

BEFORE THE COLORADO WATER CONSERVATION BOARD

DENVER WATER, NORTHERN WATER, AURORA WATER, COLORADO SPRINGS UTILITIES, AND HOMESTAKE PARTNERS SUBMITTAL OF REDLINE TO THE ISF AGREEMENT PURSUANT TO THEIR LIKE-PARTY STIPULATION

IN THE MATTER OF THE PROPOSED ACQUISITION OF AN INTEREST IN THE SHOSHONE WATER RIGHTS FOR INSTREAM FLOW USE ON THE COLORADO RIVER

Pursuant to paragraph 2.b of the November 14, 2025 Order in the above captioned matter, Denver Water, Northern Water, Aurora Water, Colorado Springs Utilities, and the Homestake Partners (“Front Range Parties”) hereby submit their redlines to the ISF Agreement in response to the Board’s directives that are the subject of the Front Range Parties’ like-party stipulation. A copy of the Front Range Parties’ redlines to the ISF Agreement and a comparison table showing the redline terms and conditions as compared to the original ISF Agreement and previously proposed redlines is attached hereto as Attachment 1.

Respectfully submitted this 17th day of November, 2025

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s/ Lisa M. Thompson

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Certificate of Service

I hereby certify that on November 17, 2025, a true and correct copy of this Notice was electronically submitted to the Hearing Officer via email to Jackie.Calicchio@coag.gov and to the following parties:

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Denver Water/Northern Water/Aurora Water/Colorado Springs Utilities/Homestake Partners Stipulated Language For Shoshone Water Rights Dedication ("ISF Agreement") and ISF Agreement Responsive to the Directives of the Board

11/17/2025

Additional Language for Section 7 of ISF Agreement Per Directive 4 of the Board:

7. Subject to the terms of the Decree, including any subsequent decision on appeal thereof, the CWCB will exercise the Shoshone Water Rights for instream flow purposes subject to all terms of this Agreement and to the extent the Shoshone Water Rights are reduced on a temporary basis as provided below:

[X] . Collaborative Process for Voluntary ISF Call Reduction. In limited circumstances, an ISF Call Reduction may be implemented on a voluntary basis in accordance with the following collaborative process (a "Voluntary ISF Call Reduction"):

- i. The Director of the CWCB and River District General Manager receive a written request for a Voluntary ISF Call Reduction from an affected water user(s) that sets out in detail the nature and reasons for the request, the requested flow rate and timeframe for a reduction, and any measures the requesting entity has implemented to mitigate the need for a voluntary call reduction;
- ii. Promptly following receipt of such request, CWCB staff and River District staff shall convene a meeting (in person or electronically if needed) of an advisory group of stakeholders (the invite list will include, but need not be limited to, the requesting entity(ies), the Division Engineer for Water Division 5, a representative of Colorado Parks and Wildlife, a representative for the Grand Valley irrigators, a representative of West Slope municipalities who divert municipal water directly from the Colorado River, a representative for West Slope water users upstream of the Dotsero Gage, the U.S. Bureau of Reclamation, a representative of Northern Colorado Water Conservancy District (or its Municipal Subdistrict), a representative of PSCo., a representative of Denver Water, a representative of Aurora Water, a representative of Colorado Springs, a representative of an environmental organization, and a representative of a recreational organization to discuss the request, its possible effects on other affected water users, and terms and conditions that could avoid, minimize, or mitigate such effects; and
- iii. In making a determination of whether to implement a Voluntary ISF Call Reduction, the CWCB and the River District shall consider the information provided by the requesting entity under subsection 7.[X].i above.
- iv. If, after consideration of the request, the Director of the CWCB and the River District General Manager jointly determine in writing that it is in the best interests of the State's Colorado River water users and stakeholders to implement a Voluntary ISF Call Reduction, the CWCB staff and River District staff shall provide the terms and conditions under which the Voluntary ISF Call Reduction will occur to the requesting party. If so, the CWCB and River District may implement a Voluntary ISF Call Reduction only to the minimum extent necessary to address the shortage conditions set forth in the request.
- v. The CWCB and River District may also make other contractual arrangements with the requesting entity or water users benefitted by a Voluntary ISF Call Reduction if doing so would help to address the reason for the request or to mitigate the potential impacts of any such Voluntary ISF Call Reduction.

