

# RECLAMATION

*Managing Water in the West*

FONSI No. 2018-01  
Project No. 2015-017

## **Amendments to Purgatoire River Water Conservancy District Repayment Contract, Trinidad Dam and Reservoir Operating Principles, and Operating Criteria**

### **Finding of No Significant Impact Trinidad Dam and Reservoir Project**

Approved: J. Signe Snortland Date: June 25, 2018  
Area Manager



U.S. Department of the Interior  
Bureau of Reclamation  
Great Plains Region  
Eastern Colorado Area Office

June 2018

# RECLAMATION

*Managing Water in the West*

FONSI No. 2018-01  
Project No. 2015-017

## **Amendments to Purgatoire River Water Conservancy District Repayment Contract, Trinidad Dam and Reservoir Operating Principles, and Operating Criteria**

## **Finding of No Significant Impact Trinidad Dam and Reservoir Project**

Approved: \_\_\_\_\_

Area Manager

Date: \_\_\_\_\_

June 26, 2018



U.S. Department of the Interior  
Bureau of Reclamation  
Great Plains Region  
Eastern Colorado Area Office

June 2018

# **FINDING OF NO SIGNIFICANT IMPACT**

In accordance with the National Environmental Policy Act (NEPA) of 1969, as amended, and the Council on Environmental Quality's Regulations for implementing the procedural provisions of the National Environmental Policy Act (40 CFR Part 1500-1508), the Bureau of Reclamation has prepared an environmental assessment (EA) for proposed amendments to: 1) the Purgatoire River Water Conservancy District (PRWCD) repayment contract (Contract No 7-07-70-W0095) (PRWCD's repayment contract); 2) amendments to the Trinidad Dam and Reservoir Project Operating Principles (Operating Principles); and 3) amendments to the PRWCD Operating Criteria (Operating Criteria). The proposed amendments are incorporated as Attachment A. The environmental assessment analyzes a No Action and Proposed Action alternatives. Based on the following, Reclamation has determined that the Proposed Action will not result in a significant impact on the human environment.

## **Background**

The Trinidad Dam and Reservoir Project (Project) is located on the upper Purgatoire River, a tributary to the Arkansas River near Trinidad, Colorado. The Project was authorized under the 1958 Act, Public Law 85-500, for flood control, sediment control and irrigation. Authorization for recreation was included in the 1944 Act, Public Law 78-534. The U.S. Army Corps of Engineers owns and operates the reservoir with responsibility for flood control and recreation and Colorado Division of Parks and Wildlife manages the area as Trinidad Lake State Park. Reclamation is responsible for administering PRWCD's repayment contract.

PRWCD manages the irrigation portion of the Project following the PRWCD's Operating Criteria and distributes water to the Project participants for municipal and industrial (M&I) and irrigation purposes, and to replace evaporation and seepage from the permanent fishery pool.

Under the current Operating Principles, PRWCD distributes water based on "irrigable area," composed as nearly as practical of the acreages identified in PRWCD's repayment contract. The five signatories to the Operating Principles are the Arkansas River Compact Administration, Reclamation, PRWCD, the State of Kansas, and the U.S. Army Corps of Engineers. The Arkansas River Compact Administration consists of three representatives from each of the States of Colorado and Kansas, and one Federal representative.

## **Purpose and Need**

The purpose of the Proposed Action is to amend PRWCD's repayment contract to: 1) reflect repayment obligations based on the City of Trinidad and Colorado Division of Parks and Wildlife water use that does not go through headgates, 2) meet current policy requirements, and 3) update standard federal contract articles. The Proposed Action assists PRWCD in meeting its financial obligations.

The Proposed Action also includes Reclamation's approval of amendments to the Trinidad Dam and Reservoir Operating Principles by approving the City of Trinidad's request to utilize

additional water rights from the dry-up of 328.4 acres serviced by the John Ditch acquired to meet the City of Trinidad’s current and future municipal delivery needs from Trinidad Reservoir. Lastly, the Proposed Action includes amendments to PRWCD’s Operating Criteria to reflect current and future PRWCD operations and to meet PRWCD’s goals and obligations. On-farm irrigation efficiency improvement projects within PRWCD’s boundaries have necessitated changes to both the Operating Principles and Operating Criteria to address replication of historic return flows, address water storage accounting in Trinidad Reservoir, and comply with State of Colorado water law, regulations, and the Arkansas River Compact.

## **Project Alternatives**

### **No Action Alternative**

Under the No Action Alternative, PRWCD’s repayment contract would not be amended. The contract repayment period, other repayment contract conditions, Operating Principles, and Operating Criteria would be unchanged. Additional John Flood Ditch water rights purchased by the City of Trinidad and stored in Trinidad Reservoir could not be used to meet the City of Trinidad’s M&I needs.

### **Proposed Action**

Under the Proposed Action, Reclamation would approve amendments to PRWCD’s repayment contract, the Operating Principles, and the Operating Criteria. A summary of the amendments are as follows:

- 1) PRWCD Repayment Contract (Attachment A)
  - a. Amendments to the “headgate diversion” definition to include water delivered to the City of Trinidad and Colorado Division of Parks and Wildlife;
  - b. Updating the “effective water supply” definition and correcting a typographical error in the water supply index table;
  - c. Extending the repayment period from 70 to 75 years with repayment obligations ending in 2059; and
  - d. Updating standard contract articles pursuant to Reclamation policy.
- 2) Operating Principles for the Trinidad Dam and Reservoir Project (Attachment A-Exhibit A), previously approved by the Arkansas River Compact Administration Resolution No. 2014-3.
  - a. Of the water attributable to the historic consumptive use on acres removed from irrigation, increasing the acres limited under the John Flood Ditch system made available for M&I storage or permanent fisheries pool storage from 948 to 1,171.7 acres.
  - b. Increasing the maximum monthly water deliveries in the months April through October, as shown in Attachment C, with an annual increase from 2,802 to 3,276 acre-feet.

- 3) PRWCD Operating Criteria, as follows:
- a. Amend Part A. 3 “Model Account” definition to include “*other District Irrigable Areas with the consent of the Model Land & Irrigation company pursuant to Part B (12)*”;
  - b. Amend Part A. 5 “Project Account definition to include a footnote as follows: “*The Project Account may include subaccounts for accounting purposes to replicate historic return flow patterns on lands “removed from irrigation” as that term is defined in the General Operating Principles, consistent with these Operating Criteria.*”;
  - c. Amend Part A.10 “State Parks Account” definition to include a footnote as follows: “*The State Parks Account may include subaccounts for accounting purposes to implement the Ruling and Decree of the Water Court issued in Case No. 03CW108 District Court, Water Division No. 2 consistent with these Operating Criteria.*”;
  - d. Amend Part B. 5c, 5d, & 5e to include the following: “*subject to the requirements of the rulings in Case No. 86CW025, District Court, Water Division No. 2.*”;
  - e. Amend Part B.8a(1) decreasing the amount that may be transferred to the permanent fishery pool capacity or State Parks Account for immediate storage from “0.65” to “0.64” acres feet and “65” to “64” percent.;
  - f. Amend Part B.8a to include the following: “*4) 0.01 acre-feet (1 percent) shall be transferred to a subaccount of the State Parks account for purposes of replacing evaporation from the State Parks subaccount during storage and replacing transit losses associated with the delivery of said delayed return flows. Any water that is transferred to the State Parks subaccount that is not needed to replace such evaporative and transit losses may subsequently be transferred to the Permanent Fishery Pool.*”;
  - g. Amend Part B.9 to include a, b & c and delete the following text: “*and except for that water in **State Parks account** as set forth in Part A.10, which has been made available for use by **State Parks** as specified in Part B.8.*”, and add “*(b) except for that water in the **State Park account** as set forth in Part A.10, which has been made available for use by **State Parks** as specified in Part B.8 above; and*” and “*(c) except for water stored for release during the non-irrigation season to maintain historical return flow patterns for lands “removed from irrigation” as that term is defined in the General Operating Principles, subject to compliance with the Operating Principles.*”;
  - h. Amend Part E.1 to include the following; “*and water stored for release during the non-irrigation season to maintain historical return flow patterns for lands “removed from irrigation” as that term is defined in the General Operating Principles, subject to compliance with the Operating Principles.*”;

- i. Amend Part F by deleting “*during the development period of the Trinidad Dam and Reservoir Project and*” and “*thereafter*”, and replacing with “*shall be*”; and
- j. Correct other minor typographical errors, punctuation, and spacing.

A copy of the proposed amended Operating Criteria is included as Attachment A, Exhibit B.

## Summary of Environmental Impacts

During the environmental review process, potential effects resulting from the Proposed Action were identified, either by the public, other agencies, or Reclamation. Reclamation used potential effects to help focus the environmental review process, to structure the EA, and to identify opportunities for mitigating or avoiding adverse effects of the Proposed Action, as appropriate.

In the attached EA, Reclamation evaluated the environmental consequences associated with implementing No Action or Proposed Action. This EA relies on information and analysis previously included in Reclamation’s previous EA and Finding of No Significant Impact for Trinidad Dam and Reservoir Project Operation Principles and Operating Criteria Amendments dated November 2004.

This Finding of No Significant Impact is based on the following:

- All proposed amendments to PRWCD’s repayment contract are administrative in nature and primarily deal with finances and water accounting. Under the Proposed Action, PRWCD’s repayment contract would be extended to 75 years and the average annual repayment amount needed to repay the United States would be reduced by \$14,311 annually for the remaining 42 years of the contract.
- Amendments to the Operating Principles approved in 2004 previously incorporated the City of Trinidad’s ownership of 43 percent of the John Flood Ditch water rights and accommodated the City of Trinidad’s dry-up of 948 acres for conversion from irrigation to M&I uses. The actual dry-up under Case No. 88CW61 was only 843.3 acres. Therefore, this environmental assessment focuses on impacts associated with the dry-up of an additional 328.4 acres of lands irrigated by the John Ditch Flood and the additional storage of this water in Trinidad Reservoir for M&I uses. Please see the table included as Attachment B.
- Potential environmental effects associated with modifying use of Model Land and Irrigation Company’s storage space reservation in Trinidad Reservoir. This includes storage of water for use by other PRWCD irrigable areas with the consent of Model Land and Irrigation Company and is limited to fluctuations in Trinidad Reservoir elevations and seasonal release patterns. Proposed changes to the State Parks Account are administrative in nature and are an accounting exercise for evaporative losses associated with the Permanent Fishery pool.

