the end of the applicable Project Contract Year shall automatically expire and shall revert to Upper Yampa.
- 6.2.5. Seepage & Evaporation. CWT shall bear no responsibility for seepage or evaporative losses from water allocated to Volume 2.

6.2.6. Insufficient Supply & Abatement. In the event of insufficient supply, as described in ¶ 6.1.6.1, above, Volume 2 shall be abated and share proportionately in any shortfall of stored water in the Contract Pool from which Volume 2 was allocated by Upper Yampa and such amount shall be automatically subtracted from the amount of water, if any, then allotted to Volume 2. In the event of such abatement, Upper Yampa shall provide timely written notice to CWT of the amount then remaining in Volume 2, if any.

6.3. Volume 3

6.3.1. Amount. At any time during the Project Contract Year during the Term of this Contract, Upper Yampa may elect to allocate water to Volume 3. Should Upper Yampa elect to allocate water to Volume 3, the notice sent to CWT shall include: (a) the amount of water Upper Yampa will allocate to Volume 3, (b) the Contract Pool from which the allocation is derived, (c) the timing of the availability of such water, and (d) the price per acre-foot of such water should it differ from the price for water stored in Volume 1. At any time during the Project Contract Year, CWT may inquire of Upper Yampa whether any water is then available to be allocated to Volume 3. Upper Yampa shall provide CWT a timely response to such inquiry.

6.3.2. Releases. If Upper Yampa elects allocate water to Volume 3, CWT may request releases of the water allocated to Volume 3 pursuant to the procedure set forth in ¶ 7, below. Water allocated to Volume 3 by Upper Yampa need not be reserved exclusively for CWT and may be released from storage for use by other third-parties at Upper Yampa's sole discretion. In the event Upper Yampa elects to release water stored in Volume 3 to a third-party, Upper Yampa shall provide timely written notice to CWT of the amount then remaining in Volume 3, if any.

6.3.3. Payment. CWT shall make payment to Upper Yampa for all water actually released from Volume 3 by Upper Yampa pursuant to the request(s) of CWT. CWT shall make payment to Upper Yampa for the full amount actually released from Volume 3 prior to the beginning of the next Project Contract Year.

6.3.4. Reversion of Interest. There shall be no book-over of any water in Volume 3 remaining in storage at the end of the Project Contract Year. Any and all interest CWT may have to water remaining in Volume 3 at the end of the applicable Project Contract Year shall automatically expire and shall revert to Upper Yampa.

6.3.5. Seepage & Evaporation. CWT shall bear no responsibility for seepage or evaporative losses from water stored in Volume 3.

6.3.6. Insufficient Supply & Abatement. In the event of insufficient supply, as described in ¶ 6.1.6.1, above, Upper Yampa may reduce the amount allocated to Volume 3 at its discretion. In the event of such abatement, Upper Yampa shall provide timely written notice to CWT of the amount then remaining in Volume 3, if any.

7. Release Requests. CWT may request releases of Contracted Water from any one or more of the Volumes then containing water pursuant to the terms of this Contract. Such release requests shall be subject to the procedure set forth in ¶¶ 7.1 – 7.3, below.

- 7.1. CWT shall send a written request to Upper Yampa containing the following information concerning the requested release: (a) Volume(s), (b) amount (af), (c) release rate (cfs), (c) start date, and (d) end date (together, "Release Schedule"). Except in times of emergency, CWT shall deliver the written request at least forty-eight (48) hours prior to the requested date of release.
- 7.2. Upper Yampa will make a reasonable effort to accommodate CWT's requested Release Schedule. However, CWT recognizes that Upper Yampa may use releases from the Reservoir to generate hydropower at the outlet of the Stagecoach Dam and other operational constraints may exist.
- 7.3. Following receipt of CWT's release request, Upper Yampa shall timely respond to CWT in writing: (a) confirming the Release Schedule will be followed, or (b) stating that the Release Schedule cannot be accommodated, the reason therefor, and a proposed alternate Release Schedule. In the latter event, Upper Yampa and CWT shall coordinate on mutually agreeable Release Schedule.