vi. The Director of the CWCB and the River District General Manager shall transmit their written decision of whether or not to implement a Voluntary ISF Call Reduction with a brief explanation of the decision to the requesting party and the advisory group of stakeholders and promptly make such written determination publicly available.

vii. The Director of the CWCB will report to the CWCB Board any activity contemplated by this Paragraph 7.[X] at the next regularly scheduled CWCB meeting, including any requests, meetings, decisions, and actions taken.

viii. If, following the procedures above, the requesting party objects to the decision made by the River District and the Director, or the Director of the CWCB and the River District General Manager do not agree on whether or not to implement a Voluntary ISF Call Reduction, the CWCB shall place the matter on the agenda for a regularly scheduled or special Board meeting that occurs within a reasonable time period given the urgency of the request for consideration and decision in accordance with the ISF Rules and Board procedures. Following the Board's decision, the CWCB staff and the River District shall act in accordance with the Board's direction regarding implementation of the Voluntary ISF Call Reduction.

Additional Language for Section 14 of the ISF Agreement Per Directive 2 of the Board:

14. The parties shall file and diligently pursue a Water Court application and any necessary appeals to obtain the Decree in a final, unappealable form confirming a change of water right for the Shoshone Water Rights to include the additional use for instream flow purposes by the CWCB and confirming that the water attributable to the Shoshone Water Rights ~~may~~will be used for instream flow to preserve and improve the natural environment in the Shoshone Reach of the Colorado River to a reasonable degree up to the full ~~amount of the ISF Rate~~flowrate allowed under paragraph 7, subject to the terms and conditions of the Decree and this Agreement. In such water court application, the CWCB, the River District, and PSCo shall be co- applicants for the purpose of advancing and protecting their contractual rights under this Agreement, including adjudicating a decreed right for the CWCB to use ~~of~~ the Shoshone Water Rights ~~by the CWCB~~ to preserve and improve the natural environment to a reasonable degree within the Shoshone Reach. Except as otherwise provided in the PSA, to which the CWCB is not subject, each party shall bear its own attorney fees and costs related to its participation in any water court adjudication contemplated under this Paragraph 14. Except for its own attorney fees and court filing fees, the CWCB is not responsible for paying costs of prosecuting the water court application, including the costs of hiring a consulting engineer or other witnesses in furtherance of such application, or attorney fees of any other party incurred in relation thereto. During the change of use water court process authorized by this ISF Agreement, the staff of the CWCB shall provide objective expertise and input consistent with the CWCB's statutory authority and obligations including consideration of the statewide implications of the proposed change on the conservation and optimum utilization of the waters of the State of Colorado. In doing so, CWCB staff shall evaluate and advise the Board on matters necessary to ensure that the CWCB's participation, recommendations, and positions in the proceeding are consistent with its duty under § 37-60-106(1), C.R.S., to promote the conservation of Colorado's waters and secure their greatest utilization for the benefit of the people of the state, and under § 37-92-102(3), C.R.S., to preserve and improve the natural environment to a reasonable degree.

The above stipulated terms are subject to the reservation of rights and disclaimers below:

1. Denver Water and Northern Water continues to maintain that the Shoshone Water Rights must be operated in accordance with the terms of the Colorado River Cooperative

Agreement (“CRCA”) and the Shoshone Outage Protocol Agreement, No. 13XX6C0129, June 27, 2016 (“2016 ShOP Agreement”) when an outage at the Shoshone Power Plant occurs.

2. In addition to requesting the language set forth above—addressing the concern that the CWCB must retain its exclusive authority to exercise its sole discretion in requesting administration of the Shoshone Water Rights for instream flow purposes—Aurora, Colorado Springs, and the Homestake Partners request inclusion of the following provisions in the Shoshone ISF Agreement, consistent with the terms and conditions of: (1) the March 2024 Settlement Agreement between Colorado Springs and the River District, and (2) the 2018 Busk-Ivanhoe Agreement between Aurora and the River District:
 - a. The CWCB’s exercise of the Shoshone Water Rights for instream flow purposes shall be subject to a *mandatory ISF call reduction* in a manner intended to effectuate the general purpose and operational intent of the *2007 Agreement Concerning Reduction of the Shoshone Call* between Denver Water and PSCo, thereby preserving flexibility to relieve drought-year impacts on both the East and West Slopes.
 - b. Inclusion of the following language provided by State Engineer Jason Ullmann as a standalone subparagraph in Paragraph 7:

“In the event the State Engineer determines that administration of water rights is necessary pursuant to the 1922 Colorado River Compact and/or the 1948 Upper Colorado River Compact (‘Compacts’), the CWCB and the River District, together with water users from the West Slope and Front Range, shall consider ways to avoid disparate impacts between water users and communities on the Front Range and West Slope in the exercise of the Shoshone ISF.