- The proposed amendments to the Operating Principles would allow the dry-up of an additional 328.4 acres of previously irrigated land purchased by the City of Trinidad, which is likely to result in increased reservoir water volumes during the late-summer, fall and winter. Trinidad Reservoir elevations are generally expected to increase and be higher during the irrigation season as previously described in the 2004 EA. Maximum monthly M&I water delivery volumes would increase by about 17 percent. Fluctuations in the pool volume would most likely be limited to a few hundred acre-feet annually. Reservoir recreation and fisheries resources would also benefit with the additional water storage.
- Proposed amendments to the Operating Criteria allow for accounting of saved water, because of irrigation efficiency improvements, to be stored in the Model account as M&I water for augmentation releases later in the season and correct an error in the permanent fishery pool capacity or Colorado Division of Parks and Wildlife Account by 1 percent.
- No changes to the Purgatoire River below the Hoehne headgate (12 miles below Trinidad Reservoir) are anticipated and consequently the Proposed Action is predicted to have no impact in meeting the Arkansas River Compact. This is further reinforced by the Arkansas River Compact Administration's adoption of a resolution that approved the proposed amendment to Trinidad Operating Principles and authorized its Chairman to sign the Trinidad Operating Principles, as amended by Exhibit A of Resolution 2014-3.
- The Proposed Action would have socioeconomic benefits to PRWCD by increasing the contract's repayment period and reducing the minimum average annual payment needed for repayment by \$14,311. The Proposed Action will have no effect on threatened or endangered species, historic properties, land use, environmental justice, Indian trust assets or Indian sacred sites.
- Historically, the additional lands proposed to be removed from irrigation have been used to produce alfalfa and grass hay. Cumulatively, the Proposed Action may result in up to a 6.96% reduction of irrigated lands currently classified as "Prime, if Irrigated".
- The number of acres to be dried-up is proportional to number of acre-feet removed for M&I water deliveries. Portions of Trinidad's M&I water supply not currently needed for M&I purposes may be leased back to irrigators for agricultural uses, until needed.
- Because the proposed lands removed from irrigation are likely to remain in agriculture and produce dryland crops and/or serve as pasture, no significant impacts are predicted.
- No new construction activities are associated with the Proposed Action. However, it is reasonably foreseeable that additional PRWCD landowners will improve irrigation efficiency by converting from flood irrigation to sprinkler systems. Other federal and

state agencies offer incentives for these conversions that provide environmental and economic benefits. Cumulative impacts associated with continued operation of the Trinidad Dam and Reservoir Project were considered and previously addressed in the 2004 EA. No significant cumulative impacts are predicted.

- Delivery of Project water outside the PRWCD's boundaries could result in additional environmental effects not included in the current cumulative impacts. However, PRWCD boundary changes have not been proposed and Reclamation approvals of land inclusion into the PRWCD are outside of the Proposed Action. The Secretary of the Interior's assent to any proposed land inclusion associated with the Project may require additional NEPA analysis and compliance documentation.

### **List of Exhibits**

Attachment A—Contract Amendment No. 2 Between the United States of America and the Purgatoire River Water Conservancy District including:

Attachment A, Exhibit A—Operating Principles, Trinidad Dam and Reservoir Project, Amended 2018.

Attachment B, Exhibit B—Purgatoire River Water Conservancy District Operating Criteria, Amended and Restated 2018.

Attachment B—Table 1-Proposed Volumetric Limits and Acres for the Proposed 2018 Operating Principles Amendment.

Attachment C—Proposed Amendment to Operating Criteria, Trinidad Dam and Reservoir Project





**Attachment A—Proposed Contract Amendment No. 2 Between the United States of America and the Purgatoire River Water Conservancy District**

Contract No. 7-07-70-W0095  
Amendment No. 2

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Trinidad Project, Colorado**

**CONTRACT AMENDMENT NO. 2  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE PURGATOIRE RIVER WATER CONSERVANCY DISTRICT**

THIS CONTRACT AMENDMENT, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly, but not limited to, Section 9(d) of the Act of August 4, 1939 (53 Stat. 1187), as amended and supplemented, and the Act of July 3, 1958 (72 Stat. 297), as amended by the Act of October 27, 1965, P.L. 89-298 (79 Stat. 1073-1096), all collectively referred to as the Federal Reclamation Laws, is between the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the Contracting Officer executing this Amendment, and the PURGATOIRE RIVER WATER CONSERVANCY DISTRICT, hereinafter referred to as the "District" or "Contractor," and collectively referred to as "the Parties."

WITNESSETH:

**EXPLANATORY RECITALS**

The following statements are made in explanation:

- a. WHEREAS, the United States and the District executed Contract No. 7-07-70-W0095 (formerly Contract No. 14-06-700-6279) on February 10, 1967, which was subsequently amended by Amendment No. 1 dated August 1, 1986, and which was further clarified by a Contract Administrative letter concurred to by the District and the City of Trinidad dated September 20, 2007, hereinafter called the Existing Contract; and
- b. WHEREAS, House Document 325, 84<sup>th</sup> Congress, 2<sup>nd</sup> Session (1956) authorized a maximum repayment period of 75 years and payment commenced in 1985; and
- c. WHEREAS, the Existing Contract has a repayment period of 70 years; and
- d. WHEREAS, the Existing Contract allows the City of Trinidad use of a portion of the water; and
- e. WHEREAS, the Existing Contract requires the City of Trinidad to pay interest on the water used for municipal and industrial purposes but needs clarification regarding the

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Trinidad Project, Colorado**

**CONTRACT AMENDMENT NO. 2  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE PURGATOIRE RIVER WATER CONSERVANCY DISTRICT**

THIS CONTRACT AMENDMENT, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly, but not limited to, Section 9(d) of the Act of August 4, 1939 (53 Stat. 1187), as amended and supplemented, and the Act of July 3, 1958 (72 Stat. 297), as amended by the Act of October 27, 1965, P.L. 89-298 (79 Stat. 1073-1096), all collectively referred to as the Federal Reclamation Laws, is between the UNITED STATES OF AMERICA, hereinafter referred to as the “United States,” represented by the Contracting Officer executing this Amendment, and the PURGATOIRE RIVER WATER CONSERVANCY DISTRICT, hereinafter referred to as the “District” or “Contractor,” and collectively referred to as “the Parties.”

WITNESSETH:

**EXPLANATORY RECITALS**

The following statements are made in explanation:

- a. WHEREAS, the United States and the District executed Contract No. 7-07-70-W0095 (formerly Contract No. 14-06-700-6279) on February 10, 1967, which was subsequently amended by Amendment No. 1 dated August 1, 1986, and which was further clarified by a Contract Administrative letter concurred to by the District and the City of Trinidad dated September 20, 2007, hereinafter called the Existing Contract; and
- b. WHEREAS, House Document 325, 84<sup>th</sup> Congress, 2<sup>nd</sup> Session (1956) authorized a maximum repayment period of 75 years and payment commenced in 1985; and
- c. WHEREAS, the Existing Contract has a repayment period of 70 years; and
- d. WHEREAS, the Existing Contract allows the City of Trinidad use of a portion of the water; and
- e. WHEREAS, the Existing Contract requires the City of Trinidad to pay interest on the water used for municipal and industrial purposes but needs clarification regarding the

definition of headgate diversions in Article 6 to ensure that both the irrigation and municipal and industrial water is included within the payment calculation; and

f. WHEREAS, operating principles are attached to the Existing Contract as an Exhibit and provide direction for the regulation and storage of the water of the Purgatoire River; and

g. WHEREAS, the District has requested the Existing Contract to be amended to extend the repayment period from 70 to 75 years, and to update the operating principles to allow additional use of water by the City of Trinidad; and

h. WHEREAS, on July 24, 2013, Reclamation Manual Policy PEC P05 established new definitions for irrigation and municipal and industrials uses; and

i. WHEREAS, Article 4.b. of the Existing Contract, provides the effective definition of irrigation in the contract, which is that the District's use of water is only for irrigation, stock-watering, and incidental domestic purposes which is in compliance with the new definitions; and

j. WHEREAS, Reclamation and the Contractor have both interpreted the Existing Contract to allow for use of irrigation water to include but not be limited to, replacement of historical return flow patterns from gravity irrigation to other, more efficient irrigation methods, and for incidental watering for the noncommercial cultivation of crops or pasturing of animals for personal purposes; and

k. WHEREAS, pursuant to Reclamation Manual Policy PEC P10, the standard water related contract articles need to be updated and/or inserted into the Existing Contract to promote efficiency and consistency in the contracting process and contract administration; and

l. WHEREAS, the definition of headgate diversions needs to be clarified to ensure that municipal and industrial water supply is included; and

m. WHEREAS, the Parties agree to amend the Existing Contract to extend the repayment period, update the operating principles, update/insert the standard contract article provisions, and clarify the definition of headgate diversions.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree to amend the Existing Contact as follows:

1. Article 2.e. of Amendment No. 1 is hereby deleted in its entirety and replaced with the following:

e. "Lessoning of the repayment obligation shall not be open for negotiation."

2. General Definitions, Article 1.e. "Operating Principles" is hereby deleted in its entirety and replaced with the following:

e. "Operating principles" shall mean the document entitled "Operating Principles, Trinidad Dam and Reservoir Project" attached hereto as Exhibit A, and hereby

made a part of this contract by reference, and the terms defined therein, when used in this contract, shall have the meanings ascribed to them in Exhibit A and no other.”

3. Repayment Obligation, the first sentence of Article 5.b. is hereby deleted in its entirety and replaced with the following:

“The United States Bureau of Reclamation will seek to provide the District with an estimate of the annual construction repayment obligation as fixed in subparagraph a. of this Article by November 30 of each year. The United States Bureau of Reclamation will seek to provide the District with an invoice for the actual annual construction repayment obligation as fixed in subparagraph a. of this Article by December 31 of each year. The District shall pay to the United States Bureau of Reclamation by method of payment of the District’s choice pursuant to Article 29, its annual construction repayment obligation by January 31 of the succeeding year or within 30 days of issuance of invoice, whichever comes later.”

