



COLORADO
Division of Water Resources
Department of Natural Resources

November 22, 2021

Jared Dains, P.E.
Applegate Group, Inc.
1490 W. 121st Avenue, Suite 100
Denver, CO 80234

**RE: Bucklen Substitute Water Supply Plan (WDID 0302538, Plan ID 3183)
Bucklen Pit, DRMS File No. M-1982-131 (WDID 0303032)
Section 36, T6N, R66W, 6th P.M. and Section 31, T6N, R65W, 6th P.M.
Water Division 1, Water District 3, Weld County**

Approval Period: November 1, 2021 through October 31, 2022

Contact Information for Mr. Dains: jareddains@applegategroup.com; 303-452-6611

Dear Mr. Dains:

We have reviewed your letter dated October 28, 2021 requesting renewal of the above referenced substitute water supply plan ("SWSP") on behalf of Bucklen Equipment Co., Inc. ("Applicant") in accordance with section 37-90-137(11), C.R.S., for an existing sand and gravel operation known as the Bucklen Pit. The original SWSP was approved on September 15, 1993 and was most recently approved in a letter dated November 5, 2020. The required fee of \$257.00 for the renewal of this SWSP has been received (receipt no. 10016504).

SWSP Operations

The Bucklen Pit (well permit no. 67876-F, WDID 0303032) is located just north of the City of Greeley in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, Township 6 North, Range 66 West, and in the SW $\frac{1}{4}$ of Section 31, Township 6 North, Range 65 West of the 6th P.M. The pit consists of three separate cells designated as the Original Permit Area, Amendment Area A, and Amendment Area B, as shown on the attached Figure 2. During this plan period, depletions at the Bucklen Pit will consist of evaporation from exposed groundwater, water lost in the mined product, and water used for dust control purposes. The proposed sources of replacement water are leased water from the City of Aurora and six shares of the Greeley Irrigation Company owned by the Applicant.

Depletions

Depletions from the Bucklen Pit will result from the evaporation of exposed groundwater and operational losses resulting from mining activity. Currently there are a total of 18.65 acres of groundwater exposed at the Bucklen Pit site, consisting of a 17.65-acre pond located in the Original Permit Area and approximately 1 acre of dewatering trenches and sedimentation ponds located in Amendment Area A. Pursuant to section 37-90-137(11)(b), C.R.S., and case no. 2009CW49, a gravel pit operator or property owner does not need to replace depletions that occur due to evaporation from groundwater exposed prior to January 1, 1981 as a result of open mining of sand and gravel



("pre-81 areas"), regardless of whether mining continued after December 31, 1980. This office has previously recognized 5.27 acres of the 17.65-acre pond as being pre-81 exposure. Per the State Engineer's *General Guidelines for Substitute Supply Plans for Sand and Gravel Pits* as updated April 1, 2011, pre-81 areas are tied to the physical location at which the groundwater was exposed prior to January 1, 1981. The applicant has provided a map showing the specific location of the pre-81 area. The credits for the pre-81 area are tied to the location identified in the attached Figure 2 (Pre-81 Credit Location) and may not be re-allocated to other areas of groundwater exposure within the gravel pit boundary. Any pre-81 area that is backfilled will lose the pre-81 exemption should it be excavated in the future. Additionally, the backfilling of the pre-81 area shall not create a credit to be used elsewhere.

Net evaporative depletions were calculated using a gross annual evaporation of 45 inches from the exposed water surface, with a credit of 9.81 inches for effective precipitation, based on an average annual precipitation of 14.02 inches from the Greeley UNC weather station (Station ID 053553) for the time period of 1967 through 2005. Computation of evaporation under this plan was reduced during the ice-covered period. You have assumed the ice-covered period to occur during the months of December and January based on monthly average temperatures reported for the Greeley UNC weather station of 29.4°F for December and 28.6°F for January for the time period of 1967 through 2005. The ice-covered periods may be used to reduce the amount of evaporative losses that need to be replaced; however, for the purpose of this SWSP, the Applicant shall replace the net evaporation depletions from the exposed groundwater surface area that may occur during the assumed ice-covered period (December through January) for any time that the pit is not completely covered by ice. Computation of the net evaporation during any time that the pit is not completely covered by ice shall be determined as the pro-rata amount of the monthly gross evaporation rate distribution amount identified in the State Engineer's *General Guidelines for Substitute Supply Plans for Sand and Gravel Pits*, subtracting the pro-rata amount of the effective precipitation for that period. The net depletion of groundwater due to evaporation from the 13.38 acres exposed after December 31, 1980 is projected to total 36.92 acre-feet during this plan period, as shown on the attached Table 1.

Operational losses associated with mining activities will include water removed with the mined product and water used for dust control. Up to 5,000 tons of material is projected to be mined during this plan period. The material will be mined below the groundwater table in a dewatered state and will not be washed; therefore the water retained in the mined product is considered to be 2.0% of the mined material by weight. This results in a groundwater loss of 0.074 acre-feet. The Applicant has estimated that 2,000 gallons of water per day will be used for dust control purposes during the period of March through October. Water used for dust control purposes is assumed to be 100% consumed. The amount of water lost to dust control during this plan period is therefore estimated to be 1.50 acre-feet. The estimated monthly depletions due to operational losses are shown on the attached Table 2 and are projected to total 1.58 acre-feet for this plan period.

The total consumptive use of groundwater at the Bucklen Pit is estimated to be 38.49 acre-feet for this plan period. A monthly breakdown of evaporative and operational depletions is shown on the attached Table 3.

According to information previously provided to this office, dewatering commenced in Amendment Area A in the summer of 1998 and will continue throughout this plan period. Dewatering occurs through the use of two pumps, with one pump usually running continuously, and two pumps running in high water events. The water is pumped into two settling ponds north of Amendment Area

A and immediately adjacent to the Cache la Poudre River, where it is allowed to seep and discharge into the river. Prior to November 2012, the volume of water pumped for dewatering was not included in the accounting submitted to this office or otherwise tracked. Subsequent SWSP approvals have required monthly volumes of dewatering discharge into the settling ponds to be recorded. However, these volumes do not need to be analyzed for depletions to the river as long as pumping remains relatively constant from month to month. Dewatering operations that are constant and continuous will eventually reach a steady-state condition where the accretions to the river generated by dewatering are equal to the depletions to the river generated by dewatering. Given the long duration of historical dewatering operations, it is assumed that dewatering operations at the Bucklen Pit are in a steady-state condition. At least three (3) years from the expected cessation of dewatering, a plan that addresses the replacement of long term lagged depletions, including depletions that occur with the “first fill” of the pit, must be submitted to our office. Should dewatering at the pit cease during this SWSP approval period, this SWSP will automatically be void until an amendment is sought and approved.

The monthly evaporative and operational depletions to the Cache la Poudre River were lagged from the pit using the Alluvial Water Accounting System (AWAS) program developed by the Integrated Decision Support (IDS) Group at Colorado State University with the following parameters:

- Distance from the centroid of the gravel pit pond to the river (X) = 1,390 feet
- Alluvial aquifer width (W) = 10,650 feet
- Specific yield (S) = 0.2
- Transmissivity (T) = 120,000 gallons per day per foot

Lagged depletions due to past and projected operations at the Bucklen Pit site were calculated to total 37.66 acre-feet during this plan period, as shown on the attached Table 3.

Replacements

During the irrigation season of April through October, the replacement source will be consumptive use credits associated with the historical irrigation use of six (6) shares of the Greeley Irrigation Company. During the non-irrigation season of November through March, replacement water will be provided by a lease of 21.7 acre-feet of augmentation water from Aurora Water. See Table 5 for a monthly breakdown of replacement water for this plan period (Water Year 2022).

Greeley Irrigation Company (“GIC”) Shares

The Applicant owns six (6) out of a total of 519.7 GIC shares, all six of which have been dedicated to this SWSP for this plan period. A share of GIC water provides the shareholder with GIC direct flow water and Fossil Creek Reservoir water. The Applicant’s GIC shares will be delivered to the Cache la Poudre River at the 23rd Avenue and Fourth Street Return Station (WDID 0302318). Replacements to the river will be made directly adjacent to the Bucklen Pit. Due to the close proximity of the return station to the Bucklen Pit, no transit losses will be assessed for the delivery of the GIC shares.

A portion of the Greeley Canal No. 3 (WDID 0300934) was changed in Division 1 Water Court in case no. 1996CW658 based on a ditch-wide analysis by the Poudre Prairie Mutual Reservoir and Irrigation Company (“Poudre Prairie”). The use of the subject ditch shares in this plan shall be in accordance with the terms and conditions decreed in case no. 1996CW658, including monthly and annual volumetric limits on water deliveries and monthly return flow requirements. The decree in case no. 1996CW658 found that 519.7 shares were used to irrigate 3,501 acres with an average

historical consumptive use of 5,358 acre-feet per year, which yields an average consumptive use credit of 10.31 acre-feet per share (5,358 acre-feet ÷ 519.7 shares).