The parties recognize the exclusive authority of the State Engineer to administer, distribute, and regulate the waters of the state in accordance with applicable law, including but not limited to a determination by the State Engineer that administration is necessary to comply with and meet the State of Colorado’s obligations under the Compacts. Any Voluntary ISF Call Reduction, or any collaborative process among the parties as described in this Agreement, is not intended to and shall not interfere with the State Engineer’s exclusive duties to regulate, administer, and distribute the waters of the State.”

As stated throughout this process, with the inclusion of these two provisions, Aurora, Colorado Springs, and the Homestake Partners support no further relaxation of the Shoshone ISF call beyond that described herein and specifically do not seek the additional relaxation proposed in Exhibit 1 to the August 4, 2025 submission.

3. **Reservation of Rights:** The proposed revisions herein are offered as a whole and do not necessarily imply agreement to specific language or changes in the absence of other language or changes. In providing these additional terms, Denver Water, Northern Water, Aurora Water, Colorado Springs Utilities, and Homestake Partners do not waive any of their arguments or rights to challenge the CWCB acceptance and approval of the acquisition of the Shoshone Water Rights. The aforementioned parties reserve all rights and arguments in any subsequent appeal or challenge, including but not limited to under the Colorado Administrative Procedure Act, CRS § 24-4-106(7).

Denver Water/Northern Water/Aurora Water/Colorado Springs Utilities/Homestake Partners
Comparison of Shoshone Water Rights Dedication and ISF Agreement Proposed Revisions

11/17/2025

Reservation of Rights: The proposed revisions herein are offered as a whole and do not necessarily imply agreement to specific language or changes in the absence of other language or changes. In providing these additional terms, Denver Water, Northern Water, Aurora Water, Colorado Springs Utilities, and Homestake Partners do not waive any of their arguments or rights to challenge the CWCB acceptance and approval of the acquisition of the Shoshone Water Rights. The aforementioned parties reserve all rights and arguments in any subsequent appeal or challenge, including but not limited to under the Colorado Administrative Procedure Act, CRS § 24-4-106(7).

Directive 4: Comparison of Proposed Language Related to the Various and Related Roles of the Board, CWCB Staff, and the River District in Requesting Administration of the ISF Water Right		
Original Proposed ISF Agreement	Denver Water/Northern Water/Aurora Water/Colorado Springs Utilities/Homestake Partners Exhibit 1, 8/4/2025	Additional Language for Section 7 Per the Directive of the Board:
7. It is the intent of the parties that the Shoshone Water Rights will be protected for instream flow use to the maximum extent possible as allowed under the Water Court Decree, to the extent the Shoshone Water Rights are not being used for power generation. To implement this mutual intent, the CWCB agrees that it will request administration of the Shoshone Water Rights for instream flow use in the Shoshone Reach of the Colorado River to preserve and improve the natural environment to a reasonable degree at all times when the Natural Flow of the Colorado River as measured at the Dotsero Gage is less than 1,408 c.f.s., subject only to the limitations set forth below:	7. It is the intent of the parties that the Shoshone Water Rights will be <u>protected-used</u> for instream flow use to the maximum extent possible as allowed under the Water Court Decree, when to the extent the Shoshone Water Rights are not being used for power generation. To implement this mutual intent, the CWCB agrees that it will <u>will exercise its sole discretion, as the exclusive holder of interests in water for instream flow use, whether to, subject to its discretion as reserved in § L.,</u> request administration of the Shoshone Water Rights for instream flow use in the Shoshone Reach of the Colorado River to preserve and improve the natural environment to a reasonable degree, <u>and if so to what extent,</u> at all times when the Natural Flow of the Colorado River as measured at the Dotsero Gage is less than 1,408 c.f.s. <u>rights are in priority and not being used for power generation,</u> subject only to the	<u>7. Subject to the terms of the Decree, including any subsequent decision on appeal thereof, the CWCB will exercise the Shoshone Water Rights for instream flow purposes subject to all terms of this Agreement and to the extent the Shoshone Water Rights are reduced on a temporary basis as provided below:</u> <u>[X]. Collaborative Process for Voluntary ISF Call Reduction. In limited circumstances, an ISF Call Reduction may be implemented on a voluntary basis in accordance with the following collaborative process (a “Voluntary ISF Call Reduction”):</u> <u>i. The Director of the CWCB and River District General Manager receive a written request for a</u>