4. Variable Repayment Plan, Article 6.c. is hereby deleted in its entirety and replaced with the following:

“The water supply index factor for the current year shall be determined from the following table:

Effective water supply expressed as percent	Water supply index factor
120	3.145
119	3.082
118	3.019
117	2.956
116	2.893
115	2.830
114	2.767
113	2.704
112	2.641
111	2.578
110	2.515
109	2.452
108	2.389
107	2.326
106	2.263
105	2.200
104	2.137
103	2.074
102	2.011
101	1.948

Effective water supply expressed as percent	Water supply index factor
100	1.885
99	1.822
98	1.759
97	1.696
96	1.633
95	1.570
94	1.507
93	1.444
92	1.381
91	1.318
90	1.255
89	1.192
88	1.129
87	1.066
86	1.003
85	0.940
84	0.877
83	0.814
82	0.751
81	0.688
80	0.625
79	0.562
78	0.499
77	0.436
76	0.373
75	0.310
74	0.247
73	0.184
72	0.121
71	0.058

“The effective water supply shall be determined by multiplying by 100 the decimal fraction derived from dividing the sum of the headgate diversions by 61,422. The formula thus becomes:

$$\text{“Effective water supply} = \frac{\text{headgate diversions (acre-feet)} \times 100}{61,422 \text{ (acre-feet)}}$$

“(1) Headgate diversions - shall be the total amount of water diverted by all ditch companies including water delivered to the City of Trinidad and Colorado Division of Parks and Wildlife for municipal and industrial use or permanent fishery pool uses. Such headgate diversions shall be measured in acre-feet at the point of diversion from the Purgatoire River by the use of measuring devices which shall

have been installed, operated and maintained in conformity with such specifications and standards as may from time-to-time be established by the Secretary and the Colorado State Engineer.”

“(2) 61,422 acre-feet is a negotiated average annual amount of headgate diversions required to provide a 100 percent water supply to the District’s 19,499 acres of irrigable lands (3.15 ft. x 19,499 = 61,422 acre-feet).”

5. Variable Repayment Plan, Article 6.f. is hereby amended as follows: The phrase “70-year repayment term” is deleted and changed to “75-year repayment term.”

6. Agreed Charges a General Obligation of the District, Article 11, is hereby deleted in its entirety and replaced with the following:

“GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

“11. a. The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligations to the Contractor.

b. The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The United States shall not make water available to the Contractor through Project works during any period in which the Contractor is in arrears for more than 12 months in the payment of any construction charges due the United States. The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears more than 12 months in the payment of construction charges as levied or established by the Contractor.

c. Nothing in this agreement restricts or alters the Contractor’s ability to refuse deliveries of water to Project participants on terms more restrictive than those included in this agreement, including without limitation the ability to refuse delivery of water to Project participants that are in arrears less than 12 months.”

7. Penalty for Delinquent Payments, Article 13, is hereby deleted in its entirety and replaced with the following:

“CHARGES FOR DELINQUENT PAYMENTS

“13. a. The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

b. The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

c. When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.”

8. Amendment or Repeal of Federal Reclamation Laws, Article 18, is hereby deleted in its entirety and replaced with the following:

“COMPLIANCE WITH FEDERAL RECLAMATION LAWS

“18. The parties agree that the delivery of irrigation water or use of Federal facilities pursuant to this contract is subject to Federal reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C 390as, et seq.), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.”

9. Changes in Organization of District, Article 20, is hereby deleted in its entirety and replaced with the following:

CHANGES IN CONTRACTOR'S ORGANIZATION

“20. While this contract is in effect, no change may be made in the Contractor’s organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer’s written consent.”



10. Assignment Limited – Successors and Assigns Obligated, Article 21, is hereby deleted in its entirety and replaced with the following:

ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

“21. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein by either party shall be valid until approved in writing by the other party.”

11. Notices, Article 22, is hereby deleted in its entirety and replaced with the following:

NOTICES

“22. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the:

Regional Director  
Bureau of Reclamation  
Great Plains Region  
P.O. Box 36900  
Billings, MT 59107-6900

and on behalf of the United States, when mailed, postage prepaid, or delivered to the Contractor:

Purgatoire River Water Conservancy District  
3590 East Main Street  
Trinidad, CO 81082

The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.”

12. Officials Not to Benefit, Article 28, is hereby deleted in its entirety and replaced with the following:

OFFICIALS NOT TO BENEFIT

“28. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.”

13. Medium for Transmitting Payments, Article 29 is hereby added to the Existing Contract as follows:

MEDIUM FOR TRANSMITTING PAYMENTS

“29. a. All payments from the Contractor to the United States under this contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

b. Upon execution of the contract, the Contractor shall furnish the Contracting Officer with the Contractor’s taxpayer’s identification number (TIN). The purpose for requiring the Contractor’s TIN is for collecting and reporting any delinquent amounts arising out of the Contractor’s relationship with the United States.”

14. Exhibit A, Operating Principles is hereby deleted in its entirety and replaced with the attached Amended Operating Principles.

15. Exhibit B, Operating Criteria is hereby deleted in its entirety and replaced with the attached Amended Operating Criteria.

EXISTING CONTRACT TO REMAIN IN EFFECT

16. Except as herein provided, the Existing Contract between the Parties hereto shall remain in full force and effect. This Amendment shall not affect any other Existing Contract terms and conditions in effect at this time.

IN WITNESS WHEREOF, the Parties hereto have signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

\_\_\_\_\_

Michael S. Black  
Regional Director  
Great Plains Region  
Bureau of Reclamation

PURGATOIRE RIVER WATER CONSERVANCY DISTRICT  
CONTRACTOR

By: \_\_\_\_\_

Ralph Gagliardi  
President

ATTEST:

\_\_\_\_\_  
Secretary (seal)

**EXHIBIT A**

OPERATING PRINCIPLES

TRINIDAD DAM AND RESERVOIR PROJECT

OPERATING PRINCIPLES  
TRINIDAD DAM AND RESERVOIR PROJECT

AMENDED 2018

**Preamble**

The Trinidad Dam and Reservoir Project as reported in House Document No. 325, 84<sup>th</sup> Congress, 2d Session, and as authorized by the Flood Control Act of 1958, will be operated in such a manner as to secure the greatest practicable benefits from the regulation and use of the flows of the Purgatoire River consistent with the laws and policies of the State of Colorado and of the United States including the Arkansas River Compact. The objectives and principles governing the operation of the Trinidad Dam and Reservoir Project to secure such benefits are contained within the following articles.

- Article I - OBJECTIVES
- Article II - DEFINITION OF TERMS
- Article III - FLOOD CONTROL
- Article IV - IRRIGATION, MUNICIPAL AND INDUSTRIAL
- Article V - FISHERY AND RECREATION
- Article VI - REVIEW AND AMENDMENT

**Article I - OBJECTIVES**

The operation of the Trinidad Dam and Reservoir involves the regulation of the flows of the Purgatoire River for flood control, irrigation use, municipal and industrial use and recreation, including a permanent fishery pool. The project plan provides for:

1. Control of floods originating above the reservoir for benefit of the City of Trinidad and downstream reaches.
2. Optimum beneficial use of the available water for irrigation and municipal and industrial uses (municipal and industrial hereinafter abbreviated M&I) within the project area consistent with the protection of downstream non-project rights as set forth in House Document No. 325, 84th Congress, 2d Session, which provides:
  - (a) Transfer of the storage decree of The Model Land & Irrigation Company for 20,000 acre-feet annually from the present site to the proposed Trinidad Reservoir.
  - (b) Storage in the Trinidad Reservoir of flood flows originating on the Purgatoire River above the dam, which would otherwise spill from John Martin Reservoir.

- (c) Storage in Trinidad Reservoir of the winter flows of the Purgatoire River historically diverted for winter irrigation of project lands.
- 3. The maintenance of a minimum pool for enhancement of recreation and fishery values.
- 4. The construction of the Trinidad Dam and Reservoir with the following allocated capacities:

Flood Control.....	51,000 acre-feet
Irrigation and M&I.....	20,000 acre-feet
Permanent fishery pool .....	15,967 acre-feet
Joint use * .....	<u>39,000</u> acre-feet
Total capacity.....	125,967 acre-feet

\* For irrigation, M&I and sediment accumulation.

**Article II – DEFINITION OF TERMS**

Definition of terms as used herein:

- 1. **“Colorado State Engineer”** means the **Colorado State Engineer** or such other administrative agency having jurisdiction and control over the distribution of the waters of the State of Colorado.
- 2. **“District”** means the Purgatoire River Water Conservancy District, that entity created and existing under laws of the State of Colorado to contract for repayment to the United States of an appropriate share of the project costs allocated to the irrigation and M&I use. The **District** shall also be the agency responsible for the regulation of irrigation and M&I water supplies within the **District** boundaries in the manner set forth therein.
- 3. **“District Irrigable Area”** means only 19,499 acres of the contracted lands lying within the **District** Boundaries.
- 4. **“District Storage Right”** means those rights under which the **District** may store water in the **irrigation capacity** for use within the **District**.
- 5. **“District Water Supply”** means that water supply of the Purgatoire River subject to **District** administration for irrigation and M&I use within the **District**, and which may be used to replace evaporation and seepage from the **permanent fishery pool** if rights to water stored in the **irrigation capacity** are acquired by the State of Colorado, Department of Natural Resources, Division of Parks and Outdoor Recreation, for such purpose.