8. Purchase Price & Payments.

- 8.1. Volume 1. The annual price per acre-foot for the Contracted Water stored in the Volume 1 shall be an amount equal to the greater of: (a) **\$45.56** per af (price set forth in the Water Marketing Policy dated March 17, 2021) or (b) **\$45.56** per af (price set forth in the Water Marketing Policy dated March 17, 2021) multiplied by a fraction, the denominator of which is the Consumer Price Index for All Urban Consumers, Denver-Boulder-Greeley Metropolitan Area, "All Items" (1982 – 84 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor (the "CPI") for the semi-annual period ending December 31 in the Project Contract Year prior to the First Project Contract Year and the numerator of which is the CPI for the semi-annual period ending December 31 of the prior Project Contract Year. In the event the Bureau of Labor Statistics discontinues publication of the CPI in the format existing as of the Effective Date, then Upper Yampa shall select a reasonably comparable price index, which index shall be substituted for the CPI in this paragraph. If the base year used in computing the CPI is changed, the adjustment to the purchase price shall be changed accordingly, so that all applicable increases in the CPI are considered, notwithstanding any such change in the base year.
- 8.2. Volumes 2 & 3. The annual purchase price for water in Volumes 2 and 3 shall be specified in the notice(s) identified in ¶¶ 6.2.1 and 6.3.1, respectively, above.
- 8.3. Payments. The annual payments for the Contracted Water released pursuant to the request of CWT shall be made by CWT to Upper Yampa on the dates specified in ¶¶ 6.1.3, 6.2.3, or 6.3.3, as applicable, above. Any annual payment not made within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum until paid. CWT shall not be permitted to withhold any payment required for any reason whatsoever, except only in the event the full amount for Volume 1 has not been stored in the Reservoir by April 1 as described in ¶ 6.1.1, above.

9. Use, Reuse, & Sub-Contracting.

- 9.1. Use & Reuse. CWT shall be entitled to use, successively reuse, and use to extinction any and all Contracted Water released by Upper Yampa pursuant to this Contract. For the purposes of

this Contract, “use” shall be understood to include use, successive use, and reuse to extinction.

- 9.2. **Subcontracting.** CWT shall be entitled to sub-contract with third-parties for use of Contracted Water released by Upper Yampa pursuant to this Contract, including without limitation, the Colorado Water Conservation Board, the City of Steamboat Springs, and/or Upper Colorado River Endangered Fish Recovery Program. No instream flow use of the Contracted Water shall be made absent an agreement with the Colorado Water Conservation Board for such use. Payments made to CWT by a third-party pursuant to a sub-contract shall be at the discretion of CWT and shall belong exclusively to CWT. Notwithstanding anything elsewhere contained in this Contract, any use of the Contracted Water outside the boundaries of the District must be in compliance with C.R.S § 37-45-118.
 - 9.3. **Type and Location of Use.** The Contracted Water may be used in the Yampa River channel or outside of the Yampa River channel for beneficial uses, including without limitation, instream flow, water quality, municipal, industrial, agricultural, augmentation, exchange, piscatorial, and domestic purposes. Initial use of the Contracted Water must occur within Upper Yampa’s boundaries as they currently exist or may exist in the future. Subsequent use or reuse of the Contracted water may either occur within or outside of Upper Yampa’s boundaries as they currently exist or may exist in the future.
 - 9.4. **Limitations.** Notwithstanding the above, the Contracted Water shall not be used to provide water supply to any parcel of land that was previously served with water rights that were either: (a) conveyed out of the Upper Yampa District Boundary or (b) changed from irrigation to another use resulting in fallowing of the previously irrigated land. Likewise, CWT shall not supply any Contracted Water to a third-party that prematurely terminates an existing water supply contract with Upper Yampa or other parties for the purposes of entering a sub-contract with CWT at a price lower than the price that the third-party agreed to pay under its prematurely-terminated contract with Upper Yampa or other parties.
10. **Legal Approvals.** In the event CWT requires legal or administrative approval(s) to use the Contracted Water for its anticipated beneficial use or to permit or authorize subsequent re-use of the Contracted Water pursuant to Sections 9.2, 9.3, and 9.4 above, CWT shall be solely responsible for applying for and obtaining such approval(s). As reasonably requested by the CWT, Upper Yampa will cooperate with CWT in fulfilling CWT’s responsibilities as described in this ¶ 10.
11. **Termination.**
- 11.1. This Contract may be terminated only as described herein, or upon mutual agreement of the Parties.
 - 11.2. Either Party may terminate this Contract for a material breach of the terms of this Contract by the other Party; provided that the terminating Party has first given at least sixty (60) days prior written notice specifying in detail such material breach and giving the other Party the right within such sixty (60) day period to cure and remedy such material breach.
 - 11.3. Either Party may terminate this Contract if its legal ability to deliver Contracted Water is materially impaired or is eliminated because of the termination or adverse modification of