a. Any terms, conditions, and limits set forth in the Decree; b. Any reduction in instream flow use made pursuant to the terms and conditions of Paragraph 9, below, due to use or planned use of the Shoshone Water Right for power generation; and c. During any period wherein the CWCB and the River District jointly agree in writing to reduce the flow rate requested for administration of the Shoshone Water Rights for instream flow purposes.	limitations set forth below: a. Any terms, conditions, and limits set forth in the Decree; b. <u>No more than 1,250 cfs may be called under the Senior Shoshone Water Right during the Irrigation Season (March 25 to November 10), to the extent the flow is at or less than 1,250 cfs at the Dotsero gage, and no more than 900 cfs may be called under the Senior Shoshone Water Right in the Winter Season (November 11 to March 24), to the extent the flow is at or less than 900 cfs at the Dotsero gage, subject to the additional terms contained herein;</u> c. <u>The Senior Shoshone Water Right shall not call for instream flow use for 17 cumulative days during the Winter Season to duplicate the effect of current scheduled outages for maintenance;</u> d. <u>In the event the Green Mountain Reservoir 52,000 acre-foot Replacement Pool is fully depleted, a call shall not be made under the Senior Shoshone Water Right that would result in the curtailment of diversions under the Colorado-Big Thompson Project;</u> e. <u>A call under the Junior Shoshone Water Right may only be placed using a date of September 18, 2025.</u> b.f. Any reduction in instream flow use made pursuant to the terms and conditions of Paragraph 9, below, due to use or planned use of the Shoshone Water Right for power generation; and	<u>Voluntary ISF Call Reduction from an affected water user(s) that sets out in detail the nature and reasons for the request, the requested flow rate and timeframe for a reduction, and any measures the requesting entity has implemented to mitigate the need for a voluntary call reduction;</u> ii. <u>Promptly following receipt of such request, CWCB staff and River District staff shall convene a meeting (in person or electronically if needed) of an advisory group of stakeholders (the invite list will include, but need not be limited to, the requesting entity(ies), the Division Engineer for Water Division 5, a representative of Colorado Parks and Wildlife, a representative for the Grand Valley irrigators, a representative of West Slope municipalities who divert municipal water directly from the Colorado River, a representative for West Slope water users upstream of the Dotsero Gage, the U.S. Bureau of Reclamation, a representative of Northern Colorado Water Conservancy District (or its Municipal Subdistrict), a representative of PSCo., a representative of Denver Water, a representative of Aurora Water, a representative of Colorado Springs, a representative of an environmental organization, and a representative of a recreational organization to discuss the request, its possible effects on other affected water users, and terms and conditions that could avoid, minimize, or mitigate such effects; and</u> iii. <u>In making a determination of whether to implement a Voluntary ISF Call Reduction, the CWCB and the River District shall consider the information</u>
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	<u>g. During any period wherein the CWCB and the River District jointly agree in writing to requests that the Water Commissioner reduce to reduce the flow-rate requested for administration of the Shoshone Water Rights administered for instream flow purposes.</u> <u>h. The Shoshone Water Rights shall not place a call for instream flow purposes during the Irrigation Season (March 25 through November 10) and Winter Season (November 11 through March 24) as provided below:</u> <u>i. The Shoshone Water Rights will not call for instream flow purposes during the Irrigation Season when a Water Shortage occurs. A “Water Shortage” occurs when the following two conditions are met: Using Denver Water’s regular methodology and based on the "normal" scenario, Denver Water predicts that reservoir storage in its system on July 1 will be at or below 80% full; and the Most Probable forecast of streamflow prepared by the Natural Resources Conservation Service (NRCS) or jointly by NRCS and the Colorado Basin River Forecast Center indicates that the April - July flow of the Colorado River at the Kremmling gage will be less than or equal to 85% of average. If no forecast for the Kremmling gage is available, then the Dotsero gage will be used. For purposes of this paragraph, the reservoirs that will be considered in determining overall storage are Antero, Eleven Mile, Cheesman, Marston, Chatfield, Gross, Ralston, Dillon, Williams Fork, and Wolford Mountain, but excluding any reservoirs under storage restrictions due to maintenance, repairs or orders from the Colorado State Engineer.</u>	<u>provided by the requesting entity under subsection 7.[X].i above.</u> <u>iv. If, after consideration of the request, the Director of the CWCB and the River District General Manager jointly determine in writing that it is in the best interests of the State’s Colorado River water users and stakeholders to implement a Voluntary ISF Call Reduction, the CWCB staff and River District staff shall provide the terms and conditions under which the Voluntary ISF Call Reduction will occur to the requesting party. If so, the CWCB and River District may implement a Voluntary ISF Call Reduction only to the minimum extent necessary to address the shortage conditions set forth in the request.</u> <u>v. The CWCB and River District may also make other contractual arrangements with the requesting entity or water users benefitted by a Voluntary ISF Call Reduction if doing so would help to address the reason for the request or to mitigate the potential impacts of any such Voluntary ISF Call Reduction.</u> <u>vi. The Director of the CWCB and the River District General Manager shall transmit their written decision of whether or not to implement a Voluntary ISF Call Reduction with a brief explanation of the decision to the requesting party and the advisory group of stakeholders and promptly make such written determination publicly available.</u> <u>vii. The Director of the CWCB will report to the CWCB Board any activity contemplated by this</u>
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	j. <u>During the Irrigation Season, Denver Water will make projections in March prior to March 25, and again in early May and late June to determine whether a Water Shortage is occurring. If a Denver Water projection in March or May meets the conditions for a Water Shortage, then the Shoshone Water Rights may not place a call for instream flow purposes during the period from that projection to the next projection. If a Denver Water projection made in March or May does not meet the conditions for a Water Shortage, then the Shoshone Water Rights may call for instream flow purposes during the period from that projection to the next projection; provided, however, that the Shoshone Water Rights may not place a call for instream flow purposes during any period when the Shoshone Call is relaxed under the 2007 Shoshone Agreement.</u> k. <u>If a Denver Water projection made in June meets the conditions for a Water Shortage, then the Shoshone Water Rights may not place a call for instream flow purposes during the remainder of the Irrigation Season that year. If the projection made in June does not meet the conditions for a Water Shortage, then the Shoshone Water Rights may place a call, to the extent in priority and short of water, for instream flow purposes during the remainder of the Irrigation Season that year.</u> l. <u>During the Winter Season (November 11 to March 24), the Shoshone Water Rights may not call fully for instream flow purposes when the overall storage in Denver Water’s system is less than 79% of capacity on November 1. If Denver Water storage is less than 79%, but more than 63%, then the Shoshone Water Rights may call for no</u>	<u>Paragraph 7.[X] at the next regularly scheduled CWCB meeting, including any requests, meetings, decisions, and actions taken.</u> viii. <u>If, following the procedures above, the requesting party objects to the decision made by the River District and the Director, or the Director of the CWCB and the River District General Manager do not agree on whether or not to implement a Voluntary ISF Call Reduction, the CWCB shall place the matter on the agenda for a regularly scheduled or special Board meeting that occurs within a reasonable time period given the urgency of the request for consideration and decision in accordance with the ISF Rules and Board procedures. Following the Board’s decision, the CWCB staff and the River District shall act in accordance with the Board’s direction regarding implementation of the Voluntary ISF Call Reduction.</u>
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	<u>more than 704 cfs during that Winter Season. If Denver Water storage is equal to or less than 63%, but more than 49%, then the Shoshone Water Rights may call for no more than 352 cfs during that Winter Season. If the storage is equal to or less than 49%, then the Shoshone Water Rights may not call during that Winter Season.</u> <u>e.m. Shoshone Outage Protocol Agreement, No. 13XX6C0129, June 27, 2016, a copy of which is attached hereto as Exhibit [X] (“2016 ShOP Agreement”): CWCB’s exercise of the Shoshone Water Rights for instream flow purposes is considered a “Shoshone Outage” as defined in the 2016 ShOP. Except as provided for above in this paragraph 7, whenever CWCB exercises the Shoshone Water Rights for instream flow purposes, a CWCB instream flow call is subject to all the conditions and limitations described in the 2016 ShOP Agreement, including specifically the limitations described in Sections IV. B through G. for Shoshone Outages. This includes all the conditions and limitations incorporated into the 2016 ShOP Agreement from the WGFP IGA for a Shoshone Outage as defined in paragraph IV.B.2.a. and therefore subject to all terms and limitations described under the “Actions by the Subdistrict” in IV.B</u>	
8. Pursuant to ISF Rule 10, 2 CCR 408-2, the parties shall cooperate in the administration and monitoring of the instream flow use of the Shoshone Water Rights dedicated to the CWCB under this Agreement so that, subject to the terms of this Agreement and the Decree, the CWCB will maximize the use of the Shoshone Water Rights for instream flow purposes to the extent the rights are not being used for hydropower	8. Pursuant to ISF Rule 10, 2 CCR 408-2, the parties shall cooperate in the <u>administration-use</u> and monitoring of the instream flow use of the Shoshone Water Rights dedicated to the CWCB under this Agreement so that, subject to the terms of this Agreement and the Decree, the CWCB will maximize the use of the Shoshone Water Rights for instream flow purposes to the extent the rights are not being used for hydropower generation purposes at the Shoshone Power	Adopt Denver Water/Northern Water/Aurora Water/Colorado Springs Utilities/Homestake Partners Exhibit 1, 8/4/2025 language