6. **"Flood Control"** means the temporary storage of flood waters at any **reservoir** pool level as necessary to alleviate flood damages through the City of Trinidad and downstream reaches.
7. **"Flood Control Capacity"** means the 51,000 acre-feet of capacity exclusively allocated to **flood control** lying initially above m.s.l. **reservoir** elevation 6,229.6.
8. **"Irrigation Capacity"** means the 20,000 acre-feet of reservoir capacity allocated to irrigation and M&I use plus the unsedimented portion of the joint use capacity, and which may be used to replace evaporation and seepage from the **permanent fishery pool** if rights to water stored in the **irrigation capacity** are acquired by the State of Colorado, Department of Natural Resources, Division of Parks and Outdoor Recreation, for such purpose. Use of the **irrigation capacity** to replace evaporation and seepage from the **permanent fishery pool** shall not diminish the payment of the annual construction charge by the **District** pursuant to Contract No. 7-07-70-W0095, as amended, between the **District** and the United States.
9. **"Irrigation Season"** means that period of the year, as determined annually by the **District**, during which water may be beneficially applied to the **District irrigable area**, less those lands **removed from irrigation**, provided the **irrigation season** will not begin earlier than April 1 or end later than October 15, except as modified by the **District** with the consent of the Secretary of Interior.
10. **"Non-Irrigation Season"** means that period of the year other than the **irrigation season**.
11. **"Operating Agency"** means the U.S. Army Engineer District, Albuquerque, New Mexico, Corps of Engineers.
12. **"Permanent Fishery Pool"** means the quantity of water stored in the **Permanent Fishery Pool Capacity**.
13. **"Permanent Fishery Pool Capacity"** means the 15,967 acre-feet of **reservoir** capacity allocated to fishery and recreation.
14. **"Removed from irrigation"** means **District irrigable area** for which the associated consumptive use has been changed from **irrigation** to another type of use by decree or approval of the State Engineer.
15. **"Reservoir"** means the reservoir presently planned and authorized for construction on the Purgatoire River above the City of Trinidad, Colorado.

16. **“Reservoir Inflow”** is to be expressed in mean daily cubic feet per second of time and means that total flow of water entering the **reservoir** comprising of measured flows at the inflow gaging stations and other unmeasured inflows entering the reservoir, less such flow of water as may be acquired and imported into the Arkansas River Basin by the State of Colorado for filling and maintaining the **permanent fishery pool**.
17. **“Unused Sediment Capacity”** means that portion of the 39,000 acre-feet of **reservoir** capacity allocated to joint use but unoccupied by sediment at any given time.

### **Article III - FLOOD CONTROL**

Trinidad Reservoir shall be operated for **flood control** benefits in accordance with regulations prescribed by the Secretary of the Army and the following operating principles:

1. All potentially damaging flood inflows shall be temporarily detained as necessary to limit the flow insofar as possible to a non-damaging flow, currently estimated to be 5,000 c.f.s., downstream from the Trinidad Reservoir.
2. All flood water stored in the **flood control capacity** shall be released at the maximum non-damaging rate insofar as practicable.
3. Any inflow, other than that stored for irrigation and M&I and **permanent fishery pool** use, temporarily retained below the bottom of the **flood control capacity** for **flood control** purposes, shall be released by the **operating agency** at such a rate, time, and quantity as may be ordered by the **Colorado State Engineer**, but within non-damaging flow in the channels below the **reservoir**.

### **ARTICLE IV– IRRIGATION, MUNICIPAL AND INDUSTRIAL**

Administration of the **irrigation capacity** in Trinidad Reservoir and the distribution of water to the **District irrigable area**, to M&I uses within the **District**, and to replace evaporation and seepage from the **permanent fishery pool** if rights to water stored in the **irrigation capacity** are acquired by the State of Colorado, Department of Natural Resources, Division of Parks and Outdoor Recreation, for such purpose, will be made by the **District** in accordance with House Document No. 325, 84<sup>th</sup> Congress, 2d Session, and these operating principles. Agreements, satisfactory to the Secretary of the Interior, shall be entered into between the **District** and the ditch companies and other owners of affected water rights to insure that these principles and the operation described herein shall be adopted.

The principles and provisions under which the **District** will administer water supplies to the **District irrigable area**, to M&I uses within the **District**, and to replace evaporation and seepage from the **permanent fishery pool** if rights to water stored in the **irrigation capacity** are acquired by the State of Colorado, Department of Natural Resources, Division of Parks and Outdoor Recreation, for such purpose, are contained in the following four parts of this Article:



“Water Rights,” “Limits of Land and Water Use,” “**District Water Supply**,” and “Operation and Exercise of Water Rights.”

A. Water Rights

Accomplishment of the following conditions is necessary under the laws of the State of Colorado to provide the **District** with the right to regulate the flows of the Purgatoire River in the manner described herein:

1. The water users within the **District** shall assign the right to the exercise of all the decreed direct flow water rights within the **District** boundaries to the **District** for administration by the **District** at such times and to the degree outlined in these principles. The right to the exercise of the following water rights, all in Water District No. 19, shall be so assigned.

Direct Flow Rights  
Water Division No. 2

<u>Number</u>	<u>Priority Date</u>	<u>Contracted Amount (cfs)</u>	<u>Contracting User</u>
3	11/30/1861	4.00	Baca
3	11/30/1861	2.00	Chicosa, Lujan & Northside
5	03/20/1862	4.00	Johns Flood
7	04/30/1862	7.00	Chilili
8	11/15/1862	1.55	El Moro Water Users
8	11/15/1862	2.18	El Moro
9	01/01/1863	1.28	Johns Flood
9	01/01/1863	4.72	Hoehne
12	06/30/1863	0.50	Enlarged South Side
13	01/01/1864	1.25	Johns Flood
13	01/01/1864	3.75	R. Lacy
15	04/10/1864	5.10	Johns Flood
15	04/10/1864	0.80	Hoehne
15	04/10/1864	0.847	R. Lacy
19	06/01/1865	4.00	R. Lacy
20	10/07/1865	7.35	Johns Flood
20	10/07/1865	16.65	Hoehne
21	01/01/1866	3.25	R. Lacy
22	02/01/1866	1.34	R. Lacy
27	05/31/1866	2.25	Johns Flood
27	05/31/1866	0.75	R. Lacy
40	04/30/1868	1.40 <sup>1</sup>	Enlarged South Side

<sup>1</sup> 0.77 cfs abandoned, 0.63 cfs remains

<u>Number</u>	<u>Priority Date</u>	<u>Contracted Amount (cfs)</u>	<u>Contracting User</u>
64	04/01/1873	2.40	Johns Flood
73	11/01/1875	6.00	Enlarged South Side
74	02/17/1876	34.00	Enlarged South Side
75	12/25/1876	4.00	Enlarged South Side
77	03/11/1877	1.30	El Moro
77	03/11/1877	2.70	El Moro Water Users
80	04/07/1877	18.60	Enlarged South Side
93	12/15/1882	4.00	Enlarged South Side
95	11/04/1883	14.39	Chicosa, Lujan & Northside
96	11/23/1883	16.84	Enlarged South Side
98	04/30/1884	60.00	Enlarged South Side
103	06/21/1886	14.73	Chicosa, Lujan & Northside
104	10/21/1886	10.00	R. Lacy
106	03/12/1887	15.00	Chicosa, Lujan & Northside
108	02/15/1888	9.70	Enlarged South Side
109	03/01/1888	8.00	Enlarged South Side
145	10/20/1902	100.00	Johns Flood
168	01/22/1908	200.00	Model
242 ½	06/12/1920	45.56	Chicosa, Lujan & Northside

2. Waters of the Purgatoire River shall be stored by the **District** in the **irrigation capacity** of Trinidad Reservoir under rights created under Colorado law; said rights, defined as the **District storage right**, include:
  - a) The Model storage right, being the right to store 20,000 acre-feet of water from the flows of the Purgatoire River, under reservoir priority No. 10 in Water District No. 19 at a rate of flow not exceeding 700 cubic feet per second of time under date of appropriation of January 22, 1908, as decreed by the District Court of Las Animas County, Colorado, on January 12, 1925, which right shall, by appropriate statutory proceedings be transferred from the place of storage as originally decreed to the site of the **reservoir**; and
  - b) Such other rights to store water in the **reservoir** as the **District** may lawfully acquire by appropriation or purchase.

B. Limits of Land and Water Use

In order that the Trinidad Dam and Reservoir Project may provide an optimum beneficial use of water for irrigation, and M&I uses within the **District**, and to replace evaporation and seepage from the **permanent fishery pool** if rights to water stored in the **irrigation capacity** are acquired by the State of Colorado, Department of Natural Resources, Division of Parks and Outdoor Recreation, for such purpose, the following limitations on land and water use shall apply:

1. The acreage irrigated by the **District water supply** shall be limited to the **District irrigable area**, less those lands **removed from irrigation**. The **District irrigable area** shall be composed as nearly as practicable of the acreage identified in contracts with the **District** under individual ditches:

Picketwire	2,414.7 acres
Baca	319.6 acres
Chilili	300.0 acres
El Moro	176.9 acres
Johns Flood	2,170.7 acres
Model	7,028.8 acres
Enlarged South Side	6,299.6 acres
Hoehne	1,200.0 acres
Burns & Duncan	229.7 acres
Lewelling & McCormick	467.9 acres

a total of 20,607.9 contract acres.

2. The **District** shall provide notice each year, prior to June 1, to the State of Kansas, the Bureau of Reclamation, and other parties making a written request, of lands expected to be irrigated. Such notice shall include a map and a tabulation of said lands, both showing tracts, their acreage and location. Any interested party may conduct field inspections related to the **District irrigable Area**, and the **District** shall cooperate with the party in the conduct of such inspections.

The **District** shall implement substantive procedures to verify each year that no more than the **District Irrigable Area**, less lands **removed from irrigation**, are irrigated in that year. The **District** shall prepare a report each year including a tabulation showing tracts, acreage and location of lands irrigated in that year. The **District** shall provide the report to the State of Kansas, the Bureau of Reclamation, and other parties making a written request, by February 1 of the following year.

3. All water deliveries to the **District irrigable area**, less those lands **removed from irrigation**, will be limited during the **irrigation season** to the irrigation requirements at the farm headgate as determined by the **District**. Allowance for

canal and lateral losses on the individual ditch systems will be determined by the **District**.