permits, decrees, or other authorizations or legal or administrative findings that are necessary to deliver the Contracted Water pursuant to this Contract; provided that the terminating Party has first given at least sixty (60) days prior written notice to the other Party specifying the issue and steps taken to resolve the issue.

11.4. Upper Yampa may also terminate this Contract if it reasonably believes that any legal or administrative proceedings initiated by CWT as contemplated in ¶ 10, above, materially threatens or interferes with Upper Yampa's authority to contract for delivery of Contracted Water or in any other way may injure Upper Yampa's Water Rights, permits, or other interests associated with Upper Yampa's Water Rights or the Reservoir or Reservoir operations.

11.5. Notice of Termination. Either Party may notify the Division Engineer and any other appropriate governmental officials of any termination of this Contract. Such notice will be provided in writing and will include a contemporaneous copy to the other Party.

12. **Force Majeure**. In the event either Party is unable to perform its obligations under the terms of this Contract because of acts of God; natural disasters; actions or omissions by governmental authorities; unavailability of supplies or equipment critical to perform; major equipment or facility breakdown; and changes in Colorado or federal law, including, without limitation, changes in any permit or other causes reasonably beyond that Party's control, such Party shall not be liable to the other Party for any damages resulting from such failure to perform or otherwise from such causes.

13. **Remedies**.

13.1. Notice of Breach. Prior to commencing any action for enforcement of this Contract, the Party alleging a material breach of this Contract shall give the other Party no less than sixty (60) days prior written notice specifying in detail such material breach and giving the other Party the right within such sixty (60) day period the opportunity to cure and remedy such material breach.

13.2. Available Relief. Specific performance, restraining order(s) and/or injunctive relief shall be the exclusive remedy or remedies for the violation or default by a Party in any provision of this Contract, provided nothing herein shall limit Upper Yampa's ability to collect damages for sums of money required to be paid by CWT hereunder, including interest on such payment obligation under ¶ 8.3 above.

13.3. Award of Attorney's Fees & Costs. In the event of litigation between the Parties with respect to this Contract, the Party substantially prevailing in such litigation shall recover from the other Party all reasonable attorneys' fees and the reasonable costs of discovery incurred by the substantially prevailing Party.

14. **Notice**. Any notice required or permitted to be given by a Party under or in connection with this Contract shall be in writing and shall be deemed duly given when personally delivered or sent by: (a) registered or certified mail, return receipt requested, postage prepaid, (b) expedited courier service, or (c) email with confirmation of receipt, to the following addresses:

If to Upper Yampa: Upper Yampa Water Conservancy District
Attention: General Manager
P.O. Box 775529
Steamboat Springs, Colorado 80477
Email: arossi@upperyampawater.com

If to Colorado Water Trust: Colorado Water Trust
Attention: Director of Programs
3264 Larimer St., Suite D
Denver, CO 80205
Email: mohara@coloradowatertrust.org

With a copy to: Colorado Water Trust
Attention: Staff Attorney
3264 Larimer St., Suite D
Denver, CO 80205
Email: agould@coloradowatertrust.org

Each party may change its address or contact information for notices under this Contract upon written notice to the other Party in accordance with this paragraph.