generation purposes at the Shoshone Power Plant. PSCo, the CWCB and the River District shall coordinate with DWR to monitor the flow and calculate the Natural Flow of the Colorado River at the Dotsero Gage as the point of administration for the Shoshone Water Rights for hydropower generation and instream flow use.	Plant. PSCo, the CWCB and the River District shall will coordinate with DWR to monitor the <u>shall determine when and to what extent to call for water for instream flow purposes pursuant to the Shoshone Water Rights based on, among other factors, the actual river</u> flow and calculate the Natural Flow <u>(as determined by DWR)</u> of the Colorado River at the Dotsero Gage, <u>which shall be used</u> as the point of administration for the Shoshone Water Rights for hydropower generation and instream flow use, <u>unless an additional measurement point is required</u> .	
9. The CWCB and the River District shall notify PSCo of any request for administration required by the provisions of this Agreement. PSCo shall provide advance written notice to the River District and the CWCB at least thirty (30) days prior to any scheduled operations or maintenance activities that result in a full or partial shutdown of the Shoshone Power Plant, and shall provide notice as soon as reasonably possible of any unscheduled shutdown or reduction of Shoshone Power Plant operations. During the term of the Lease, the parties will coordinate on at least an annual basis to determine how the Shoshone Water Rights will be allocated between hydropower generation and instream flow use in a manner consistent with the terms and conditions of the Decree that (1) maximizes PSCo’s ability to exercise the Shoshone Water Rights for hydropower generation purposes; and (2) maximizes the ability to use the Shoshone Water Rights for instream flow purposes to the extent the water rights are not being used for hydropower generation purposes at the Shoshone Power Plant, in a manner that does not reduce the availability of the Shoshone Water Rights	9. The CWCB and the River District shall notify <u>the River District and</u> PSCo of any request for administration <u>for instream flow use underrequired by the provisions of</u> this Agreement. PSCo shall provide advance written notice to the River District and the CWCB at least thirty (30) days prior to any scheduled operations or maintenance activities that result in a full or partial shutdown of the Shoshone Power Plant, and shall provide notice as soon as reasonably possible of any unscheduled shutdown or reduction of Shoshone Power Plant operations. During the term of the Lease, the parties will coordinate on at least an annual basis to determine how the Shoshone Water Rights will be allocated between hydropower generation and instream flow use in a manner consistent with the terms and conditions of the Decree that (1) maximizes PSCo’s ability to exercise the Shoshone Water Rights for hydropower generation purposes; and (2) maximizes the ability <u>of the CWCB in its discretion</u> to use the Shoshone Water Rights for instream flow purposes when to the extent the water rights are not being used for hydropower generation purposes at the Shoshone Power Plant, in a manner that does not reduce the availability of the Shoshone Water Rights for subsequent	Adopt Denver Water/Northern Water/Aurora Water/Colorado Springs Utilities/Homestake Partners Exhibit 1, 8/4/2025 language