4. Water deliveries may be diverted or stored for M&I or **permanent fishery pool** purposes with the following limitations:

(a) Conditions applicable to the City of Trinidad:

(1) Only water attributable to the historic consumptive use on acreage **removed from irrigation**, limited to 1,171.7 acres under the Johns Flood Ditch system and 373.7 acres under The Model Land & Irrigation Company system may be made available for M&I storage or **permanent fishery pool** storage. Water deliveries shall be limited to the following volumes, which shall not include the volumes retained in storage for later release to maintain historic delayed return flow patterns to the Purgatoire River:

	Maximum Monthly Water Deliveries (acre-feet)
Apr	257
May	403
Jun	661
Jul	801
Aug	725
Sep	403
Oct	187
Nov - Mar	0
Annual Total	3,276

(2) Water attributable to historic return flows associated with the exercise of the water rights used on the acreage **removed from irrigation** shall be released in such a manner as to maintain the historic return flow patterns to the Purgatoire River. Such return flows, which shall include **non-irrigation season** return flows, shall be equal to at least 35 percent of the water available to acreage **removed from irrigation**.

(3) Removal of **District** irrigable land from irrigation to enable water to be diverted or stored for M&I or **permanent fishery pool** purposes shall correspondingly reduce the number of acres allowed to be irrigated from the **District water supply**. Prior to April 1 each year, the City of Trinidad shall provide notice to the

Arkansas River Compact Administration and the State of Kansas of the acreage to be removed each year corresponding to the amount of water for the Johns Flood Ditch and the Model ditch to be stored in Trinidad Reservoir for that year. The report shall include a map indicating the specific acreage to be **removed from irrigation**.

- (4) Any Colorado state court or administrative approval of the City of Trinidad’s water use covered by these Operating Principles shall require compliance herewith.
- (b) Conditions applicable to the State of Colorado, Department of Natural Resources, Colorado Division of Parks and Outdoor Recreation:
  - (1) Only water attributable to the historic consumptive use on acreage **removed from irrigation**, limited to 805.46 acres under The Model Land and & Irrigation Company system, may be made available from the **irrigation capacity** for replacement of evaporation and seepage from the **permanent fishery pool**. Water deliveries shall be limited to the following volumes, which shall not include the volumes retained in storage for later release to maintain historic delayed return flow patterns to the Purgatoire River:

	Maximum Monthly Water Deliveries (acre-feet)
Apr	135
May	210
Jun	345
Jul	420
Aug	380
Sep	210
Oct	95
Nov - Mar	0
Annual Total	1,708

- (2) Water attributable to historic return flows associated with the exercise of the water rights used on the acreage **removed from irrigation** shall be released in such a manner as to maintain the historic return flow patterns to the Purgatoire River. Such return flows, which shall include **non-irrigation season** return flows,

shall be equal to at least 35 percent of the water available to acreage **removed from irrigation**.

- (3) Removal of **District** irrigable land from irrigation to enable water from the **irrigation capacity** to be used for replacement of evaporation and seepage from the **permanent fishery pool** shall correspondingly reduce the number of acres allowed to be irrigated from the **District water supply**. Prior to April 1 each year, the Colorado Division of Parks and Outdoor Recreation shall provide notice to the **District**, the Arkansas River Compact Administration and the State of Kansas of the acreage to be removed each year corresponding to the amount of water for the Model Ditch to be stored in Trinidad Reservoir for that year. The report shall include a map indicating the specific acreage to be **removed from irrigation**.
  - (4) Any Colorado state court or administrative approval of the State of Colorado, Department of Natural Resources, Colorado Division of Parks and Outdoor Recreation water use covered by these Operating Principles shall require compliance herewith.
5. No water deliveries for irrigation of the **District irrigable area**, less those lands **removed from irrigation**, will be made during the **non-irrigation season**. Water may be released during the **non-irrigation season** for M&I use or to maintain historic return flow patterns for lands **removed from irrigation**.

C. District Water Supply

1. That water supply of the Purgatoire River subject to **District** administration for irrigation and M&I use within the **District**, and to replace evaporation and seepage from the **permanent fishery pool** if rights to water stored in the **irrigation capacity** are acquired by the State of Colorado, Department of Natural Resources, Division of Parks and Outdoor Recreation, for such purpose, defined as the **District water supply**, consists of:
  - (a) The water stored under the **District storage right** in the **irrigation capacity**.
  - (b) The stream gains to the Purgatoire River below Trinidad Dam that are divertible to the **District irrigable area**, less those lands **removed from irrigation**, for irrigation use through the **District's** exercise of the water rights listed in IV.A.1.
  - (c) That portion of the **reservoir inflow** at Trinidad Dam which is available to the **District** through the **District's** exercise of the water rights listed in IV.A.1.

2. The **District water supply** will be allocated by the **District** to the ditches within the **District** to provide each acre of the **District irrigable area**, less those lands **removed from irrigation**, an equitable share of the **District water supply** after allowance has been made for individual ditch transportation losses, provided such allocation will not exceed the irrigation requirements at the farm headgate.

D. Operation and Exercise of Water Rights

The principles governing operation of the **irrigation capacity** and the **District's** exercise of the assigned direct flow water rights listed under IV.A.1. and the **District storage right** are hereinafter set forth as they apply to operations during the entire year as well as to operations during either the **non-irrigation season** or **irrigation season**.

1. Non-interference with Downstream Water Rights

- (a) Bypasses to the river shall be made at any time during the year to satisfy downstream senior rights as ordered by the **Colorado State Engineer** to the extent that such demands are not met by stream gains or otherwise satisfied; but are limited to the extent as determined by the **Colorado State Engineer** to actually benefit such rights without unnecessary waste through channel losses.
- (b) **Reservoir inflow** in excess of the amount stored under the transferred Model right may be detained in the **reservoir** at such times as John Martin Reservoir is reasonably expected to spill; to the extent that John Martin Reservoir would have spilled, such detained water shall be considered to have been stored under the **District storage right** and become part of the **District water supply**. Such detained water which does not become a part of the **District water supply** shall be released as called for by the **Colorado State Engineer** in the amounts and at such times as he shall determine that such releases may be required to avoid a material depletion of the water of the Arkansas River as defined in Article 3 of the Arkansas River Compact C.R.S., 1953, 148-9-1.
- (c) Except as provided by paragraph (b) above, any water temporarily detained in the **reservoir** as a result of the **reservoir inflow** exceeding the design outlet capacity of the **reservoir** shall be released as soon as possible.
- (d) All releases from the **reservoir** as set forth in (a), (b) and (c) above, shall be passed down the Purgatoire River without interference by water users in the **District irrigable area**.

2. District Operation, Non-Irrigation Season

- (a) During the **non-irrigation season** the **District** may provide an annual allowance for stock watering purposes of not more than 1,200 acre feet measured at the headgates of Project ditches. If the stream gains below the Trinidad Dam are insufficient to fulfill this allowance, water may be released from the reservoir at any rate within the parameters of the Water Control Manual as needed to efficiently satisfy stock water demands within the allowance. Any water accumulated but not released for stock watering purposes as of April 1 shall be accounted as part of the annual **District storage right**.
- (b) During the **non-irrigation season**, the **District** shall release water stored by the City of Trinidad as designated by the City of Trinidad for:
  - (1) M&I purposes;
  - (2) Winter return flows.
- (c) During the **non-irrigation season**, the **District** shall release water controlled by the Colorado Division of Parks and Outdoor Recreation as designated by the Colorado Division of Parks and Outdoor Recreation for winter return flows.
- (d) During the **non-irrigation season**, the **District** will exercise the direct flow water rights and the **District storage right** only at such times and to the degree as necessary to assure:
  - (1) That the maximum possible storage of **reservoir inflow** is accrued.
  - (2) The stock water allowance is distributed in a manner determined equitable by the **District**.

3. District Operation - Irrigation Season

- (a) During the **irrigation season**, except at such times as provided for in IV.D.3.(c) below, the **District** shall exercise the direct flow water rights and the **District storage right** only at such times and to the degree necessary to assure:
  - (1) That stream gains to the river below Trinidad Dam which are divertible to the **District irrigable area**, less those lands **removed from irrigation**, and such **reservoir inflow** which is available to the **District** for irrigation and M&I use, and to replace evaporation and seepage from the **permanent fishery pool** if rights to water



stored in the **irrigation capacity** are acquired by the State of Colorado, Department of Natural Resources, Division of Parks and Outdoor Recreation, for such purpose, will be equitably allocated to the **District irrigable area**, less those lands **removed from irrigation**, as part of the **District water supply**.

- (2) That the **District storage right** can be fully exercised to store **reservoir inflow** in excess of that bypass to the river as may be required under D.1.(a) and D.3.(a) (1) above.
- (b) During the **irrigation season**, water stored in the **irrigation capacity** will be released as needed to fulfill or partially fulfill the irrigation requirements of the **District irrigable area**, less those lands **removed from irrigation**, or as designated by the City of Trinidad, made available for M&I purposes or the **permanent fishery pool** as provided in paragraph IV.B.4.(a) above, or as designated by the Colorado Division of Parks and Outdoor Recreation, used for replacement of evaporation and seepage from the **permanent fishery pool** as provided in paragraph IV.B.4.(b) above.
- (c) During the **irrigation season**, when the **irrigation capacity** is empty as determined by the **District**, the **District** will relinquish its exercise of the direct flow water right provided that if the **reservoir inflow** and stream gains below Trinidad Dam which are divertible to the **District irrigable area**, less those lands **removed from irrigation**, exceed the irrigation requirement and such excess is storable under the **District storage right**, the **District** will resume the exercise of the direct flow rights and exercise of the **District storage right** as in D.3.(a) (2) above.

#### 4. Evaporation and Seepage Losses

In the accounting for water in storage, evaporation and seepage losses due to water stored in the **irrigation capacity** shall be determined using the most recent data available by the **Colorado State Engineer** and the **District** with the cooperation of the **operating agency**.