Based on the above, the six shares to be used in this plan result in a consumptive use credit of approximately 61.86 acre-feet per year (10.31 acre-feet per share × 6 shares). One of the Applicant's six shares was associated with Farm W-49, which is now dried up because it is part of the Bucklen Pit. The other five shares were referred to as "floating shares" in case no. 1996CW658. In accordance with paragraph 19 of case no. 1996CW658 the lands historically irrigated by the "floating shares" are reported to have already been dried up and are no longer irrigated.

In paragraph 6.7.4 of the decree in case no. 1996CW658, future farm headgate deliveries of Poudre Prairie's 67.75 shares were limited to 1,712 acre-feet per year (25.26 acre-feet per share), and 12,631 acre-feet (186.43 acre-feet per share) in any consecutive 10-year period. Deliveries of the Applicant's six shares of GIC water under this plan must comply with these per-share limits. The historical return flows shall be maintained in accordance with the return flow factors identified in case no. 1996CW658. The return flows associated with the delivery of Fossil Creek Reservoir water that is attributable to the Applicant's six GIC shares shall also be maintained in accordance with the surface and subsurface factors decreed in case nos. 1996CW658.

Pursuant to paragraph 6.7.6 of case no. 1996CW658, the subsurface component of the return flow obligation will be calculated based on the 5-year running average annual farm headgate deliveries of GIC direct flow water and Fossil Creek Reservoir water. You have proposed to calculate subsurface return flow obligations based on the 5-year running average deliveries of the subject shares. The total annual deliveries of the subject GIC shares for the last five years are shown in the following table. For the purposes of this SWSP, you have estimated the 5-year average for Water Year 2022 using the projected deliveries per share for Year One as described in paragraph 28 of the decree entered in case no. 2003CW348 for those months for which delivery records are not yet available (September and October 2021). The actual subsurface return flow obligations will be based on the average of actual deliveries for the period of 2017-2021.

| Water Year | Total Annual Deliveries | |
|------------|-------------------------|------------------------|
| | GIC Direct Flow | Fossil Creek Reservoir |
| 2017 | 79.30 | 0 |
| 2018 | 98.96 | 1.64 |
| 2019 | 80.30 | 0 |
| 2020 | 129.63 | 6.49 |
| 2021 | 85.35 | 2.94 |
| Average | 94.71 | 2.21 |

As specified in case no. 1996CW658, all deliveries of GIC water incur a return flow obligation to the stream system made up of a surface and subsurface component. Surface return flows will be calculated by multiplying the GIC direct flow water by 0.237 (23.7%) and any Fossil Creek Reservoir Water delivered by 0.201 (20.1%). As described above, the subsurface component of the return flow obligation will be calculated by multiplying the 5-year average annual delivery of GIC water by the monthly subsurface return flow factors given in Appendix A-2 of the decree entered in case no. 1996CW658 (see Table 4). As shown in Table 4, the estimated subsurface return flow obligations for GIC direct flow deliveries and Fossil Creek reservoir deliveries total 22.73 acre-feet and 0.47

acre-feet, respectively. The quantity of GIC water remaining after the Applicant has satisfied its return flow obligations is equivalent to the historical consumptive use attributable to the shares.

For the purposes of this SWSP, you have used a projected yield of 20.31 acre-feet of GIC direct flow water per share and 1.19 acre-feet of Fossil Creek Reservoir deliveries per share. These amounts are consistent with projected deliveries per share for Year One as described in paragraph 28 of the decree entered in case no. 2003CW348. Projected deliveries for Year One were calculated in accordance with paragraph 20.3.3 of the decree entered in case no. 2003CW99, and are based on 2002-2006 recorded deliveries. As specified in case no. 1996CW658, all GIC direct flow deliveries incur an immediate surface return flow obligation of 23.7%, and all Fossil Creek deliveries incur an immediate surface return flow obligation of 20.1%. The estimated consumptive use credit is therefore 15.50 acre-feet per share for GIC direct flow water, and 0.95 acre-feet per share for Fossil Creek Reservoir water. In total, the six GIC shares are expected to have a net credit to the river of 98.68 acre-feet (not including subsurface return flow obligations, which are separately accounted for as a depletion as discussed above). The use of the Year One projected deliveries is acceptable for this plan period and appears reasonable based on current conditions. Should actual GIC deliveries be less than projected deliveries, the Applicant is obligated to obtain additional or alternate replacement supplies to replace all depletions at the Bucklen Pit.

Based on the actual annual GIC deliveries for 2013-2021 reported in the SWSP accounting, the 10-year farm headgate delivery will not exceed 186.43 acre-feet per share, or 1,118.58 acre-feet for all 6 shares, so long as 2022 deliveries do not exceed the annual limitation of 25.26 acre-feet per share, or 151.56 acre-feet for all 6 shares, decreed in case no. 1996CW658.

Based on information provided on behalf of the Greeley Irrigation Company, there are a total of 251.97 shares and 1,103.87 acres remaining available for irrigation under the ditch system, resulting in an average of 4.38 acres irrigated per share. This is well below the historically irrigated acreage of 6.74 acres per share. As such, no additional terms and conditions are required to assure that this SWSP does not result in an expansion of use of the Applicant's shares should the Applicant reach their annual volumetric limit and cease diverting water or decide not to take delivery of their shares.

City of Aurora Lease

A lease of 21.7 acre-feet of water provided by the City of Aurora will be used to make replacements during the period of November 2021 through March 2022. The releases will be made from the Metro Waste Reclamation Facility (aka Robert W. Hite Treatment Facility, WDID 0200700) located in Denver on the South Platte River approximately 66 miles upstream from the Cache la Poudre confluence. Therefore a 16.5% (0.25% per mile) river transit loss will be assessed on all deliveries, unless otherwise determined by the Water Commissioner for District 2. During the months of November through March, it is possible for a call to be placed at the Evans Number 2 Ditch headgate for Milton Reservoir, or a call at the Western Ditch, or the Union Ditch to fill Lower Latham Reservoir, any of which could potentially sweep the river. It is the Applicant's responsibility to track the daily call and make arrangements as necessary to ensure this water is bypassed or otherwise delivered to the Cache la Poudre and South Platte River confluence. The District 3 Water commissioner has confirmed there is no call in the winter for the stretch of the Cache la Poudre between the Bucklen Pit and the confluence with the South Platte River. Therefore, as long as a diversion structure is not sweeping the South Platte River, the Aurora lease is able to provide replacement water on behalf of the Bucklen Pit.

Additional Sources

Supplemental leases will be obtained in the event that the above-described sources are insufficient to replace all depletions from the Bucklen Pit. Such supplemental leases may be obtained from any authorized augmentation source contained in a gravel pit approved pursuant to section 37-90-137(11) that is capable of making replacements at the most upstream calling right impacted by the Bucklen Pit depletions.

The Applicant has requested permission to lease out any of its excess replacement credit to other gravel pit SWSPs approved pursuant to section 37-90-137(11), C.R.S., to the extent such excess replacement credit exists. The Applicant must provide written notice to the division engineer and water commissioner at least 30 days in advance of the desired commencement of use of the excess replacement credits, which must include the specific plan in which the credits will be used, the provision in the plan that allows an unnamed source to be added for credit, the annual and monthly amount of excess replacement credit available, the location at which the water will be delivered to the stream, and a copy of a lease agreement between the Applicant and the purchaser of the excess replacement credits if the additional plan is not owned by the Applicant. **The Applicant cannot claim credit for the use of the excess replacement credits in any other plan until they have received written approval from the division engineer or water commissioner.** Any use of any such excess replacement credits must continue to be directly related to the mining of sand and gravel.

Long Term Augmentation

In accordance with the letter dated April 30, 2010 from the Colorado Division of Reclamation, Mining, and Safety ("DRMS"), all sand and gravel mining operators must comply with the requirements of the Colorado Reclamation Act and the Mineral Rules and Regulations for the protection of water resources. The April 30, 2010 letter from the DRMS requires that you provide information to the DRMS to demonstrate you can replace long term injurious stream depletions that result from mining-related exposure of groundwater. The DRMS letter identifies four approaches operators may implement to satisfy this requirement.

Approach no. 4 requires documentation to identify what water rights or other permanent water source will be dedicated to the SWSP to assure that all permanent depletions from either an unforeseen abandonment of the site by the Applicant or as a result of long term groundwater exposure after completion of mining and reclamation will be replaced so as to prevent injury to other water rights. You have provided an affidavit dated October 4, 2010 that dedicates five (5) of the Applicant's shares of GIC water as replacement water solely for this SWSP for as long as there are depletions at this gravel pit site or until such time as another replacement source is obtained. A copy of the affidavit is attached to this letter. For the purposes of this SWSP, this affidavit will be accepted for the dedication of the shares; however, if the State Engineer determines that a different affidavit or dedication process is necessary to assure proper dedication of the shares, additional information may be required prior to future SWSP approvals.

Conditions of Approval

I hereby approve this SWSP in accordance with section 37-90-137(11), C.R.S., subject to the following conditions:

1. This SWSP shall be valid for the period of November 1, 2021 through October 31, 2022 unless otherwise revoked or superseded by decree. If this plan will not be made absolute by a water court action by the plan's expiration date, a renewal request must be submitted to this office

with the statutory fee (currently \$257) **no later than September 1, 2022**. If a renewal request is received after the expiration date of this plan, it may be considered a request for a new SWSP, in which case the \$1,593 filing fee will apply.