15. Miscellaneous.

- 15.1. Choice of Law. This Contract shall be construed in accordance with the laws of the State of Colorado, without reference to conflicts of laws.
- 15.2. No Joint Venture. Notwithstanding any language in this Contract or any representation or warranty to the contrary, none of the Parties shall be deemed or constitute a partner, joint venturer, or agent of the other Parties. Any actions taken by the Parties pursuant to this Contract shall be deemed actions as an independent contractor of the other.
- 15.3. Assignment.
 - 15.3.1. This Contract may be assigned by Upper Yampa without the prior written consent of CWT to any entity that succeeds Upper Yampa in the ownership of the Reservoir, and Upper Yampa or such successor may collaterally assign the proceeds of this Contract to any entity providing financing to Upper Yampa or its successor.
 - 15.3.2. This Contract shall not be assigned by CWT without the prior written consent of Upper Yampa. Such consent may be conditioned or withheld by Upper Yampa in its discretion.
- 15.4. Heirs & Assigns. This Contract shall inure to and be binding on the heirs, executors, administrators, successors, and permitted assigns of the Parties.
- 15.5. Amendment. No amendment, modification, or novation of this contract or its provisions and implementation shall be effective unless subsequently documented in writing that is approved and executed by both Parties with the same formality as they have approved and executed the original Contract.
- 15.6. Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a

continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

- 15.7. Severability. If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Contract shall remain operative and binding on the Parties.
- 15.8. Merger. This Contract constitutes the entire Contract between the Parties and sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any prior Contracts, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.
- 15.9. No Third-Party Beneficiaries. This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. It is expressly understood and agreed that enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Parties.
- 15.10. Headings. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.
- 15.11. Non-Discrimination. The Parties will fulfill their obligations under this Contract without discriminating, harassing or retaliating on the basis of race, color, national origin, ancestry, sex, age, pregnancy status, religion, creed, disability sexual orientation, genetic information, spousal or civil union status, veteran status, or any other status projected by applicable law.
- 15.12. Authority. Each Party represents that it has obtained all necessary approvals, consents, and authorizations to enter into this Contract and to perform its duties under this Contract; the person executing this Contract on its behalf has the authority to do so; upon execution and delivery of this Contract by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Contract does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

[Remainder of page intentionally blank. Signatures to follow.]

IN WITNESS WHEREOF, CWT and Upper Yampa have executed this Contract on the dates set forth below.

UPPER YAMPA WATER CONSERVANCY DISTRICT
(Upper Yampa)

DATE: Dec 1, 2021

BY: *Ken Brenner*
Ken Brenner [Dec 1, 2021 09:12 MST]

President, Upper Yampa Board of Directors

ATTEST:



Andy Rossi, General Manager
Upper Yampa Water Conservancy District

COLORADO WATER TRUST (CWT)



BY: Andy Schultheiss

Executive Director

DATE: November 30, 2021

Exhibit A:
Stagecoach Reservoir Fill and Release Policy
(UYWCD Resolution 2021-2)

January 20, 2021

RESOLUTION NO. 2021-2

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 January 20, 2021.

**UPPER YAMPA WATER
CONSERVANCY DISTRICT**

Ken Brenner

By: Ken Brenner (Jan 25, 2021 15:21 MST)

ATTEST

Andy Rossi

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
Agricultural HCU Credits/Ditch Rights (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	10/22/1888 06/01/1919
Union	1.5	20.7	165.3	154.7	36.4	2.9	0	381.5	14563.00000 33782.24988	11/14/1889 06/01/1918
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	09/02/1904 03/01/1919
Total	2.6	40.0	213.5	195.2	58.2	8.2	0.7	518.4		
Four Counties Ditch No. 1 and No. 3 (Priority 40)				184.8 cfs (366.55 AF/day) absolute 571.2 cfs (1,133 AF/day) 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 conditional ³					41727.39991	06/29/1959
Pleasant Valley Feeder Canal				300 cfs (600 AF/day) conditional					41727.39991	06/29/1959
Four Counties Ditch No. 3 Enlargement and Extension (Priority 45)				394 cfs (781.5 AF/day) conditional					41727.41412	05/20/1963
Bear Reservoir Enlargement				3,928 AF conditional					44559.44488	10/21/1971
Bear/Stagecoach Reservoir 2 nd Filling				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. Storage

allocations 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, and the Little Chief Ditch will be accounted for from the start of fill date in a manner presented to the Colorado Division of Water Resources by the District in the annual Stagecoach Reservoir accounting data.