### **Article V - FISHERY AND RECREATION**

The **permanent fishery pool** shall be operated in accordance with the following principles:

1. Water for the initial filling and for replacing evaporation and seepage losses will be acquired by the State of Colorado without interference to the **District water supply** or without interference to usable Stateline flows, or without additional cost to the **District** or the United States for the Trinidad Project as envisioned in House Document No. 325. In the specific case of the 11,467 acre-feet allocated

to the **permanent fishery pool** pursuant to the Final Environmental Assessment for Revision of the Water Control Manual to Allocate Excess Storage in Trinidad Lake, Las Animas County, Colorado, U.S. Army Corps of Engineers, dated September 1994, the initial filling shall only be made using waters imported into the Arkansas River basin from other river basins, either by direct importation or by exchange pursuant to the laws of Colorado. The initial filling and the replacement of evaporation and seepage shall be made according to the following procedures:

- (a) All water rights on the Purgatoire River downstream of Trinidad Reservoir will be satisfied during the period of any exchange;
- (b) Prior to any exchange, the specific source of imported or native water, as limited by the Operating Principles for Trinidad Dam and Reservoir Project, as amended, will be verified by the **Colorado State Engineer**;
- (c) For each acre-foot of native water stored in Trinidad Reservoir by exchange, the Colorado Division of Parks will deliver an acre-foot of identifiable imported water, or native water whose consumptive use has been determined by final decree of the Colorado Water Court, to the Arkansas River at the Las Animas gaging station;
- (d) Transit losses between the source of supply for an exchange and the Las Animas gage will be determined and assessed by the **Colorado State Engineer**, using the "Livingston Method" or other suitable means, to assure that a "one for one" exchange is accomplished.

The **Colorado State Engineer** will report and account contemporaneously and annually to the Arkansas River Compact Administration on the initial filling and replacement of evaporation and seepage in the **permanent fishery pool**.

2. The State of Colorado, Department of Natural Resources, Colorado Division of Parks and Outdoor Recreation, may acquire the rights to and use water stored in the **irrigation capacity** for the purpose of **permanent fishery pool** so long as the requirements of paragraph IV.B.4.(b) above are followed.
3. In the accounting for water in storage, evaporation and seepage losses due to the **permanent fishery pool** shall be determined using the most recent data available by the **Colorado State Engineer** and the **District** with the cooperation of the **operating agency**.
4. There shall never be any release or transfer of water from the **permanent fishery pool** excepting by necessity of dam safety or flood emergency operations as determined by the Corps of Engineers, District Engineer.

## **Article VI - REVIEW AND AMENDMENT**

These Operating Principles may be subject to review and amendment not more than once a year at the request of any of the parties' signatory; provided, that at least one review shall be accomplished within the first 10 years following completion of the Trinidad Dam and at least one review shall be accomplished every 10 years thereafter. The primary object of such reviews will be obtaining optimum beneficial use of water as conditions change, operating experience is gained, and more technical data become available.

### **FIVE CONDITIONS**

#### State of Kansas

1. All inflows over established Colorado water rights (1,156.05 c.f.s.) be designated flood flows and released as promptly as downstream conditions permit. The only time water so designated may be stored in the conservation pool will be when John Martin Reservoir does not have the capacity to store additional water.
2. Any subsequent amendment of the Operating Principles should be subject to review and approval of the same interests as provided for in the original procedure.
3. Assurances that there will be no significant increase in water use, which would result in a depletion of water yield to other Colorado and Kansas water users.
4. That 5 years after beginning operation of the Trinidad Reservoir for irrigation purposes, the Operating Principles be reviewed to determine the effect, if any, the operation has had on other Colorado and Kansas water users and the principles amended as necessary. Each 10 years thereafter, reviews should be provided with amendments as needed.
5. All operating records be open for inspection by any qualified representative of the Arkansas River Compact Administration.

The Bureau of Reclamation concurs fully with the "Operating Principles" as set forth above, and further agrees with the five conditions noted and suggested by the State of Kansas, also stated above.

OPERATING PRINCIPLES  
TRINIDAD DAM AND RESERVOIR PROJECT  
2018 AMENDMENTS APPROVED

\_\_\_\_\_  
James Rizzuto  
Chairman  
Arkansas River Compact Administration

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Colyer, M.D.  
Governor  
State of Kansas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ralph Gagliardi  
President  
Purgatoire River Water Conservancy District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Larry D. Caswell, Jr.  
Lieutenant Colonel, U.S. Army  
District Commander  
USACE, Albuquerque District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael S. Black  
Regional Director  
Great Plains Region  
Bureau of Reclamation

\_\_\_\_\_  
Date

**EXHIBIT B**  
**PURGATOIRE RIVER WATER CONSERVANCY DISTRICT**  
**OPERATING CRITERIA**

**AMENDED AND RESTATED 2018**

These Operating Criteria set forth in detail the criteria governing the **District's** administration of the **District** water supply in conformity with the general principles and provisions contained in the "Operating Principles - Trinidad Dam and Reservoir Project." The **District** shall be responsible for administering the delivery of the **District water supply** for municipal and industrial uses, and the irrigation of the **District irrigable area** in accordance with these Operating Criteria and the above mentioned **general Operating Principles**.

Agreements, satisfactory to the Secretary of the Interior, shall be entered into between the **District** and the ditch companies and other owners of affected water rights to insure that these criteria and the operation described herein shall be adopted. In order that the repayment ability of the **District** will not be impaired, such agreements shall include provision for differential water charges within the **District irrigable area** reflecting payment capacities by land classes and variation in benefits accruing to each ditch system.

The details of the Operating Criteria are contained in the following five parts:

- Part A – "Definitions"
- Part B – "Allocations"
- Part C – "Operations"
- Part D – "Evaporation and Seepage"
- Part E – "Exercise of Water Right"

Provisions for review and amendment of these Operating Criteria are contained in the following part: Part F – "Review and Amendment."

**Part A - Definitions**

The definition of terms as used in the "Operating Principles - Trinidad Dam and Reservoir Project" applies in these criteria in addition to the following definitions as used herein:

1. **"General Operating Principles"** means the current Operating Principles - Trinidad Dam and Reservoir Project.
2. **"Model Space Reservation"** means the 6,000 acre-feet of space reserved within the **irrigation capacity** of Trinidad Reservoir for storing water, as available, for the use of the Model Land & Irrigation Company, the City of Trinidad, and **State Parks**.
3. **"Model Account"** means the quantity of water in storage within the **Model space reservation** which will be used exclusively for diversion to Model lands and other District

Irrigable Areas with the consent of the Model Land & Irrigation Company pursuant to Part B (12), and for municipal and industrial use by the City of Trinidad and State Parks.

4. **"Municipal and Industrial Use"** (sometimes referred to as **"M&I Use"**) means all municipal uses, such as, but not by way of limitation, domestic, commercial, manufacturing, industrial, agricultural, watering of parks and lawns and gardens, fire protection, generation or electric power and power generally, recreation, fish and wildlife propagation, sewage treatment, street sprinkling, maintenance of adequate storage reserves, maintenance of the **permanent fishery pool**, evaporation replacement, other replacement, augmentation for all beneficial uses, and exchange.

5. **"Project Account"** means the quantity of water in storage within the **irrigation capacity** of Trinidad Reservoir, other than that in the **Model account**.<sup>1</sup>

6. **"Trinidad Delayed' Return Flow Account"** means water stored in any space reserved for storage by the City of Trinidad and dedicated for delayed return flows that the City of Trinidad is obligated to release. The **Trinidad delayed return flow account** may be used and may carry over storage from year to year but may not be used so as to impair the **District water supply** in subsequent years as stated in the contract between the City of Trinidad and the **District** dated April 20, 1966, and as interpreted and agreed to in the stipulation entered into in Case No. 86CW39, District Court, Water Division No. 2, State of Colorado.

7. **"Trinidad Storage Account"** means water stored in any space reserved for storage by the City of Trinidad, including storage available to the City of Trinidad pursuant to the provisions of an agreement dated April 20, 1966 between the City of Trinidad and the **District**. The **Trinidad storage account** may carryover storage from year to year and may be used to store transmountain water, but may not be used so as to impair the **District** water supply in subsequent years as stated in the contract between Trinidad and the District dated April 20, 1966 and as interpreted and agreed to in the stipulations between Trinidad and the District, entered into in Case No. 86CW39, District Court, Water Division No. 2, State of Colorado.

8. **"Transferred Model Right"** means the Model storage right of 1908 which has been transferred from its original site and owner to Trinidad Reservoir and the District and made part of the **District storage right**.

9. **"State Parks"** means the State of Colorado, Department of Natural Resources, Division of Parks and Outdoor Recreation.

10. **"State Parks Account"** means water stored in any space reserved or leased for storage by **State Parks** and dedicated for delayed return flows that **State Parks** is obligated to release and

---

<sup>1</sup> The Project Account may include subaccounts for accounting purposes to replicate historic return flows patterns on lands "removed from irrigation" as that term is defined in the General Operating Principles, consistent with these Operating Criteria.

for carry-over of **State Parks'** portion of consumable water credits from the change of the water rights of the Model Land & Irrigation Company and for replacement of evaporation and seepage from the **permanent fishery pool**. The **State Parks account** may not be used so as to impair the **District water supply** in subsequent years.<sup>2</sup>

## **Part B - Allocations**

As set forth in Article IV of the **General Operating Principles**, an allocation will be made to provide each acre of the **District irrigable area** an equitable share of the **District water supply**, provided such allocation will not exceed the irrigation requirement at the farm headgate. The following details shall apply to the allocation:

1. In advance of the **irrigation season** the **District** shall determine the reasonable minimum **District water supply** expected to be available for allocation for the following **irrigation season**. This determination shall be based on the water currently in storage, plus the reasonable minimum **reservoir inflow** and stream gains below Trinidad Dam which are forecasted to be available to the **District** during the **irrigation season**, less the **reservoir** evaporation chargeable to the **irrigation capacity** and less that quantity reserved for the Model Land & Irrigation Company as provided for in Part B.1(a) below and less that quantity in storage in the **Trinidad storage account**, and less any remaining water stored in the **Trinidad delayed return flow account**, and less that quantity in storage in the **State Parks account**.

(a) In advance of the **irrigation season** the **District** shall reserve for the use of the Model Land & Irrigation Company (including the water conveyed and allocated to the City of Trinidad pursuant to an agreement between the City of Trinidad and the Model Land & Irrigation Company sometimes known as the "Separation Agreement" recorded at Instrument No. 200000649212 in the real estate records of Las Animas County hereinafter "the Trinidad Model Account Water" and the water in the Model Account changed for use by State Parks in Case No. 03CW108 hereinafter the "State Parks Model Account Water") a maximum of 1,200 acre-feet of that water presently in storage credited to the **Model account** and that which will be credited during the following **irrigation season** to the **Model account** in the manner hereafter set forth in "Part C - Operations."