2. Well permit no. 67876-F, as amended on February 24, 2010, was obtained for the current use and exposed water surface area of the gravel pit in accordance with sections 37-90-137(2) and (11), C.R.S.
3. The total surface area of the groundwater exposed at the Bucklen Pit after December 31, 1980 shall not exceed 13.38 acres, which results in a maximum annual evaporative loss of 36.92 acre-feet.
4. The annual amount of water used for operational purposes at the Bucklen Pit shall not exceed 1.58 acre-feet, estimated as 1.50 acre-feet for dust suppression and 0.074 acre-feet lost with the production of 5,000 tons of mined product.
5. Total consumption at the Bucklen Pit must not exceed these aforementioned amounts unless an amendment is made to this SWSP.
6. All diversions shall be measured in a manner acceptable to the division engineer. The Applicant shall install and maintain such measuring devices as required by the division engineer for operation of this SWSP.
7. Approval of this SWSP is for the purposes as stated herein. Any additional uses for which the water may be used must first be approved by this office. Any future additional historical consumptive use credit given (e.g. agricultural water transfer) for this site must consider all previous credits given.
8. The Applicant shall replace the net evaporative depletions from the exposed groundwater surface area that may occur during the assumed ice-covered period (December through January) for any time that the exposed groundwater is not completely covered by ice.
9. The replacement water that is the subject of this plan cannot be sold or leased to any other entity, unless excess replacement credits exist and the Applicant has obtained written approval from the division engineer or water commissioner for the use of such excess replacement credits. The replacement water must be appurtenant to this site for the duration of this SWSP or until a plan for augmentation is obtained.
10. The Applicant has proposed to use for augmentation, water available from any other source legally available for augmentation and which can be provided in the amount, at the time, and at the location required to replace out of priority depletions from the Bucklen Pit. Additional sources of replacement water in this SWSP may only be used if the Applicant complies with the attached Division One Administration Protocol *"Use of Replacement Sources Not Specifically Identified in an SWSP or Augmentation Plan"*.
11. All releases of replacement water must be sufficient to cover all out-of-priority depletions in time, place, and amount and must be made under the direction and/or the approval of the water commissioner. Notice must be provided and approval made by the water commissioner at least 48 hours prior to the release of replacement water, or as required by the water commissioner. The release of replacement water may be aggregated to maximize beneficial use. The water commissioner and/or the division engineer shall determine the rate and timing of an aggregated release.

12. In order to prevent injury to other water rights, the division engineer and water commissioner must be able to administer Applicants' replacement water past headgates on the river at times when those headgates would otherwise be legally entitled to divert all available flow in or "sweep" the South Platte River or its tributaries. Applicant shall not receive credit for replacement of depletions to the South Platte River below such diversion structures unless bypass and measurement structures are in place to allow the division engineer and water commissioner to confirm that Applicant's replacement water is delivered past the headgates. In the event that delivery past dry-up points requires the use of a structure for which a carriage or use agreement with a third party is required, Applicant shall be responsible for securing such agreement. Until such time as the Applicant provides a copy of the carriage or use agreement to the division engineer and water commissioner, no credit will be allowed for replacement of depletions to the South Platte River below such diversion structure.
13. The Division of Water Resources will not be responsible for any enforcement or administration of third party agreements that are not included in a decree of the water court.
14. The water attributable to the six (6) shares of the Greeley Irrigation Company must continue to be diverted in priority at the ditch and then measured back to the Cache la Poudre River in the vicinity of the Bucklen Pit. Adequate measuring devices acceptable to the water commissioner must be installed.
15. Conveyance loss for delivery of augmentation water is subject to assessment and modification as determined by the water commissioner or division engineer.
16. Adequate accounting of depletions and replacements must be provided to the division engineer in Greeley (DNR_Div1Accounting@state.co.us) and the water commissioner (Mark Simpson at Mark.Simpson@state.co.us) on a monthly basis or other interval acceptable to both of them. Submitted accounting shall conform to the attached Division One Administration Protocol "*Augmentation Plan Accounting, Division One - South Platte Basin*".

In addition, it is the applicant's responsibility to verify that the entities making replacements are identifying this use on their accounting submitted to our office. For the period of this plan, that entity is the City of Aurora.
17. The name, address and phone number of the contact person who will be responsible for the operation and accounting of this plan must be provided on the accounting forms to the division engineer and water commissioner.
18. The approval of this SWSP does not relieve the Applicant and/or landowner of the requirement to obtain a Water Court decree approving a permanent plan for augmentation or mitigation to ensure the permanent replacement of all depletions, including long-term evaporation losses and lagged depletions after gravel mining operations have ceased. If reclamation of the mine site will produce a permanent water surface exposing groundwater to evaporation, an application for a plan for augmentation must be filed with the Division 1 Water Court at least three (3) years prior to the completion of mining to include, but not be limited to, long-term evaporation losses and lagged depletions. If a lined pond results after reclamation, replacement of lagged depletions shall continue until there is no longer an effect on stream flow.
19. Dewatering at this site will produce delayed depletions to the stream system. As long as the pit is continuously dewatered, the water returned to the stream system should be adequate to offset the depletions attributable to the dewatering operation. The operator shall equip

the dewatering operations with a totalizing flow meter and report monthly meter readings which will be used to determine the post-pumping depletions when dewatering ceases. Once dewatering at the site ceases, the delayed depletions must be addressed. Accordingly, dewatering is required to continue during the term of this approval. At least three years prior to completion of dewatering, a plan must be submitted that specifies how the post pumping dewatering depletions (including refilling of the pit) will be replaced, in time, place and amount.

20. If dewatering of the site is discontinued, the pit would fill, creating additional depletions to the stream system due to increased evaporation. To assure that depletions from groundwater evaporation do not occur in the unforeseen event, or events, that would lead to the abandonment of the pit, the Applicant has dedicated five (5) Greeley Irrigation Company shares as replacement water solely to this SWSP for as long as there are depletions at this gravel pit site or until such time as another replacement source is obtained. A copy of the affidavit dated October 4, 2010 is attached to this letter. For the purposes of this SWSP, this affidavit will be accepted for the dedication of the shares; however, if the State Engineer determines that a different affidavit or dedication process is necessary to assure proper dedication of the shares, additional information may be required prior to future SWSP approvals.
21. The state engineer may revoke this SWSP or add additional restrictions to its operation if at any time the state engineer determines that injury to other vested water rights has occurred or will occur as a result of the operation of this SWSP. Should this substitute water supply plan expire without renewal or be revoked prior to adjudication of a permanent plan for augmentation, all excavation of product from below the water table, and all other use of water at the pit, must cease immediately.
22. In accordance with amendments to section 25-8-202(7), C.R.S., and "Senate Bill 89-181 Rules and Regulations" adopted on February 4, 1992, the state engineer shall determine if this substitute supply is of a quality to meet requirements of use to which the senior appropriation receiving the substitute supply has normally been put. As such, water quality data or analyses may be requested at any time to determine if the requirement of use of the senior appropriator is met.
23. The decision of the state engineer shall have no precedential or evidentiary force, shall not create any presumptions, shift the burden of proof, or serve as a defense in any water court case or any other legal action that may be initiated concerning this substitute water supply plan. This decision shall not bind the state engineer to act in a similar manner in any other applications involving other SWSPs, or in any proposed renewal of this SWSP, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant.

Please contact Sarah Brucker in Denver at (303) 866-3581, or Michael Hein in Greeley at (970) 352-8712, if you have any questions concerning this approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Deatherage".

for Jeff Deatherage, P.E.
Chief of Water Supply

Attachments: Figure 2

Tables 1 - 5

City of Aurora Lease Agreement

Letter from DRMS dated April 30, 2010

Affidavit for dedication of GIC shares to this SWSP

Division One Administration Protocols: *"Use of Replacement Sources Not Specifically Identified in an SWSP or Augmentation Plan"* and *"Augmentation Plan Accounting, Division One - South Platte Basin"*

Cc: Michael Hein, Lead Assistant Division Engineer, Michael.Hein@state.co.us
1809 56th Avenue, Greeley, CO 80634

Brent Schantz, River Operations/Compact Coordinator, Brent.Schantz@state.co.us

Jorge Vidal, Water Commissioner, Water District 2, Jorge.Vidal@state.co.us

Mark Simpson, Water Commissioner, Water District 3, Mark.Simpson@state.co.us

Louis Flink, Tabulation/Diversion Records Coordinator, Louis.Flink@state.co.us

Eric Scott, Division of Reclamation Mining and Safety, eric.scott@state.co.us



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BUCKLEN PIT (M-1982-131) SWSP

Current Exposed Area (2020 Aerial Photo)

Date: 15 Sep 2021

Job #: 08-127

Drawn By: JMD

Figure:

2

Of:

2

Table No. 1

Bucklen Equipment Company, Inc.
Bucklen Pit (M-1982-131)



