

**FIRST AMENDMENT TO THE TOWN OF CASTLE ROCK AND PARKER
WATER AND SANITATION DISTRICT WHEELING AGREEMENT**

This **FIRST AMENDMENT** (the “First Amendment”) to the Town of Castle Rock and Parker Water and Sanitation District Wheeling Agreement dated March 6, 2018 (the “Wheeling Agreement”), is made and entered into this ____ day of _____, 2025, by and between the Parker Water and Sanitation District, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes, (“PWSD”) and the Town of Castle Rock, a Colorado home rule municipality, acting by and through the Castle Rock Water Enterprise (“Castle Rock”) (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the Parties operate water delivery systems to provide water service to their customers; and

WHEREAS, the Parties are members of the South Metro WISE Authority, which was formed to manage the delivery of excess water from Denver Water and Aurora Water to the members of the South Metro WISE Authority under the terms of the 2013 WISE Partnership - Water Delivery Agreement by and between Denver Water, Aurora Water, and the South Metro WISE Authority (the "WISE Agreement"); and

WHEREAS, the purpose of the Wheeling Agreement was to establish the terms and conditions pursuant to which PWSD will wheel potable water owned or controlled by Castle Rock (“CR Water”) through certain water delivery infrastructure, specifically, the RidgeGate Infrastructure, the Midsection Infrastructure, and the Canyons Infrastructure (the “Wheeling Infrastructure”) and

WHEREAS, Paragraph 2.A of the Wheeling Agreement describes the obligation of PWSD to transport CR Water from the point where CR Water is introduced into the Wheeling Infrastructure (the “Point of Receipt”) to the point where the CR Water is delivered from the Wheeling Infrastructure to Castle Rock (the “Point of Delivery”); and

WHEREAS, the Parties now wish to amend Paragraph 2.A to provide a new delivery mechanism for CR Water and establish a new set of protocols related to such delivery.

NOW, THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the receipt and adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows:

1. **Amendment.** Section 2.A of the Wheeling Agreement is amended to read as follows:

“2. **TRANSPORTATION OF CASTLE ROCK WATER BY PWSD**

A. PWSD shall transport CR Water from the Point of Receipt to the Point of Delivery in an amount and at a water transportation charge in accordance with the terms of this Agreement. The volume of water received by PWSD at the Point of Receipt shall be measured by a meter owned and operated by PWSD located at the Point of Receipt. The volume of water delivered by PWSD to Castle Rock at the Point of Delivery shall be measured by a meter owned and operated by PWSD in coordination with a valve located at the Point of Delivery that connects the PWSD and Castle Rock water delivery systems (the “PWSD Valve”). The following protocols for the delivery of CR Water to Castle Rock are hereby established by the Parties:

- i. The PWSD valve shall be the delivery point of CR Water to Castle Rock.
- ii. The PWSD valve shall be the controlling valve for CR Water deliveries.
- iii. The schedule for deliveries to Castle Rock via the PWSD valve shall be provided by the South Metro WISE Authority.
- iv. PWSD shall use the following values to determine the set point:
 - a. CR Water Flow
 - b. Dominion Water and Sanitation District Flow
 - c. Adjustment Factor for the Smoky Hill Tank. (Normal operation is set to 1; but if the Smoky Hill Tank is ever at risk to overflow or drain, all WISE Partnership member flows will be adjusted to mitigate this risk.)
- v. Based on the criteria outlined above, PWSD shall set the controlling valve to deliver CR Water flows to Castle Rock.
- vi. At the time PWSD commences delivery of CR Water flows hereunder, Castle Rock shall open its valve to allow for the full flow to be delivered.
- vii. Castle Rock shall be responsible for monitoring set points to protect the Castle Rock system.
- viii. PWSD shall be responsible for monitoring set points to protect the PWSD system.”

2. **Ratification.** Except as modified herein, in all other respects, the Wheeling Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, this First Amendment is executed by the Parties as of the day and year first written above.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director, Castle Rock Water

ATTEST:

**PARKER WATER AND SANITATION
DISTRICT**

Heather Justus, Water Resource Manager



Ron Redd, General Manager