for subsequent hydropower use. Upon termination of the Lease, this paragraph, and any other restrictions on the Shoshone Water Rights throughout this Agreement due to hydropower use, shall no longer be in effect, and, subsequent to any permanent decommissioning of the Shoshone Power Plant, instream flow shall be the only use of the Shoshone Water Rights.	hydropower use. Upon termination of the Lease, this paragraph, and any other restrictions on the Shoshone Water Rights throughout this Agreement due to <u>or relating to</u> hydropower use, shall no longer be in effect, and, subsequent to any permanent decommissioning of the Shoshone Power Plant, instream flow shall be the only use of the Shoshone Water Rights.	
14. The parties shall file and diligently pursue a Water Court application and any necessary appeals to obtain the Decree in a final, unappealable form confirming a change of water right for the Shoshone Water Rights to include the additional use for instream flow purposes by the CWCB and confirming that the water attributable to the Shoshone Water Rights will be used for instream flow to preserve and improve the natural environment in the Shoshone Reach of the Colorado River to a reasonable degree up to the full amount of the ISF Rate, subject to the terms and conditions of the Decree and this Agreement. In such water court application, the CWCB, the River District, and PSCo shall be co- applicants for the purpose of advancing and protecting their contractual rights under this Agreement, including adjudicating a decreed right to use of the Shoshone Water Rights by the CWCB to preserve and improve the natural environment to a reasonable degree within the Shoshone Reach. Except as otherwise provided in the PSA, to which the CWCB is not subject, each party shall bear its own attorney fees and costs related to its participation in any water court adjudication contemplated under this Paragraph 14. Except for its own attorney fees and court filing fees, the CWCB is not responsible for paying costs of	14. The parties shall file and diligently pursue a Water Court application and any necessary appeals to obtain the Decree in a final, unappealable form confirming a change of water right for the Shoshone Water Rights to include the additional use for instream flow purposes by the CWCB and confirming that the water attributable to the Shoshone Water Rights <u>maywill</u> be used for instream flow to preserve and improve the natural environment in the Shoshone Reach of the Colorado River to a reasonable degree up to the full amount of the ISF Rate<u>flowrate allowed under paragraph 7</u>, subject to the terms and conditions of the Decree and this Agreement. In such water court application, the CWCB, the River District, and PSCo shall be co- applicants for the purpose of advancing and protecting their contractual rights under this Agreement, including adjudicating a decreed right <u>for the CWCB</u> to use of the Shoshone Water Rights by the CWCB to preserve and improve the natural environment to a reasonable degree within the Shoshone Reach. Except as otherwise provided in the PSA, to which the CWCB is not subject, each party shall bear its own attorney fees and costs related to its participation in any water court adjudication contemplated under this Paragraph 14. Except for its own attorney fees and court filing fees, the CWCB is not responsible for paying costs of prosecuting the water court application, including the costs of hiring a consulting engineer or other witnesses in furtherance	Adopt Denver Water/Northern Water/Aurora Water/Colorado Springs Utilities/Homestake Partners Exhibit 1, 8/4/2025 language