**Evaporative Consumptive Use (aka Evap CU)
From Pond Surface**

Date Revised: 10/25/2021

AG Job #: 08-127

| Month | Percent of Annual Evaporation (A) | Gross Monthly Evaporation [in] (B) | Monthly Precip [in] (C) | Monthly CU Credit [in] (D) | Monthly Avg Temp [°F] (E) | Net Evap [in] (F) | Evap CU [ac-ft] (G) |
|--------------|-----------------------------------|------------------------------------|-------------------------|----------------------------|---------------------------|-------------------|---------------------|
| November | 4.0% | 1.80 | 0.78 | 0.55 | 37.5 | 1.25 | 1.40 |
| December | 3.0% | 1.35 | 0.41 | 0.29 | 29.4 | ICE | 0.00 |
| January | 3.0% | 1.35 | 0.48 | 0.34 | 28.6 | ICE | 0.00 |
| February | 3.5% | 1.58 | 0.37 | 0.26 | 33.5 | 1.32 | 1.47 |
| March | 5.5% | 2.48 | 1.07 | 0.75 | 41.1 | 1.73 | 1.92 |
| April | 9.0% | 4.05 | 1.79 | 1.25 | 49.4 | 2.80 | 3.12 |
| May | 12.0% | 5.40 | 2.45 | 1.72 | 58.6 | 3.69 | 4.11 |
| June | 14.5% | 6.53 | 1.90 | 1.33 | 68.1 | 5.20 | 5.79 |
| July | 15.0% | 6.75 | 1.48 | 1.04 | 73.8 | 5.71 | 6.37 |
| August | 13.5% | 6.08 | 1.15 | 0.81 | 71.7 | 5.27 | 5.88 |
| September | 10.0% | 4.50 | 1.11 | 0.78 | 63.0 | 3.72 | 4.15 |
| October | 7.0% | 3.15 | 1.03 | 0.72 | 50.9 | 2.43 | 2.71 |
| Total | 100% | 45.00 | 14.02 | 9.81 | - | 33.11 | 36.92 |

Gross Annual Evaporation = **45** inches per NOAA Technical Report NWS 33

Historical Consumptive Use Credit = **70%** of monthly precipitation

Freezing Point of Water = **32** °F

WY 2022 Gross Exposed Water Surface = **18.65** acres within permit area

Pre-1981 Area = **5.27** acres within permit area

WY 2022 Net Exposed Area = **13.38** acres within permit area (gross area minus pre-1981 area)

Notes:

(A) Taken from *General Guidelines for Substitute Water Supply Plans for Sand and Gravel Pits Submitted to the State Engineer* for elevations below 6500 ft MSL

(B) Gross monthly evaporation = (Gross Annual Evaporation) * (A)

(C) Monthly precipitation from GREELEY UNC, COLORADO (053553) weather station. Period of record is 1967 to 2005

(D) Monthly consumptive use credit = (Historical Consumptive Use Credit) * (C)

(E) Monthly average temperature from GREELEY UNC, COLORADO (053553) weather station. Period of record is 1967 to 2005

(F) Net evaporation = (B) - (D) if the monthly average temperature is greater than freezing. Otherwise, the pond is assumed to be frozen

(G) Evap CU = (Net Exposed Area) * (E)/12

Table No. 2

Bucklen Equipment Company, Inc.
Bucklen Pit (M-1982-131)



**Operational Consumptive Use (aka Operation CU)
From Mining**

Date Revised: 10/25/2021

AG Job #: 08-127

| Month | Percent of Annual Production (A) | Monthly Production [tons] (B) | Water Retained in Product [ac-ft] (C) | Water Used for Dust Control [ac-ft] (D) | Operation CU [ac-ft] (E) |
|--------------|-------------------------------------|----------------------------------|--|--|-----------------------------|
| November | 7% | 350 | 0.01 | 0.00 | 0.01 |
| December | 6% | 300 | 0.00 | 0.00 | 0.00 |
| January | 9% | 450 | 0.01 | 0.00 | 0.01 |
| February | 5% | 250 | 0.00 | 0.00 | 0.00 |
| March | 6% | 300 | 0.00 | 0.19 | 0.19 |
| April | 10% | 500 | 0.01 | 0.18 | 0.19 |
| May | 12% | 600 | 0.01 | 0.19 | 0.20 |
| June | 8% | 400 | 0.01 | 0.18 | 0.19 |
| July | 10% | 500 | 0.01 | 0.19 | 0.20 |
| August | 14% | 700 | 0.01 | 0.19 | 0.20 |
| September | 6% | 300 | 0.00 | 0.18 | 0.19 |
| October | 7% | 350 | 0.01 | 0.19 | 0.20 |
| Total | 100% | 5,000 | 0.07 | 1.50 | 1.58 |

| | | |
|-------------------------------|-------|--|
| Total Annual Production = | 5,000 | tons |
| Moisture Content of Product = | 2% | by weight |
| Water Used for Dust Control = | 2,000 | gallons per day during March through October |

Notes:

(A) Estimated monthly production percentages. Provided by Bucklen Equipment Company

(B) Monthly Production = (Total Annual Production) * (A)

(C) Water Retained in Product = [(Moisture Content of Product) * (B) * 2000] / (62.4 * 43560)

(D) Water Used for Dust Control is estimated to be 2000 gallons per day during March through October

(E) Operation CU = (C) + (D)

Table No. 3

Bucklen Equipment Company, Inc.
Bucklen Pit (M-1982-131)



| | | |
|------------------------------|---------|--------------------------|
| Lagging Distance (X) = | 1,390 | feet |
| Aquifer Transmissivity (T) = | 120,000 | gallons per day per foot |
| Specific Yield = | 0.2 | |
| Aquifer Width (W) = | 10,650 | |

Date Revised: 10/25/2021

AG Job #: 08-127

**Lagged Depletions
From Mining**

| WY 2022 Month | Evaporation CU [ac-ft] (A) | Operation CU [ac-ft] (B) | Total CU [ac-ft] (C) | Lagged Depletions [ac-ft] (D) |
|------------------|-------------------------------------|-----------------------------------|-------------------------------|--|
| November | 1.40 | 0.01 | 1.40 | 2.69 |
| December | 0.00 | 0.00 | 0.00 | 1.78 |
| January | 0.00 | 0.01 | 0.01 | 1.19 |
| February | 1.47 | 0.00 | 1.47 | 1.33 |
| March | 1.92 | 0.19 | 2.12 | 1.96 |
| April | 3.12 | 0.19 | 3.31 | 2.49 |
| May | 4.11 | 0.20 | 4.31 | 3.28 |
| June | 5.79 | 0.19 | 5.98 | 4.13 |
| July | 6.37 | 0.20 | 6.57 | 5.06 |
| August | 5.88 | 0.20 | 6.08 | 5.25 |
| September | 4.15 | 0.19 | 4.34 | 4.62 |
| October | 2.71 | 0.20 | 2.90 | 3.88 |
| Total | 36.92 | 1.58 | 38.49 | 37.66 |

Notes:

(A) Evaporation CU from Table 1

(B) Operation CU from Table 2

(C) Total CU = (A) + (B)

(D) Lagged depletions from total CU. Accounts for evaporation and operational uses from prior SWSPs

Table No. 4

Bucklen Equipment Company, Inc.
Bucklen Pit (M-1982-131)

**WY 2022 Estimated GIC Subsurface Return Flow Obligations**

Date Revised: 10/25/2021

AG Job #: 08-127

| WY 2022 Month | GIC Direct Flow | | Fossil Creek Reservoir | |
|----------------------|---|--|---|--|
| | GIC Direct Subsurface Return Flow Factor | GIC Direct Subsurface RF Obligation [ac-ft] | Fossil Creek Subsurface Return Flow Factor | Fossil Creek Subsurface RF Obligation [ac-ft] |
| | (A) | (B) | (C) | (D) |
| November | 2.1% | 1.99 | 2.0% | 0.04 |
| December | 2.0% | 1.89 | 1.8% | 0.04 |
| January | 1.8% | 1.70 | 1.7% | 0.04 |
| February | 1.7% | 1.61 | 1.6% | 0.04 |
| March | 1.6% | 1.52 | 1.5% | 0.03 |
| April | 1.5% | 1.42 | 1.4% | 0.03 |
| May | 1.8% | 1.70 | 1.3% | 0.03 |
| June | 2.1% | 1.99 | 1.2% | 0.03 |
| July | 2.3% | 2.18 | 1.5% | 0.03 |
| August | 2.4% | 2.27 | 2.4% | 0.05 |
| September | 2.4% | 2.27 | 2.5% | 0.06 |
| October | 2.3% | 2.18 | 2.1% | 0.05 |
| Total | 24.0% | 22.73 | 21.0% | 0.47 |

| Water Year | Total Annual Delivery [ac-ft] | | Remarks |
|----------------|-------------------------------|------------------------|--|
| | GIC Direct Flow | Fossil Creek Reservoir | |
| 2017 | 79.30 | 0.00 | Based on SWSP accounting |
| 2018 | 98.96 | 1.64 | Based on SWSP accounting |
| 2019 | 80.30 | 0.00 | Based on SWSP accounting |
| 2020 | 129.63 | 6.49 | Based on SWSP accounting |
| 2021 | 85.35 | 2.94 | Based on actual and projected deliveries |
| Average | 94.71 | 2.21 | |