2. In advance of the **irrigation season**, the **District** shall make the initial allotment based on the reasonable minimum **District water supply** expected to be available for allocation as determined in Part B.1 above.

3. The allotment shall be expressed as the total volume of water in acre-feet available at the river for the lands lying under each of the ditch systems so as to provide, with an allowance for the canal and lateral losses of the individual ditch systems, each acre of the **District irrigable area** an

---

<sup>2</sup> The State Parks Account may include subaccounts for accounting purposes to implement the Ruling and Decree of the Water Court issued in Case No. 03CW108 District Court, Water Division No. 2 consistent with these Operating Criteria.

equitable share at the farm headgate except as set forth in Part B.5(e) below.

4. For each acre of the **District irrigable area** which is to be withdrawn from irrigation pursuant to a change of water right, an amount of water shall be allocated on the same basis as other irrigable area within the **District**, except the Hoehne Ditch.

5. The initial allotment shall be made in the following manner:

(a) That part of the expected reasonable minimum **District water supply** that consists of stream gains below Trinidad Dam, which are divertible to the **District irrigable area** and **reservoir inflow** available for irrigation and **M&I use** shall be equitably allocated as part of the initial allotment to each acre of the **District irrigable area**.

(b) The water presently in storage credited to the **Model account** and the reasonable minimum expected to be credited to the **Model account** during the following **irrigation season**, exclusive of that reserved under Part B.1(a) above, shall be allocated as part of the initial allotment to the acreage of the Model Land & Irrigation Company, but limited to the extent that such allotment plus the allocation made under Part B.5(a) above, will not exceed irrigation requirements.

(c) The water presently in storage credited to the **Project account** and the reasonable minimum expected to be credited to the **Project account** during the following **irrigation season**, other than water in **Trinidad storage account**, the **Trinidad delayed return flow account**, and **State Parks account** from previous seasons, shall be allocated as part of the initial allotment to each acre of the **District irrigable area** other than those of the Model Land & Irrigation Company so that each acre receives an allotment equivalent to that of the acreage of the Model Land & Irrigation Company, subject to the requirements of the rulings in Case No. 86CW025, District Court, Water Division No. 2.

(d) The **Project account**, other than that in **Trinidad storage account**, the **Trinidad delayed return flow account**, and **State Parks account** from previous seasons, not allocated under Part B.5(c) above shall be equitably allocated as part of the initial allotment to each acre of the **District irrigable area**, subject to the requirements of the rulings in Case No. 86CW025, District Court, Water Division No. 2.

(e) If the **Project account** is insufficient to furnish an allotment equivalent to that allocated from the **Model account** as in Part B.5(b) above, then the initial allotment to the acreage of the Model Land & Irrigation Company will exceed the initial allotment to the other acres of the **District irrigable area**, subject to the requirements of the rulings in Case No. 86CW025, District Court, Water Division No. 2.

6. If, as the **irrigation season** advances, more water than expected becomes available as the **District water supply**, an additional allotment will be added to the existing allotment according to the provisions in Part B.5 above.



7. Water allocated under Parts B.5 and B.6 from the **District water supply** to acreage historically irrigated by water rights owned or controlled by the City of Trinidad (not including the 500 acre-feet of Model Storage Account water conveyed to the City of Trinidad pursuant to paragraph 2(c) of the Separation Agreement and up to 1,200 acre feet of "Emergency Drought Water" pursuant to paragraph 8(b) of the Separation Agreement) shall be made available for use by the City of Trinidad or its designees only when the ditch company which historically delivered water to acreage historically irrigated is calling for its allocation, and as follows:

(a) For each acre-foot of water allocated to the John Flood Ditch and Model Ditch and **removed from irrigation** by the City of Trinidad:

1) 0.65 acre-feet (65%) may be transferred to the **Trinidad storage account** in Trinidad Reservoir for immediate application or storage and subsequent application.

2) 0.25 acre-feet (25%) shall be delivered to the John Flood Ditch river headgate (the same as the Model Ditch headgate) and returned to or left in the Purgatoire River to maintain the historic return flow patterns to the Purgatoire River during the **irrigation season**.

3) 0.10 acre-feet (10%) shall be retained in a separate account in the **Trinidad delayed return flow account** for later release, at constant flow unless there is a determination by the **Colorado State Engineer** to release water at some other rate for efficiency of use to maintain **non-irrigation season** delayed return flow patterns to the Purgatoire River.

(b) Water allocated to acreage other than that **removed from irrigation** shall be released or made available for direct diversion and use by assignees and lessees of the City of Trinidad for irrigation of **District irrigable acreage** in accordance with these criteria and the operating principles.

8. State Parks may only request use of the State Parks Model Account Water with timely notice to the Model Land & Irrigation Company and the District. Water allocated under Parts B.5 and B.6 from the District water supply to acreage historically irrigated by the Model Land & Irrigation Company and now owned or controlled by **State Parks** shall be made available for use by **State Parks** or its designees only when the Model Land & Irrigation Company is calling for its allocation, and as follows:

(a) For each acre-foot of water allocated to the Model Ditch at the farm headgate and **removed from irrigation** by **State Parks**:

1) 0.64 acre-feet (64%) may be transferred to the **permanent fishery pool capacity** or **State Parks Account** for immediate storage.

2) 0.25 acre-feet (25%) shall be delivered to the Model Ditch river headgate

and returned to or left in the Purgatoire River to maintain the historic return flow patterns to the Purgatoire River during the **irrigation season**.

3) 0.10 acre-feet (10%) shall be retained in a separate sub-account within the **State Parks account** for later release, at constant flow unless there is a determination by the office of the **Colorado State Engineer** to release water at some other rate for efficiency of use, to maintain **non-irrigation season** delayed return flow patterns to the Purgatoire River.

4) 0.01 acre-feet (1%) shall be transferred to a subaccount of the State Parks account for purposes of replacing evaporation from the State Parks subaccount during storage and replacing transit losses associated with the delivery of said delayed return flows. Any water that is transferred to the State Parks subaccount that is not needed to replace such evaporative and transit losses may subsequently be transferred to the Permanent Fishery Pool.

9. Any part of an allotment that remains unused at the end of the **irrigation season** shall revert to the account from which it was allocated:

- (a) except for that water in the **Trinidad storage account** and the **Trinidad delayed return flow account** as set forth in Parts A.6 and A.7 which has been made available for use by the City of Trinidad or its designees as specified in Part B.7 above; and
- (b) except for that water in the **State Parks account** as set forth in Part A.10 which has been made available for use by **State Parks** as specified in Part B.8 above; and
- (c) except for water stored for release during the non-irrigation season to maintain historical return flow patterns for lands “removed from irrigation” as that term is defined in the General Operating Principles, subject to compliance with the Operating Principles.

10. Each ditch will be responsible for administering and maintaining records of District allocations to the owners of lands or water rights under that ditch so as to assure proper scheduling and delivery of each user's allotment.

11. Any future increase in transportation efficiencies derived from improved facilities shall accrue to the benefit of those responsible for the improvement of facilities to the extent such water will still be used beneficially and in accordance with the **Operating Principles**.

12. Nothing herein shall be construed to prevent rental of part or all of an allocation from one portion of the **District irrigable area** to another.

### **Part C - Operations**

The water stored in the **irrigation capacity** will be credited to two accounts, the **Model account** and the **Project account**. The **Trinidad storage account**, the **Trinidad delayed return flow account**, and the **State Parks account** will be sub-accounts of the **Project account**. The following criteria apply to the operation of these two accounts.

I. General Provisions

(a) Water credited to the **Model account** shall be stored only in the **Model space reservation**. Water shall be stored in the **Model space reservation** under the **transferred Model right** in the manner set forth in Parts C.2(a) and C.2(b) below.

(b) Water credited to the **Trinidad storage account** and the **Trinidad delayed return flow account** shall be stored in the manner set forth in Part B.7(a). The City of Trinidad may also store transmountain water or other storage water rights which the City of Trinidad may lawfully deliver to Trinidad Reservoir for its use in the **Trinidad storage account**.

(c) Water credited to the **State Parks account** shall be stored in the manner set forth in Part B.8(a). **State Parks** may also store transmountain water or other storage water rights, which **State Parks** may lawfully deliver to Trinidad Reservoir for its use in the **State Parks account** or the **permanent fishery pool capacity**.

(d) Water credited to the **Project account** may be stored in any of the **irrigation capacity** not occupied by the **Model account** so long as such storage does not interfere with the crediting of water to the **Model account**.

(e) The cumulative total of water credited to the **Model account** shall be limited to 6,000 acre-feet in any one year period beginning at the end of the **irrigation season** and the maximum quantity in the **Model account**, including holdover storage, shall be limited to 6,000 acre-feet at any time.

(f) That quantity reserved for the use of the Model Land & Irrigation Company (including the Trinidad Model Account Water and the State Parks Model Account Water) under Part B.1(a) shall be retained in the **Model account** until the **Project account** is determined empty by the **District**, at which time it will become available for the use by the Model Land & Irrigation Company, the City of Trinidad, and **State Parks** within the **District**. Such water may be used by the City of Trinidad and **State Parks** for **M&I uses**, but it may not be transferred to the **Trinidad storage account** or the **permanent fishery pool**; if not used, such water will be retained in the **Model account**. Such water may be used by the City of Trinidad and **State Parks** for only one use and may not be successively used nor the return flow therefrom reused.

2. Manner of Crediting

(a) Storing during the non-irrigation season

1) **Reservoir inflow** stored under the **transferred Model right** during the **non-irrigation season** will be credited one-third to the **Model account**, and two-thirds to the **Project account** until the limitations defined in Part C.1(e) above are reached, after which all **reservoir inflow** storable under the **transferred Model right** will be credited to the **Project account**.

2) All **reservoir inflow** storable in the **unused sediment capacity** during the **non-irrigation season** shall be stored and credited to the **Project account**.

(b) Storing during the irrigation season

1) Of the first 300 cubic feet per second of **reservoir inflow**, that portion not required for the current actual irrigation requirements shall be stored and credited to the **Project account**.

2) During the **irrigation season**, inflow to the **reservoir** in excess of a daily mean of 300 cubic feet per second of time or current actual irrigation requirements, whichever is greater, shall be stored in the **Model account** until filled; thereafter, such excess shall be stored in the **Project account** until filled, at which time any excess may be utilized under Model direct-flow rights and John Flood rights up to a total of 323.63 cubic feet per second.