Attachment 1 to Front Range Parties’ Submittal of Redlines to ISF Agreement Pursuant to the November 14, 2025 Order

prosecuting the water court application, including the costs of hiring a consulting engineer or other witnesses in furtherance of such application, or attorney fees of any other party incurred in relation thereto.	of such application, or attorney fees of any other party incurred in relation thereto.	
15. The parties intend that the Decree shall confirm that to the extent the water dedicated under this Agreement is not being used for hydropower generation at the Shoshone Power Plant, such water shall be beneficially used by the CWCB for instream flow purposes to preserve and improve the natural environment of the Colorado River within the Shoshone Reach to a reasonable degree, subject to the terms and conditions of the Decree and this Agreement.	15. The parties <u>will request a Decree that provides</u> intend that the Decree shall confirm that <u>when to the extent the no</u> water dedicated under this Agreement is not being used for hydropower generation at the Shoshone Power Plant, <u>the Shoshone Water Rights such water shall may</u> be beneficially used by the CWCB <u>in its discretion</u> for instream flow purposes to preserve and improve the natural environment of the Colorado River within the Shoshone Reach to a reasonable degree, subject to the terms and conditions of the Decree and this Agreement.	Adopt Denver Water/Northern Water/Aurora Water/Colorado Springs Utilities/Homestake Partners Exhibit 1, 8/4/2025 language