Notes:

- (A) Monthly subsurface return flow factors per Poudre Prairie Decree
 (B) Equals Column (A) multiplied by the average total annual delivery of GIC direct flow water
 (C) Monthly subsurface return flow factors per Poudre Prairie Decree
 (D) Equals Column (C) multiplied by the average total annual delivery of Fossil Creek Reservoir water

Table No. 5

Bucklen Equipment Company, Inc.
Bucklen Pit (M-1982-131)

**WY 2022 Water Balance**

Date Revised: 10/25/2021

AG Job #: 08-127

| WY 2022 Month | Augmentation Requirement [ac-ft] (A) | GIC Direct Flow | | Fossil Creek Reservoir | | Estimated Total GIC Credit for all shares [ac-ft] (F) | Aurora Augmentation Lease [ac-ft] (G) | Aurora Transit Loss [ac-ft] (H) | Net Affect to River [ac-ft] (I) |
|------------------|---|---|---|---|---|---|---|---|--|
| | | Projected GIC Direct Deliveries [ac-ft / share] (B) | Estimated GIC Direct Credit [ac-ft / share] (C) | Projected Fossil Creek Deliveries [ac-ft / share] (D) | Estimated Fossil Creek Credit [ac-ft / share] (E) | | | | |
| November | 4.72 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.7 | 0.94 | 0.04 |
| December | 3.71 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.5 | 0.74 | 0.04 |
| January | 2.93 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.6 | 0.59 | 0.07 |
| February | 2.98 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.6 | 0.59 | 0.03 |
| March | 3.51 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.3 | 0.71 | 0.08 |
| April | 3.94 | 1.69 | 1.29 | 0.03 | 0.02 | 7.88 | 0.0 | 0.00 | 3.94 |
| May | 5.01 | 3.38 | 2.58 | 0.00 | 0.00 | 15.47 | 0.0 | 0.00 | 10.46 |
| June | 6.15 | 3.29 | 2.51 | 0.06 | 0.05 | 15.35 | 0.0 | 0.00 | 9.20 |
| July | 7.27 | 3.33 | 2.54 | 0.31 | 0.25 | 16.73 | 0.0 | 0.00 | 9.46 |
| August | 7.58 | 3.08 | 2.35 | 0.61 | 0.49 | 17.02 | 0.0 | 0.00 | 9.45 |
| September | 6.95 | 3.09 | 2.36 | 0.18 | 0.14 | 15.01 | 0.0 | 0.00 | 8.06 |
| October | 6.10 | 2.45 | 1.87 | 0.00 | 0.00 | 11.22 | 0.0 | 0.00 | 5.11 |
| Total | 60.85 | 20.31 | 15.50 | 1.19 | 0.95 | 98.68 | 21.7 | 3.58 | 55.95 |

GIC Direct Surface RF Factor = 23.7% per Poudre Prairie Decree

Fossil Creek Surface RF Factor = 20.1% per Poudre Prairie Decree

Number of GIC Shares in SWSP = 6

Aurora Lease Transit Distance = 66 miles

Transit Loss Rate = 0.25% per mile

Notes:

- (A) Augmentation Requirement equal to Evap CU (Table 1) plus Operation CU (Table 2) plus GIC Return Flow Obligations (Table 3)
 (B) GIC projected deliveries for Year One of Projection - Decree Case No. 03CW348
 (C) Estimated GIC direct flow consumptive use credit per share. Calculated by removing surface return flow obligations from deliveries
 (D) Fossil Creek [rp]ected deliveries for Year One of Projection, Decree Case No. 03CW348
 (E) Estimated Fossil Creek consumptive use credit per share. Calculated by removing surface return flow obligations from deliveries
 (F) Total GIC credit for all shares = [(C) + (E)] * (Number of GIC Shares in SWSP)
 (G) Aurora lease during the period November through March.
 (H) Transit Loss on Aurora release
 (J) Net Affect to River = (F) + (G) - (H) - (A)

**Agreement
For Delivery of Reusable Raw Water**

This Agreement ("Agreement") is entered into on this 22 day of November, 2021, by and between the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise ("Aurora"), whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012, and the Bucklen Equipment Company, Inc., whose address is 804 North 25th Avenue, Greeley, Colorado 80631 ("Bucklen"). Aurora and Bucklen are each referred to herein as a "Party" and together as the "Parties."

WITNESSETH

WHEREAS, Aurora has the right to use, sell, or provide for use certain of its fully reusable municipal water return flows to the South Platte River ("Reusable Raw Water"); and

WHEREAS, such Reusable Raw Water is derived from trans-mountain or other reusable sources; and

WHEREAS, Bucklen has a use for a certain portion of this Reusable Raw Water; and

WHEREAS, Aurora and Bucklen desire to enter into this Agreement whereby Aurora shall deliver a portion of such Reusable Raw Water to Bucklen; and

WHEREAS, this Agreement will be of mutual benefit and convenience to Aurora and Bucklen; and

WHEREAS, the Aurora Utility Enterprise staff has determined, as a precondition to entering this Agreement, that Aurora is able to fulfill all exchange and operational obligations that require Reusable Raw Water, that it is able to fulfill all existing long-term agreements that require Reusable Raw Water (including this Agreement), and that all other needs of Aurora that may be fulfilled by these sources are met; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. **General Terms.** The terms of this Agreement shall commence on the Effective Date as defined in Paragraph 21 below, and continue until the last date for delivery of water as provided for on the water delivery schedule attached hereto as Exhibit A ("Delivery Schedule") such date being October 31, 2022. Aurora may, in its sole discretion, extend this Agreement for additional one (1) year terms at Bucklen's request. Bucklen must notify Aurora by September 1 that it requests a one-year extension of this Agreement for the following water year (November 1 through October 31). Aurora will confirm the extension of this Agreement, or not, including delivery schedule and applicable rates, by written notification to Bucklen to be made by no later than forty-five (45) days after Bucklen's request, and said delivery schedule shall be the Delivery Schedule.

2. **Delivery Schedule.** Delivery of the Reusable Raw Water will be made in accordance with the Delivery Schedule. Bucklen may at any time submit to Aurora a proposed modified delivery schedule setting forth revised monthly delivery totals for the remainder of the current water year. Subject to Aurora's approval, a response by Aurora to be made no later than forty-five (45) days after Bucklen's request, the modified delivery schedule shall be the Delivery Schedule. As long as Aurora is capable of delivering the Reusable Raw Water to the Delivery Points (defined in Paragraph 3, below) according to the Delivery Schedule, Bucklen will be obligated to pay the per-acre foot charge set forth in Paragraph 8 below regardless of whether or not Bucklen requests or uses the Reusable Raw Water.

3. **Delivery Location.**

(a) **Delivery Points.** Bucklen agrees that Aurora shall initially make its delivery of the Reusable Raw Water at the outfall of the Metro Wastewater Reclamation District's Robert W. Hite treatment facility ("Hite"). Bucklen further agrees that Aurora may, in its sole discretion, satisfy its delivery obligations under this Agreement by delivering the Reusable Raw Water at any other delivery point or delivery points on the South Platte River (each of Hite and such other delivery points, hereinafter, a "Delivery Point", and collectively the "Delivery Points"), provided that such alternative Delivery Points are located within a reach of the South Platte River beginning at or below Hite, and continuing downstream to a point at or above the location on the South Platte River that is approximately 80 miles downstream of Hite at the confluence of the Cache la Poudre River and the South Platte River ("Point of Use"). Bucklen acknowledges and agrees that the alternate Delivery Points may include, but are not limited to, other wastewater treatment plants that may be constructed in the future that discharge Reusable Raw Water owned by Aurora, the Brighton Ditch Augmentation Stations, the outfall of Walker Reservoir, and the confluence of Sand Creek and the South Platte River. Aurora will bear the responsibility for delivery of the Reusable Raw Water to these Delivery Points, and in its sole discretion may determine which of the Delivery Points it will use at any given time. Once Aurora has completed its delivery of the Reusable Raw Water hereunder, Bucklen shall assume sole liability for any loss, damage, or injury that may occur to persons or property as the direct or indirect result of the control and/or use of said Reusable Raw Water by Bucklen. The amount of Reusable Raw Water reflected in the Delivery Schedule was calculated by Bucklen to include any transportation losses, or "shrinkage," from Hite to the Point of Use downstream. Bucklen also acknowledges the travel time between the alternate Delivery Points and the Point of Use varies, but that the timing for Aurora's delivery

obligations as provided for under the Delivery Schedule shall remain the same regardless of Aurora's use of alternative Delivery Points.