3) All **reservoir inflow** storable in the **unused sediment capacity** during the **irrigation season** shall be stored and credited to the **Project account**.

3. Manner of Release When the **reservoir inflow** and stream gains below Trinidad Dam which are divertible to the **District irrigable area** are insufficient to meet **District** irrigation requirements, releases will be made from the **irrigation capacity** within allotments to augment the available direct-flow supplies. These releases will be made as part of the allocated **District water supply** from the two accounts and three sub-accounts as follows:

(a) Such releases for land, other than lands of the Model Land & Irrigation Company, shall be charged to the **Project account**.

(b) When the **Model account** is over 1,200 acre-feet such releases attributable to lands of the Model Land & Irrigation Company shall be charged to the **Model account**.

(c) When the **Model account** is 1,200 acre-feet or less such releases attributable to lands of the Model Land & Irrigation Company shall be charged to the **Project account**.

(d) The 1,200 acre-feet maximum reserved for the use of the Model Land & Irrigation

Company (including the Trinidad Model Account Water and the State Parks Model Account Water) under Part B.1(a) shall be released or made available at the request of the Model water users, the City of Trinidad, or **State Parks** after the **Project account** is determined empty by the **District**.

(e) Releases from the **Trinidad storage account** shall be made upon the request of the City of Trinidad.

(f) Releases from the **Trinidad delayed return flow account** shall be made as set forth in Part B.7(a)3 above.

(g) Releases from the **State Parks account** shall be made as set forth in Part B.8(a)3 above.

4. The daily deliveries of the **District water supply** will largely be governed by the requests by the ditches, the City of Trinidad, or **State Parks** to receive water remaining in their allotments for their irrigation or **M&I uses**. However, the District shall reserve the right to maintain a schedule of diversions when necessary to reduce transportation losses and to facilitate irrigation practices.

#### **Part D - Evaporation and Seepage Losses**

As provided in the **Operating Principles**, the evaporation and seepage losses to water stored in the **irrigation capacity** or the **permanent fishery pool capacity** shall be determined using the most recent data available by the **Colorado State Engineer** and the **District** with the cooperation of the **operating agency**. The following criteria are necessary to accomplish the accounting of water stored in the **reservoir**.

##### 1. Evaporation Losses

(a) The evaporation loss to be charged against the **irrigation capacity** shall be determined as the evaporation from the water surface area that would occur if the water stored under the **District storage right** for irrigation and **M&I uses** were the only water stored in Trinidad Reservoir.

(b) The evaporation loss to be charged against the **permanent fishery pool** shall be determined as the increase in evaporation occurring as a result of the increase in **reservoir** water surface area occasioned by the addition of the **permanent fishery pool** to water stored within the **irrigation capacity**.

2. Seepage Losses The proportion of the **reservoir** seepage loss resulting from water stored in the **irrigation capacity** or the **permanent fishery pool capacity** shall be the proportion of water stored in that capacity to the total water stored in the **reservoir**.

(a) The proportion of **reservoir** seepage loss resulting from water stored in the

**irrigation capacity** shall be charged against the **District water supply**.

(b) The proportion of **reservoir** seepage loss resulting from the **permanent fishery pool** shall be charged against the **District water supply** to the extent it is divertible in a manner consistent with the Operating Criteria for irrigation or stock water use, except that if there is no **District water supply** available such **reservoir** seepage will be replaced by **reservoir inflow**.

If the **reservoir inflow** is insufficient for making such replacement, the deficit will be charged against a future **District water supply**.

(c) The proportion of **reservoir** seepage loss resulting from the **permanent fishery pool** not divertible in a manner consistent with the operating criteria for irrigation or stock water use shall be charged against the **permanent fishery pool**.

#### **Part E - Exercise of Water Rights**

As provided in Article IV of the **Operating Principles**, the **District** may not exercise any of the direct flow water rights when the **irrigation capacity** is determined to be empty by the District. When the **irrigation capacity** is determined to be empty, the **reservoir** inflow and stream gains below Trinidad Dam which are divertible to the **District irrigable area** may be diverted by the water right owners exercising their rights in priority and the Model Land & Irrigation Company, the City of Trinidad, and **State Parks** may use the quantity of water reserved under Part B.1(a), provided no diversion be made in excess of the irrigation requirement for any portion of the **District irrigable area**. These Operating Criteria do not otherwise apply when the water right owners are exercising their rights in priority. Whenever **reservoir** inflow and stream gains below Trinidad Dam which are divertible to the **District irrigable area** should thereafter exceed such requirements, the **District** shall resume exercise of the direct flow water rights and shall store the excess under the **District storage right**.

The following details shall apply in determining when the **irrigation capacity** is empty.

1. The **District** shall declare in writing to the **Colorado State Engineer, State Parks**, the **operating agency**, and the **District** water users, the date, ten days in advance, on which the **irrigation capacity** will be considered empty and diversion by priority appropriation begin. Such data shall be based on the date the **irrigation capacity**, less that quantity reserved to the Model Land & Irrigation Company, the **Trinidad storage account**, the **Trinidad delayed return flow account**, the **State Parks account**, and water stored for release during the non-irrigation season to maintain historical return flow patterns for lands “removed from irrigation” as that term is defined in the General Operating Principles, subject to compliance with the Operating Principles, would be drawn down to less than one day's run of water if used to fully satisfy the current irrigation requirement of the **District irrigable area**.

2. The manner in which the ditches request delivery of their allotment shall not affect the

declared date.

3. The declared date may be adjusted to compensate for changing water supply conditions. Notice of such adjustment shall be given by the **District** to the parties listed in Part E.1 above by whatever means the **District** shall find most likely to convey such notice to said parties in relation to the circumstances of such adjustment.

4. The date the **irrigation capacity** is determined to be empty shall also be the date the **Project account** is considered empty and **the District water supply** considered consumed.

#### **Part F - Review and Amendment**

These operating criteria may be subject to review by the **District** and the Bureau of Reclamation once each year and shall be subject to at least one review every 10 years. The object of such reviews will be amending these criteria to obtain the optimum beneficial use of water as conditions change, operating experience is gained, and more technical data become available.





**Attachment B—Table-1-Proposed Volumetric Limits and Acres for the Proposed 2018 Operating Principles Amendment.**

	Decreed Volumetric Limits					Calculated Volumetric Limit	Proposed Volumetric Limits for Amended Operating Principles	
	Case No. 88CW61	Case No. 06CW78	Case No. 08CW101	Pioneer Property Case No. 17CW3073	Totals			
April	220	15	21	TBD	256	257.2	257	
May	345	23	34		402	403.4	403	
June	565	38	55		658	660.6	661	
July	685	46	67		798	800.9	801	
August	620	41	60		721	724.9	725	
September	345	23	34		402	403.4	403	
October	160	11	16		187	187.1	187	
<b>Decreed Annual Totals</b>	<b>2802</b>	<b>187</b>	<b>272</b>			<b>3261</b>	<b>3276.2</b>	<b>3276</b>
<b>Associated acreage that has been or will be taken out of irrigation, dried up, and revegetated.</b>								
Under John Flood Ditch	843.3	88.0	128.4	112.0	1,171.7		1171.7	
Under Model System	373.7	0	0	0	373.7		373.7	
Total Acres Dried Up	1217.0	88.0	128.4	112.0	1,545.4			
Notes:								
<sup>1</sup> The volumetric limits in Case No. 88CW61 and in the 2004 Operating Principles were based on dry-up of no more than 948 acres in the John Flood Ditch plus 373.7 acres in the Model system, for a total of 1,321.7 acres. Para 15 of decree in 88CW0601 and Para B.4(a)(1) of the 2004 Operating Principles.								
<sup>2</sup> The actual area to be dried up under 88CW61 was 843.3 acres under the John Flood Ditch plus 373.7 acres under the Model system, for a total of 1,217.0 ac. Para 6 of Trinidad and New Johns Flood Ditch Company Stipulation for 843.3 acres.								
<sup>3</sup> Annual volumetric limits in decree for 88CW061 of 2,802 acre-feet was based on 2.12 acre-feet of historical consumptive use per acre and 1,321.7 acres. (2004 Operating Principles.								
<sup>4</sup> Trinidad acquired the water rights associated with the Pioneer Property, which includes 112 acres of irrigated area under the John Flood Ditch. These water rights are subject to the pending Water Court application in Case No. 17CW3073.								
<sup>5</sup> Total irrigated area to be dried up in 88CW61, 06CS78 and 08CW101, and Pioneer property is 1,545.4 acres as shown above.								
<sup>6</sup> By proportions for the 1,545.4 acres in Trinidad’s cases, the total volumetric limits in the Operating Principles should be increased by 1.16925 (ratio 1,545 ac to 1,321.7 acres.								
<sup>7</sup> Annual volumetric limits for amended Operating Principles should be 3,276 acre-feet (2,802 x 1.16924). Monthly volumetric limits are calculated similarly in 88CW61.								
<sup>8</sup> Proposed volumetric limit of 3,276 acre-feet can be calculated as 2.12 acre-feet per ac, multiplied by 1,545.4 acres = 3,276 acres.								
Source: Wheeler and Assoc. 2018.								



**Attachment C—Proposed Amendment to Operating Criteria, Trinidad Dam and Reservoir Project**

- (1) Only water attributable to the historic consumptive use on acreage **removed from irrigation**, limited to ~~948~~-1171.7 acres under the Johns Flood Ditch system and 373.7 acres under the Model Land and Irrigation Company system, may be made available for M&I storage or **permanent fishery pool** storage. Water deliveries shall be limited to the following volumes, which shall not include the volumes retained in storage for later release to maintain historic delayed return flow patterns to the Purgatoire River:

	Maximum Monthly Water Deliveries (acre-feet)
Apr	<u>220 257</u>
May	<u>345 403</u>
Jun	<u>565 661</u>
Jul	<u>685 801</u>
Aug	<u>620 725</u>
Sep	<u>345 403</u>
Oct	<u>160 187</u>
Nov - Mar	0
Annual Total	<u>2,802 3276</u>