Directive 2: Comparison of Section 14 Proposed Language Providing CWCB Staff will be Objective Regarding the Average Consumptive Use and Average Historical Use Calculation to Assess what is the Best Methodology During any Additional Negotiations Leading up to November. Staff will not Endorse any Proposed Analyses Provided to Date		
Original Proposed ISF Agreement	Denver Water/Northern Water/Aurora Water/Colorado Springs Utilities/Homestake Partners Exhibit 1, 8/4/2025	Additional Language Responsive to the Directive of the Board:
14. The parties shall file and diligently pursue a Water Court application and any necessary appeals to obtain the Decree in a final, unappealable form confirming a change of water right for the Shoshone Water Rights to include the additional use for instream flow purposes by the CWCB and confirming that the water attributable to	14. The parties shall file and diligently pursue a Water Court application and any necessary appeals to obtain the Decree in a final, unappealable form confirming a change of water right for the Shoshone Water Rights to include the additional use for instream flow purposes by the CWCB and confirming that the water attributable to	14. The parties shall file and diligently pursue a Water Court application and any necessary appeals to obtain the Decree in a final, unappealable form confirming a change of water right for the Shoshone Water Rights to include the additional use for instream flow purposes by the CWCB and confirming that the water attributable to

the Shoshone Water Rights will be used for instream flow to preserve and improve the natural environment in the Shoshone Reach of the Colorado River to a reasonable degree up to the full amount of the ISF Rate, subject to the terms and conditions of the Decree and this Agreement. In such water court application, the CWCB, the River District, and PSCo shall be co- applicants for the purpose of advancing and protecting their contractual rights under this Agreement, including adjudicating a decreed right to use of the Shoshone Water Rights by the CWCB to preserve and improve the natural environment to a reasonable degree within the Shoshone Reach. Except as otherwise provided in the PSA, to which the CWCB is not subject, each party shall bear its own attorney fees and costs related to its participation in any water court adjudication contemplated under this Paragraph 14. Except for its own attorney fees and court filing fees, the CWCB is not responsible for paying costs of prosecuting the water court application, including the costs of hiring a consulting engineer or other witnesses in furtherance of such application, or attorney fees of any other party incurred in relation thereto.	the Shoshone Water Rights may be used for instream flow to preserve and improve the natural environment in the Shoshone Reach of the Colorado River to a reasonable degree up to the full flowrate allowed under paragraph 7, subject to the terms and conditions of the Decree and this Agreement. In such water court application, the CWCB, the River District, and PSCo shall be co- applicants for the purpose of advancing and protecting their contractual rights under this Agreement, including adjudicating a decreed right for the CWCB to use the Shoshone Water Rights to preserve and improve the natural environment to a reasonable degree within the Shoshone Reach. Except as otherwise provided in the PSA, to which the CWCB is not subject, each party shall bear its own attorney fees and costs related to its participation in any water court adjudication contemplated under this Paragraph 14. Except for its own attorney fees and court filing fees, the CWCB is not responsible for paying costs of prosecuting the water court application, including the costs of hiring a consulting engineer or other witnesses in furtherance of such application, or attorney fees of any other party incurred in relation thereto.	the Shoshone Water Rights may be used for instream flow to preserve and improve the natural environment in the Shoshone Reach of the Colorado River to a reasonable degree up to the full flowrate allowed under paragraph 7, subject to the terms and conditions of the Decree and this Agreement. In such water court application, the CWCB, the River District, and PSCo shall be co- applicants for the purpose of advancing and protecting their contractual rights under this Agreement, including adjudicating a decreed right for the CWCB to use the Shoshone Water Rights to preserve and improve the natural environment to a reasonable degree within the Shoshone Reach. Except as otherwise provided in the PSA, to which the CWCB is not subject, each party shall bear its own attorney fees and costs related to its participation in any water court adjudication contemplated under this Paragraph 14. Except for its own attorney fees and court filing fees, the CWCB is not responsible for paying costs of prosecuting the water court application, including the costs of hiring a consulting engineer or other witnesses in furtherance of such application, or attorney fees of any other party incurred in relation thereto. <u>During the change of use water court process authorized by this ISF Agreement, the staff of the CWCB shall provide objective expertise and input consistent with the CWCB’s statutory authority and obligations including consideration of the statewide implications of the proposed change on the conservation and optimum utilization of the waters of the State of Colorado. In doing so, CWCB staff shall evaluate and advise the Board on matters necessary to ensure that the CWCB’s participation, recommendations, and positions in the proceeding are</u>
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		<u>consistent with its duty under § 37-60-106(1), C.R.S., to promote the conservation of Colorado’s waters and secure their greatest utilization for the benefit of the people of the state, and under § 37-92-102(3), C.R.S., to preserve and improve the natural environment to a reasonable degree.</u>
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