(b) **Credit for Avoided Transit Loss.** Aurora's obligations with respect to the volume of Reusable Raw Water to be delivered under this Agreement are deemed to be satisfied if Aurora makes deliveries in such amounts as if delivered at Hite. Thus, if Aurora elects, in its sole discretion, to make its delivery of any Reusable Raw Water under this Agreement at a Delivery Point other than Hite, and if delivery at such alternative Delivery Point(s) results in reduced transit loss, Aurora shall be entitled to retain such avoided transit loss with no credit to Bucklen in water, money or otherwise. Aurora shall maintain and provide to Bucklen a monthly accounting and report of daily deliveries at the Delivery Point(s). If Aurora elects to deliver some or all of the Reusable Raw Water at alternative Delivery Point(s), then the foregoing reports shall include the calculated amount of avoided transit loss, and the amount of water physically delivered at such alternative Delivery Point(s). For purposes of calculating any such avoided transit loss, the Parties hereby agree that the volume of Reusable Raw Water required to be delivered by Aurora in accordance with the Delivery Schedule shall be discounted by an amount equal to one-half of one percent (0.5%) of such volume during the April through September irrigation season, or one-fourth of one percent (0.25%) of such volume during the October through March non-irrigation season, for each river mile in distance between Hite and such alternative Delivery Point(s) (such distance calculated to the nearest one-tenth of a mile), or by such other amount as determined by the Division Engineer for Water Division 1 (such office or its replacement the "Division Engineer") or as specified in an applicable statute or decree from a court of applicable jurisdiction. The product of this calculation shall represent the amount of avoided transit loss in acre-feet, which Aurora shall be entitled to retain.

4. **Source and Quality of Reusable Raw Water.** The Reusable Raw Water to be provided by Aurora under this Agreement shall, at Aurora's discretion, consist of Aurora's reusable municipal return flows to the South Platte River, any fully consumable portion of changed irrigation water rights owned by, or available to Aurora, fully consumable water diverted pursuant to decrees entered in 03CW414, 03CW415, and 06CW104, Water Division 1, and any other legal source of Reusable Raw Water available to Aurora. Under no circumstances shall this Agreement be interpreted to mean that Aurora must supply potable water should the sources set forth in this paragraph be unavailable. Aurora does not warrant or guaranty any water quality standards with respect to the Reusable Raw Water to be delivered as provided for under this Agreement, and Bucklen hereby waives any such warranty or guaranty.

5. **Use of Reusable Raw Water.**

(a) Bucklen shall have the right to use and reuse to extinction the Reusable Raw Water delivered under this Agreement for water supply purposes, including without limitation replacement and exchange purposes in connection with any substitute water supply plan approved by the Colorado State Engineer's Office, augmentation and exchange purposes in accordance with any augmentation plan or appropriative right of exchange decreed by the Colorado Water Court, and any other lawful exchanges; provided that such use is consistent with the terms of this Agreement and all applicable laws, rules and regulations.

(b) Aurora does not allow the use of, and Bucklen will not use, the Reusable Raw Water by direct use, augmentation, replacement, or exchange within or upstream of a decreed instream flow reach if such use will deprive the decreed instream flow of water it is entitled to by priority unless waived by the Colorado Water Conservation Board ("CWCB") consistent with the CWCB Board procedures and law allowing such action. Any such use will be deemed a violation of the terms of this Agreement.

6. **Water Rights Accounting.** Bucklen will be solely responsible for any and all reporting and accounting required by the Colorado State Engineer, the Division Engineer for Water Division 1, the Water Commissioner for Water Commissioner District 2, or any other lawful authority after Aurora makes its delivery of the Reusable Raw Water as provided for under this Agreement. This responsibility includes, but is not limited to, Bucklen's withdrawal of the Reusable Raw Water from the South Platte River (if any) and Bucklen's use of the Reusable Raw Water. In addition to the reporting requirements set forth in Paragraph 3(b) above, Aurora will provide any and all reporting and accounting required by the Colorado State Engineer, the Division 1 Engineer, or any other lawful authority concerning proof of the reusability of the Reusable Raw Water, and conveyance of the Reusable Raw Water to the Delivery Point(s).

7. **Subordination Clause.** This Agreement shall be made expressly subordinate to any present or future use of Reusable Raw Water by Aurora for the purposes of augmentation, exchange, or any other use which is or will be of greater direct benefit to Aurora and the users of its water delivery system, as well as to the water supply obligations which Aurora has incurred or will incur from any firm delivery annual agreement or delivery contract of Reusable Raw Water executed prior to the date of this Agreement. The foregoing subordination does not, in and of itself, create an excuse for Aurora's failure to deliver the Reusable Raw Water under this Agreement. However, the Parties agree that the purpose and obligations under this Agreement and Aurora's other obligations with respect to its Reusable Raw Water in the event of a *force majeure* event may cause delay or interruption in Aurora's delivery of the Reusable Raw Water.

8. **Consideration.** Bucklen agrees to pay to Aurora the "Unit Rate" amount of Five Hundred Fifty dollars (\$550.00) per acre-foot for all Reusable Raw Water delivered under this Agreement in 2021, and Five Hundred Sixty Nine dollars (\$569.00) per acre-foot for all Reusable Raw Water delivered under this Agreement in 2022. Beginning on January 1, 2023, the Unit Rate will escalate annually by the same percentage increase as the overall average revenue increase in Aurora's potable rates.

9. **Payment.** Aurora shall bill for all Reusable Raw Water it will deliver to Bucklen under the Delivery Schedule within thirty (30) business days of the Effective Date. On January 1, for each year this Agreement is extended pursuant to Paragraph 1 above, Aurora shall bill for all Reusable Raw Water to be delivered under the Delivery Schedule for that year. All billing shall be done on such forms as designated by Aurora for that purpose. If the Delivery Schedule is subsequently modified during the water year, Aurora will either send a supplemental bill or may account for current water year changes in the bill for the next water year. Payment by Bucklen shall be due no later than forty-five (45) days after such bill has been issued. If Bucklen does not make the required payment by the due date, Aurora may give Bucklen a notice of default. If Bucklen does not cure the default by making full payment within thirty (30) days of receipt of any notice of default, then Aurora, in addition to pursuing any other remedies available to it, may declare this

Agreement terminated. Any delay in Aurora's invoicing for payments under this Agreement shall not constitute a breach of Aurora's obligations and shall not relieve Bucklen of its obligations to pay all consideration due hereunder.

10. **Non-Assignability and No Subleases.** Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party. Bucklen may not sublease or give others the right to use the Reusable Raw Water to which it is entitled pursuant to this Agreement without the permission of Aurora, which permission Aurora may grant or withhold at its discretion.

11. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties, respective successors and assigns, if any are allowed. The Parties intend that Aurora shall not incur any liability other than those liabilities directly running directly to Aurora or its assigns permitted under this Agreement, if any. Bucklen therefore covenants and agrees, to the extent permitted by law, to indemnify, save and hold harmless Aurora from all liability, cost or expense of any kind, including Aurora's costs of defense to any other party arising in connection with or relating in any way to the execution, delivery or performance of any allowed assignment or any related document by the parties thereto or to the consummation of any transaction in connection with such documents.

12. **No Rights Conferred.** Except as otherwise provided in this Agreement, the Parties acknowledge that all Reusable Raw Water provided hereunder is intended for the present and future use of Aurora. It is further understood and agreed to by the Parties that this Agreement shall confer no rights in such Reusable Raw Water upon Bucklen, nor shall any future needs of Bucklen for water enable Bucklen to make claim against Aurora for any of Aurora's Reusable Raw Water, other water or water rights. Bucklen further acknowledges the statutory prohibition against vesting of a right for a continued lease expressed in CRS § 31-35-201 applies in these circumstances.

13. **No Opposition to Aurora Water Court Matters.** From the date of execution of this Agreement and for the Term, Bucklen agrees that neither it nor any of its successors, if any are allowed, will oppose Aurora in any Colorado Water Court applications filed by Aurora except to assert injury to a vested or conditional water right.

14. **Aurora Right to Request Reuse.** The Parties hereto acknowledge that hydrologic and other conditions may exist wherein Bucklen may not need all or a portion of the Reusable Raw Water flow available to it under this Agreement. Aurora may contact Bucklen, not more frequently than once per day, to determine if any of the Reusable Raw Water to be provided hereunder will not be needed.

15. **Entire Agreement of the Parties.** This Agreement represents the entire agreement of the Parties, and neither Party has relied upon any fact or representation not expressly set forth herein. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants and warranties concerning the subject matter hereof, are merged in this Agreement.

16. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.

17. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.

18. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this Paragraph, no Party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of *force majeure*, as that term is specifically defined herein; provided that: (a) the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the *force majeure*; (b) the suspension of performance is of no greater scope and of no longer duration than is required by the *force majeure* event or condition; and (c) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the *force majeure* event or condition. As used herein *force majeure* shall mean any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control, and without the fault or negligence of the Party, including, without limitation A) changes in state or federal law or administrative practice concerning, water rights administration, water quality or stream flow requirements, B) changes in state water rights administrative practice concerning the reuse of reusable raw water through leases or other agreements to others for use at locations other than Aurora, Colorado, including, but not limited to, challenges to retained dominion and control, C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the Party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) drought [a condition more severe than that which occurred in 2002 in the South Platte River Basin or any basin from which the Reusable Raw Water originates] O) other extreme weather conditions, P) blockades, Q) insurrection, R) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); S) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, T) inability, despite due diligence, to obtain required licenses, permits or approvals, and, U) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event a *force majeure* event or condition prevents Aurora from delivering all or part of the agreed upon amounts of Reusable Raw Water to Bucklen, Aurora shall refund all advance payments made for that water not delivered within sixty (60) days of the conclusion of the *force majeure* event or the cancellation of the Agreement pursuant to the remaining provisions of this Paragraph. In no event will any delay or failure of performance caused by any conditions or events of *force majeure* extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the Party claiming *force majeure* continues for an

uninterrupted period of more than one hundred twenty (120) days from its occurrence or inception as noticed pursuant to this Paragraph, the Party not claiming *force majeure* may, at any time following the end of such one hundred twenty (120) day period, may terminate this Agreement upon written notice to the Party claiming *force majeure*, without further obligation except as to costs and balances incurred prior to the effective date of such termination.