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.

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.”

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. 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.

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:

- 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"

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.









Resolution No2021-2-Stagecoach Fill Release Policies_012021 - FINAL

Final Audit Report

2021-01-25

Created:	2021-01-25
By:	Deb Bastian (dbastian@upperyampawater.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA03ylcud5Mc1RuJhCOVXpwB1F6AW85JVA

"Resolution No2021-2-Stagecoach Fill Release Policies_012021 - FINAL" History

-  Document created by Deb Bastian (dbastian@upperyampawater.com)
2021-01-25 - 7:46:36 PM GMT- IP address: 63.224.69.143
-  Document emailed to Ken Brenner (kpbrennersteamboat@gmail.com) for signature
2021-01-25 - 7:47:41 PM GMT
-  Email viewed by Ken Brenner (kpbrennersteamboat@gmail.com)
2021-01-25 - 10:21:02 PM GMT- IP address: 74.125.212.15
-  Document e-signed by Ken Brenner (kpbrennersteamboat@gmail.com)
Signature Date: 2021-01-25 - 10:21:33 PM GMT - Time Source: server- IP address: 73.153.99.37
-  Document emailed to a r (arossi@upperyampawater.com) for signature
2021-01-25 - 10:21:35 PM GMT
-  Email viewed by a r (arossi@upperyampawater.com)
2021-01-25 - 10:23:19 PM GMT- IP address: 63.224.69.143
-  Document e-signed by a r (arossi@upperyampawater.com)
Signature Date: 2021-01-25 - 10:23:36 PM GMT - Time Source: server- IP address: 63.224.69.143
-  Agreement completed.
2021-01-25 - 10:23:36 PM GMT









2021.11.30 - UYWCD-CWT ERC Water Supply Contract (CWT)

Final Audit Report

2021-12-01

Created:	2021-12-01
By:	Deb Bastian (dbastian@upperyampawater.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhbeNCNBTKSKH2vqS4U8ttc7ANq_q6JIm

"2021.11.30 - UYWCD-CWT ERC Water Supply Contract (CWT)" History

-  Document created by Deb Bastian (dbastian@upperyampawater.com)
2021-12-01 - 3:31:49 PM GMT- IP address: 63.224.69.143
-  Document emailed to Ken Brenner (kpbrennersteamboat@gmail.com) for signature
2021-12-01 - 3:33:31 PM GMT
-  Email viewed by Ken Brenner (kpbrennersteamboat@gmail.com)
2021-12-01 - 4:11:42 PM GMT- IP address: 64.233.172.173
-  Document e-signed by Ken Brenner (kpbrennersteamboat@gmail.com)
Signature Date: 2021-12-01 - 4:12:34 PM GMT - Time Source: server- IP address: 73.153.99.37
-  Document emailed to a r (arossi@upperyampawater.com) for signature
2021-12-01 - 4:12:38 PM GMT
-  Email viewed by a r (arossi@upperyampawater.com)
2021-12-01 - 4:52:04 PM GMT- IP address: 63.224.69.143
-  Document e-signed by a r (arossi@upperyampawater.com)
Signature Date: 2021-12-01 - 4:52:32 PM GMT - Time Source: server- IP address: 63.224.69.143
-  Agreement completed.
2021-12-01 - 4:52:32 PM GMT

EXECUTIVE SESSIONS

Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations and _____. Mere presence or participation of an attorney at an executive session is not sufficient to satisfy the requirements of CRS § 24-6-402(4)(b). Executive sessions to discuss legal matters are not recorded.

Executive session under CRS § 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to _____. This session will be recorded, and a copy of the recording maintained for not less than 90 days.

COMMITTEE ACTIONS IN REGARD TO EXECUTIVE SESSION

