

# Upper Gunnison River Water Conservancy District

## MEMORANDUM

# DRAFT

1997

TO: Dick Bratton

FROM: Tyler Martineau *TM*

DATE: August 25, 1997

SUBJECT: Aspinall Depletion Allowance and Gunnison Basin Augmentation Agreement.

Attached is a rough draft of a proposal for an agreement with the Bureau of Reclamation to address Aspinall depletion allowance and Gunnison Basin augmentation issues. I have built upon the "whole enchilada" concept that was outlined by David Hallford in June. This proposal addresses augmentation needs for junior water rights below as well as above the Aspinall Unit. If the River District approves the proposal could be simplified to just address augmentation needs for junior water rights above the Aspinall Unit.

### PROPOSAL FOR ASPINAL DEPLETION ALLOWANCE AND GUNNISON BASIN AUGMENTATION

#### Objective

An agreement is needed between the United States and Gunnison Basin water user organizations which would protect existing and future water rights throughout the Gunnison Basin against administrative call by large senior water rights on the mainstem of the Gunnison River. The mainstem water rights fall into two groups. The first group includes the water rights of the Wayne N. Aspinall Unit (formerly known as the Curecanti Unit) of the Colorado River Storage Project. The second group includes all other downstream senior water rights such as the Gunnison Tunnel, the Redlands Power Canal, and the Black Canyon of the Gunnison federal reserved water right. The agreement would:

- 1) Implement prior commitments of the United States that up to 60,000 acre-feet of depletions of water for beneficial use in the Upper Gunnison River Basin above the Aspinall Unit under water rights of the United States and its contractors which are junior in priority to the Aspinall Unit will not be reduced as a result of the diversion, storage, distribution, and use of water under the Aspinall Unit water rights.

- 2) Provide for the management of Taylor Park Reservoir and the Aspinall Unit in a manner which will protect in-basin water rights against administrative call by downstream senior rights such as the Gunnison Tunnel, Redlands Power Canal, and Black Canyon federal reserved water right. Under this plan releases would be made from the Taylor Park Reservoir Refill and/or from the Aspinall Unit so that in-basin depletions under junior rights may continue when they might otherwise be called out by downstream senior water rights.

### **Implementation**

In order to meet the objectives described above the agreement should address the following:

Aspinall Unit Depletion Allowance  
Upper Gunnison Project Water Rights  
Aspinall Unit Water Management  
Taylor Park Water Management  
Blue Mesa Water Service  
Environmental Compliance and Section 7 Consultations

### **Aspinall Unit Depletion Allowance**

The agreement would provide for the United States to forego calling with the Aspinall Unit water rights against up to 60,000 acre-feet of in-basin depletions under water rights junior to the Aspinall Unit. Participants in the agreement would be the Bureau of Reclamation, the Colorado River Water Conservation District and the Upper Gunnison River Water Conservancy District.

- \* The agreement would be in the nature of a power and storage interference agreement, and would not be considered water service by exchange.
- \* The agreement would describe how depletions under water rights junior to the Aspinall Unit would be accounted for. Depletions against which the United States foregoes its call would be charged by the State Engineer against the annual fill of Blue Mesa Reservoir in order to prevent injury to other upstream juniors. Included as a depletion within the accounting would be water consumptively used through evapotranspiration, reservoir evaporation, and domestic uses. Water which is diverted, and subsequently returns after a delayed period of time would not be counted as a depletion under the accounting.
- \* Water rights included in the depletion accounting would be:
  - Absolute adjudicated water rights
  - Equal in priority or junior to the Aspinall Unit
  - Beneficial use must occur entirely within the Gunnison Basin
  - No limitation as to water rights ownership.

- Beneficiaries must contract with the UGRWCD or CRWCD.
  - Would include, among other water rights, the Upper Gunnison Project, and the Taylor Park Reservoir refill
  - Newly adjudicated absolute water rights would be periodically permitted to be added to the depletion accounting until the allowance is used up
- \* 40,000 acre-feet of the depletion allowance would be managed by the UGRWCD for the drainages above Blue Mesa Reservoir.
  - \* 20,000 acre-feet of the depletion allowance would be managed by the CRWCD for the drainages between Blue Mesa Dam and Crystal Dam.
  - \* The implementation of the Aspinall depletion allowance would be at no cost to the districts.
  - \* Additional Issues to be resolved by the parties:
    - Term of the agreement
    - Priority as between beneficiaries of the depletion allowance

#### Upper Gunnison Project Water Rights

In order to offset the effect of counting the Aspinall depletion allowance against the fill of Blue Mesa Reservoir, the agreement would provide for Bureau of Reclamation to lease from the Upper Gunnison River Water Conservancy District a substantial portion of the yield of the Upper Gunnison Project water rights for use by the Bureau at Blue Mesa Reservoir.

- \* The UGRWCD would seek a water right change which would add alternate points of diversion for the Upper Gunnison Project at Blue Mesa Reservoir.
- \* The lease of water to the Bureau would be at no cost.
- \* The Upper Gunnison Project water rights would also play a role in providing augmentation for junior water rights in the basin. The place of storage may be in Upper Gunnison Project reservoirs or in Blue Mesa Reservoir.

#### Aspinall Unit Water Management

The agreement would provide that releases of stored water from the Aspinall Unit, insofar as they are available as an incidental result of Aspinall Unit operations, would be in such quantity as will continue the historic practice of satisfying water rights prior to the Aspinall Unit which divert from the Gunnison River below the Aspinall Unit. The agreement would spell out conditions under which the Aspinall Unit would be operated to remove the need for administrative calls by downstream Gunnison River mainstem users senior in priority to the Aspinall Unit.

- 2) Provide for the management of Taylor Park Reservoir and the Aspinall Unit in a manner which will protect in-basin water rights against administrative call by downstream senior rights such as the Gunnison Tunnel, Redlands Power Canal, and Black Canyon federal reserved water right. Under this plan releases would be made from the Taylor Park Reservoir Refill and/or from the Aspinall Unit so that in-basin depletions under junior rights may continue when they might otherwise be called out by downstream senior water rights.

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