19. Sole Obligation of Utility Enterprise.

(a) This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora ("City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City.

(b) In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, Bucklen shall have no recourse for any amounts owed to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" as defined in Aurora's City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

20. Miscellaneous.

(a) **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the named Parties, and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of Aurora, Bucklen, or any other entity not a party hereto.

(b) **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the entire Agreement will terminate.

(c) **Waiver of Breach.** Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.

(d) **Multiple Originals.** This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.

(e) **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only, and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.

(f) **Recordation.** Following the execution of this Agreement, the Parties may cause this Agreement to be recorded with the Clerk and Recorder's Office of such county or counties in Colorado as they may desire.

(g) **Notice.**

(1) All notices, requests, demands, or other communications ("Notice", and collectively, "Notices") hereunder shall be in writing and given by (i) established express delivery service which maintains delivery records requiring a signed receipt, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address as the Parties may designate by Notice in the above manner.

To Aurora: City of Aurora
 15151 East Alameda Parkway, Suite 3600
 Aurora, CO 80012-1555
 Attn: General Manager, Aurora Water

with copy to City of Aurora
 15151 East Alameda Parkway, Suite 5300
 Aurora, CO 80012-1555
 Attn: City Attorney

To Bucklen: Bucklen Equipment Company, Inc.
 804 North 25th Avenue
 Greeley, CO 80631
 Attn: Lori Bucklen

Notices shall be effective (iv) the next day following the date sent by an established express delivery service which maintains delivery records requiring a signed receipt, (v) upon receipt by the addressee of a hand delivery, or (vi) three (3) days following the date of mailing via certified or registered mail, postage prepaid, return receipt requested.

(2) Notwithstanding the foregoing, the Parties may communicate with respect to adjustments of the Delivery Schedule pursuant to Paragraph 2 by e-mail as follows: (i) to Aurora to John Murphy at jmurphy@auroragov.org; and (ii) to Bucklen to Jared Dains at jdains@applegategroup.com, or to such e-mail address as may be designated by Notice in the manner provided for under Paragraph 20(g)(1), above.

(h) **Non-Business Days.** If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado

Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

(i) **Commissions and Fees.** Each Party shall be solely responsible for the payment of any and all real estate commissions or other commissions or fees that it incurs with respect to this Agreement.

(j) **Governing Law and Venue.** This Agreement and its application shall be construed in accordance with the law of the State of Colorado. Should it be necessary to initiate court proceedings concerning this Agreement, the Parties agree that venue shall be in the District Court for Arapahoe County, Colorado.

(k) **No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement each Party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

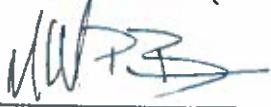
(l) **No Construction Against Drafter.** This Agreement was drafted by Aurora with review and comment from the attorney for Bucklen. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

21. **Effective Date.** The "Effective Date" of this Agreement shall be the date it is signed by the General Manager of Aurora Water.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

(signatures on following pages)

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE (AURORA)

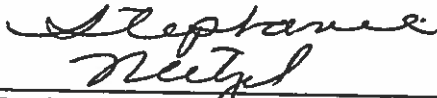


Marshall P. Brown, General Manager

11/22/2021

Date

APPROVED AS TO FORM FOR AURORA:



Stephanie Neitzel, Assistant City Attorney

11/16/21
Date

21012037
ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 22nd day of November, 2021,
by Marshall P. Brown, General Manager, acting on behalf of the Utility Enterprise of the City of
Aurora, Colorado.

Witness my hand and official seal.


Notary Public

My commission expires: 05/20/2024

(SEAL)

CASEY LEE ROSSMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204017584
MY COMMISSION EXPIRES 05/20/2024

BUCKLEN EQUIPMENT COMPANY, INC (BUCKLEN)

By: Lori Bucklen 11/10/21
Lori Bucklen, General Manager Date

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing Agreement was acknowledged before me this 10 day of November 2021, by Lori Bucklen, of Bucklen Equipment Company, Inc.

Witness my hand and official seal.

Robin K Vining
Notary Public

My commission expires: 12-18-2022

(SEAL)

ROBIN K VINING
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024040651
COMMISSION EXPIRES DECEMBER 18, 2022

Exhibit A
Delivery Schedule

| Month | Acre-feet |
|--------------|------------------|
| Nov 21 | 5.7 |
| Dec 21 | 4.5 |
| Jan 22 | 3.6 |
| Feb 22 | 3.6 |
| Mar 22 | 4.3 |
| Total | 21.7 |

STATE OF COLORADO

DIVISION OF RECLAMATION, MINING AND SAFETY

Department of Natural Resources

1313 Sherman St., Room 215

Denver, Colorado 80203

Phone: (303) 866-3567

FAX: (303) 832-8106

M-1982-131



April 30, 2010

Bucklen Equipment Company
804 N 25th Ave
Greeley, CO 806310000

Bill Ritter, Jr.
Governor

James B. Martin
Executive Director

Loretta E. Piñeda
Director

RE: Mining Operations with Exposed Ground water

To Whom It May Concern:

The Division of Reclamation Mining and Safety is responsible for ensuring that Sand and Gravel mining operators comply with the requirements of the Colorado Land Reclamation Act for the Extraction of Construction Materials (Act) and the Mineral Rules and Regulations of the Colorado Mined Land Reclamation Board for the Extraction of Construction Materials (Rules). Among these requirements are provisions for the protection of water resources. The Act requires that reclamation plans must ensure minimization of disturbances to the prevailing hydrologic balance, including disturbances to the quantity of water in the area affected by mining and in the surrounding areas. § 34-32.5-116(4)(h). Rule 3.1.6(1)(a) requires compliance with Colorado water laws and regulations governing injury to existing water rights both during and after mining. Permits must specify how the permittee will comply with applicable Colorado water laws and regulations governing injury to existing water right rights. Rule 6.3.3(j); Rule 6.4.5(2)(c). After an extensive review, the Division determined that several operators may not have appropriate permit conditions to address certain reclamation liabilities arising from impacts to water resources.

In September 2009 the Division of Water Resources (DWR) updated its Guidelines for Sand and Gravel Pits. These guidelines provide guidance on achieving compliance with state law regarding replacement of depletions from sand and gravel mining, thus the guidelines provide a benchmark for the protection of hydrologic balance required under the Act and Rules. As noted in the Guidelines, sand and gravel operations which expose groundwater without complying with state law create a reclamation liability by impacting available groundwater.

State law requires that any person exposing ground water must obtain a well permit from the SEO pursuant to § 37-90-137(11). Because exposed groundwater results in out-of-priority water depletions, operations which expose ground water must also eventually obtain a water-court approved augmentation plan. Currently, several operators do not have either an augmentation plan or bonding to provide an alternative method to mitigate injurious stream depletions that result from mining-related exposure of ground water. The Division has a statutory duty to ensure that lands affected by mining are reclaimed in a manner that complies with state law and to ensure that operators have sufficient bonding to achieve reclamation. In order to assist operators in achieving compliance with these requirements, the Division proposes that, by April 30, 2011, operators should contact the Division and agree upon a plan for achieving compliance.

The Division has identified four approaches for operators:

1. File a financial warranty that will ensure backfilling of the pit to cover the exposed ground water to a depth of two feet above the static ground water level or,
2. Obtain a court approved augmentation plan prior to exposing ground water or,
3. File a financial warranty to cover the cost of installing a clay liner or slurry wall that meets the Division of Water Resources requirements for preventing ground water exposure or,
4. Obtain approval from the Division of Water Resources that acknowledges compliance with the SEO's requirements pursuant to § 37-90-137(11).

The Division will work with operators on an individual basis as they move to implement one of these plans. It is likely that options 1 and 3 will require the submittal of a technical revision or an amendment to the existing permit depending on the nature of the current mining and reclamation plan and the proposed changes. Increased financial warranties, as a result of these modifications, may be posted in a phased manner not to exceed three years. Amendments or revisions currently under review will be required to be approved by April 30, 2011 and may use the phased financial warranty approach described above. New applications going forward or presently under review by the Division will be required to meet the requirements of one of the options 1-4 at the time of application approval. Failure of affected operators to initiate contact with the Division and gain compliance as described above could result in an enforcement action being issued by the Division.

If you have any questions, please contact Tony Waldron at 303-866-3567, extension 8150.

cc: M1982131 Bucklen Equipment Co

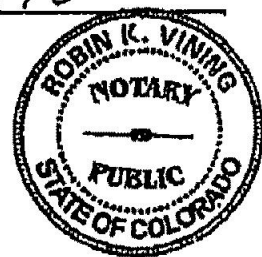
**Dedication of Water Rights to the
Bucklen Pit Substitute Water Supply Plan**

I, Randy Bucklen, as the owner of six shares of the Greeley Irrigation Company evidenced by Certificate Nos. 2884 and 3048, hereby affirm that five of the said shares will be dedicated solely to the Bucklen Pit Substitute Water Supply Plan for as long as there are depletions at this gravel pit or until such time as another replacement source is obtained. The five shares will not be sold, leased, or traded to others during the term of this dedication.

Signature: Randy Bucklen

Date: 10/4/10

STATE OF COLORADO)
)
COUNTY OF _____)



The foregoing instrument was acknowledged before me this 4 day of October, 2010, by Randy Bucklen and _____.

My Commission Expires
My commission expires: December 18, 2010

Witness my hand and official seal.

Robin K. Vining
Notary Public

ADMINISTRATION PROTOCOL
Use Of Replacement Sources Not Specifically Identified
In An SWSP Or Augmentation Plan
Division One – South Platte River

This protocol addresses the minimum standards required for use of a source of replacement water not specifically described in an SWSP or augmentation plan.

- Request to the Division Engineer and Water Commissioner must be in writing and must include:
 - the augmentation plan or SWSP provision in the purchasers plan that allows an unnamed source to be added to the plan for credit
 - the decree provision or SWSP provision in the sellers plan that allows water to be sold for use in the purchasers plan
 - the annual and monthly amount of water available from the water right to be used for replacement
 - the location at which the water will be delivered to the stream
 - a lease agreement between the seller and purchaser of the replacement water
- Applicant shall have written approval from the Division Engineer or Water Commissioner before an unnamed source is added to an augmentation plan or SWSP.
- Applicant must comply with the Augmentation Plan Accounting Protocol and, if appropriate, the Delivery of Water Protocol.

This protocol is subordinate to any decreed language addressing specific situations.



ADMINISTRATION PROTOCOL Augmentation Plan Accounting Division One - South Platte River Revised October, 2021

This protocol establishes the accounting and reporting process required to enable the division engineer's office to determine if depletions from all out-of-priority diversions are being replaced so as to prevent injury to vested water rights. The accounting must follow "cradle to grave" accounting practices that track exactly how the data are manipulated from raw data input (e.g., meter readings) to the resultant impact on the river. While this protocol is subordinate to any decreed language addressing specific accounting requirements, it generally addresses the minimum requirements of such accounting.

The accounting must use the standard convention where a depletion is shown as a negative value and an accretion or other replacement source is shown as a positive value. The difference of depletions and replacements will then result in either a negative or positive impact on the stream.

1. Accounting must be submitted electronically to the division engineer and water commissioner through the online data submittal portal at the following link on our website: <https://dwr.state.co.us/Tools/reporting>. If not already registered, you will need to create a new account through that link.

Typically, submittals are due within 30 days of the end of the month for which the accounting is being submitted, unless decreed otherwise. Additional data or more frequent submittals may be required by the water commissioner if required for administration. Accounting submittals not submitted through the online data submittal portal or questions regarding accounting submittals may be emailed to dnr_Div1Accounting@state.co.us.

The following naming convention must be used for all files submitted via email:
"PlanWDID_YYMMDD"

where: PlanWDID is the WDID assigned by the division engineer's office

YYMMDD corresponds to the date the accounting is submitted.

As an example, the assigned WDID for the former GASP plan was 0103333. If accounting using Excel® was submitted for that plan on May 15, 2004, the file name would be:
"0103333_040515.xls"

2. The accounting must include a Contact & Plan Information tab, that includes the 7-digit WDID for the plan for augmentation/SWSP, the 4-digit SWSP ID (if applicable), and contact information (i.e., name, phone number, email address) for the augmentation plan accounting including:
 - a. the owner(s) of each augmented structure
 - b. the person responsible for submitting the accounting
 - c. the plan administrator and/or the plan attorney.

3. All of the raw input data (i.e., meter readings, water pumped from wells, etc.) must be provided and organized in a single location, such as an “Input” worksheet, etc. The accounting must include the following input data listed below, as well as relevant WDIDs and permit numbers.
 - a. Diversion data from flumes or weirs and unit of measurement.
 - b. The required input data for each well is:
 - i. the monthly flow meter reading as shown on the flow meter; date of the meter reading; flow meter multiplier (i.e., 0.001, 10, 1); units of volume (i.e., gallons or acre-feet); the meter serial number; correction factor, if any.
 - ii. The total volume pumped, showing the calculations using the information in Item “i” above.
 - iii. factors from the decree or SWSP that provide for the well consumptive use and depletions (i.e., presumptive depletion factor (PDF), water balance methodology, lagging parameters, etc.).
 - iv. Any well permitted or decreed as an alternate point of diversion (APOD) to a surface water right must report pumping on a daily basis if any of the diversions during the month is claimed as being “in priority”. (See Administration Protocol - APOD Wells for more details.)
 - c. If applicable, data for each recharge structure must be included and comply with the appropriate decree(s) or SWSP Approval requirements and any applicable current statewide Administration Protocol. At a minimum the following should be reported in the accounting:
 - i. 7-digit WDID and name of recharge structure
 - ii. daily volume in AF diverted into the site;
 - iii. monthly volume in AF released from the site;
 - iv. monthly gross evaporative loss in AF;
 - v. volume of water in AF remaining at the end of the month.
 - d. The accounting must identify each source of replacement water actually delivered to the stream and how replacement water at that location offset the depletions. To demonstrate the water was actually delivered to the required location will require the following information:
 - i. the name (water court case, lease, etc.) and WDID of the originating source of the replacement water, date released and volume of water released;
 - ii. transit losses from point of release to point of depletion or use, if any, using stream loss factors approved by the water commissioner;
 - iii. the volume of water actually delivered on a daily basis past any surface water diversion that was sweeping the river as corroborated by the water commissioner. (See Administration Protocol - Delivery of Water for more details on delivering water).

For each source of replacement water that has been “changed” for use as a source of augmentation, such as changed reservoir shares, changed rights from a ditch, or credits from dry-up, etc., the following input information must be reported:

- i. the decreed volume of return flow obligation;
 - ii. if not specified in the decree or SWSP, the location and timing of the owed return flow on the stream(s).
4. If required by the decree or SWSP, the accounting must include a monthly projection of the plan’s operation at least through March 31 of the next calendar year, or as specified in the decree or SWSP.
5. The accounting submittal must include output associated with modeling showing monthly delayed depletions (from well pumping or return flow obligations) and/or accretions (from recharge).

6. All accounting must provide a net impact summary that shows a daily balance of the out-of-priority depletions, accretions from each recharge site, volume of replacement water actually delivered and the resultant net impact. If necessary, a net impact must be shown for each applicable river and reach.

While modeling may use a monthly step function to determine the depletions from pumping and accretions from recharge, the monthly result must then be divided by the number of days in the month in order to simulate a daily impact, as water rights are administered on a daily and not monthly basis.

The accounting should indicate that the replacement water is equal to the depletion(s) such that the daily net impact (using the simulated daily numbers from the modeling) is not negative, unless the water commissioner approves less frequent aggregation of replacements without injury to downstream water rights.

In the instance that aggregation is allowed, replacement is needed only for days with out-of-priority depletions. For example, if a well is out-of-priority for 15 days during a month, replacement must be made only for the 15 days the well is out-of-priority. Likewise, any simulated daily accretions will only count toward replacing the depletion on the days the well is out-of-priority. The accretions that accrue to the river when the well is in priority cannot be applied to different days with out-of-priority depletions.

7. The basis for determining that the depletions are out-of-priority should be data from the Division of Water Resources' Administrative Calls & Analysis Tool (<https://dwr.state.co.us/Tools/AdministrativeCalls/Active>) and should be included in the accounting along with the relative steps in the determination of a structure being in or out of priority. The analysis may be done, unless otherwise limited by decree, for each well or groups of wells, provided the most junior water right associated with the group of wells is used as the reference water right for the group's out-of-priority status.
8. The accounting shall include all the required information for the month of the submittal in addition to the information submitted from previous months such that the information and monthly submittals are a cumulative report each month throughout the 12 month reporting period.
9. If a well is covered in multiple SWSPs or augmentation plans, the monthly meter readings must be the same in the accounting for each plan covering the subject well. The accounting for every plan covering the well shall state the proportionate and total pumping amount covered by each plan to assure all out-of-priority depletions are replaced.
10. The following additional accounting requirements apply when sources of replacement water are used in more than one plan.
 - a. The entity providing replacement water to the stream is responsible for accounting for the total amount of replacement water and how much of the total went to each plan.
 - b. The amount of replacement water claimed for a particular augmentation plan must match the amount in the accounting from the entity providing the replacement water to the stream.
 - c. The amount of replacement water claimed for use by one or more water users shall not exceed the amount of replacement water physically and legally available. (See Administration Protocol - Use Of Unnamed Sources For Replacement for additional requirements concerning required notice and approval of sources of replacement not specifically described in a SWSP or augmentation plan).