IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CITY OF POCATELLO, Petitioner, vs. IDAHO DEPARTMENT OF WATER RESOURCES, and MATHEW WEAVER in his capacity as the Director of the Idaho Department of Water Resources, Respondents.	Case No. CV01-25-19039
IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	

AGENCY RECORD ON APPEAL

Judicial Review from the Idaho Department of Water Resources
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RECEIVED
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BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**Docket No. _____** **CITY OF POCATELLO'S PETITION REQUESTING A HEARING ON WD01'S 2023 STORAGE REPORT**

COMES NOW the City of Pocatello ("Pocatello"), by and through its undersigned counsel, and hereby submits this petition pursuant to Idaho Department of Water Resources ("IDWR") Rules of Procedure 210 (IDAPA 37.01.01.210) and Idaho Code section 42-1701A(3) to request a hearing to contest Water District 01's ("WD01") allocation of stored water to Pocatello as set forth in the 2023 Storage Report.

BACKGROUND

On April 10, 2024, Pocatello received actual notice of WD01's publication of the final version of the 2023 Storage Report.[1] WD01's publication of the 2023 Storage Report, and the allocation of stored water to spaceholders contained therein, "constitutes an action of the Director." *City of Pocatello v. Idaho Water Resources Control Board*, Case No. 42CV-23-1668, *Amended Order on Cross Motions for Summary Judgment* at 19-20 (Twin Falls Dist. Ct., Jan. 10,

[1] A copy of the 2023 Storage Report is available at https://www.waterdistrict1.com/media/ibdgtgvj/2023-storage-report.pdf (last visited April 18, 2024).

2024). Consistent with Idaho Code section 42-1701A(3), Pocatello files this petition within fifteen (15) days of receipt of actual notice to contest this action and requests a hearing thereon.

REQUEST FOR HEARING

Pocatello is informed and believes that WD01's allocation of stored water to Pocatello's space in Palisades Reservoir in 2023 was erroneous and that it has been aggrieved thereby. Pocatello has not been previously afforded an opportunity for a hearing on the matter.

Pocatello's grounds for contesting the 2023 Storage Report include:

1. The application of WD01 Rental Pool Procedure 7.3 (a/k/a the "Last to Fill Rule") against Pocatello in 2023 was unlawful;

2. The allocation of stored water in 2023 was contrary to the Watermaster's duties as provided by the decree for Water Right No. 01-02068 and Idaho law; and

3. The allocation of stored water to Pocatello in 2023 in the amount of 46,590 acre-feet deprived Pocatello of stored water to which it was entitled under its contract with the Bureau of Reclamation, Contract No. 14-06-100-1825.

Accordingly, Pocatello respectfully requests that IDWR initiate formal proceedings to address this petition in accordance with IDWR Rules of Procedure 102 (IDAPA 37.01.01.102) and authorize discovery pursuant to IDWR Rules of Procedure 521 (IDAPA 37.01.01.521). Pocatello reserves the right to raise additional grounds for contesting the 2023 Storage Report as more facts may become available in the course of discovery.

Respectfully submitted this 25th day of April 2024.

SOMACH SIMMONS & DUNN

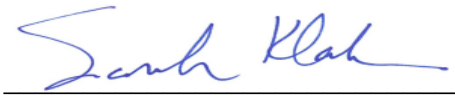
By_____
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of April 2024, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

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BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**Docket No.** _____ **SPACEHOLDERS' COMBINED MOTION TO INTERVENE & MEMORANDUM IN SUPPORT OF THE MOTION TO INTERVENE**

COME NOW, Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District (hereafter collectively referred to as "Spaceholders"), by and through their undersigned counsel of record, and hereby seek leave to intervene as Respondent-Intervenors in the above captioned action pursuant to Rules 350 through 354 of the Idaho Department of Water Resources and Idaho Water Resource Board ("IDWR" or "Department") found at IDAPA 37.01.01.01 et seq. Additionally, Spaceholders meet the requirements for intervention under I.R.C.P. 24(a) and (b) which further justifies granting this motion. This motion is supported by the *Memorandum in Support of Motion to Intervene*, filed herewith.

The Spaceholders move for the right to intervene as follows:

1. The Spaceholders have a direct, substantial, and protectable interest in the subject matter of this litigation because it involves a matter concerning the legitimacy of Water District 01 ("WD01") Rental Pool Procedures and the allocation of storage water in 2023. The Spaceholders hold unique storage water rights administered by WD01 and the subject matter of this litigation has the potential for immediate and future impacts and injuries to their storage water rights and the implementation and use of the WD01 Rental Pool.
2. This motion is timely as the *City of Pocatello's Petition Requesting a Hearing on WD01's 2023 Storage Report* was filed on April 25, 2024. IDWR has not substantively nor substantially heard the issues, and the Spaceholders' intervention and participation in this case will not cause undue delay. To the Spaceholders' knowledge, no pre-hearing conference date has been set, therefore the timing requirement of IDAPA 37.01.01.352 is satisfied (at least 14 days before the date set for formal hearing, or by the date of the initial prehearing conference, whichever is earlier).
3. Spaceholders satisfy the requirements for intervention as of right under both IDAPA 37.01.01 and I.R.C.P. 24(a). The Spaceholders have a direct and substantial interest (IDAPA 37.01.01.351) and significant, protectable interest (I.R.C.P. 24(a)) in the subject matter of this litigation, because it involves a matter of first impression concerning implementation of the WD01 Rental Pool Procedures. The Spaceholders hold various natural flow and storage water rights to the Snake River, and the subject matter of this litigation could have both

immediate and future impacts upon administration of those rights that are relied on by Spaceholders to satisfy the delivery of water to their landowners.

4. The Spaceholders also satisfy the requirements for permissive intervention under I.R.C.P. 24(b). The Spaceholders' defense has a question of fact or law in common with the main action, and intervention will not unduly delay or prejudice adjudication of the rights of the original parties.
5. The Spaceholders' interests are not protected by any party in this proceeding.
6. Disposition of the action has potential to impede Spaceholders' ability to protect their water rights, which are real property right interests under Idaho law.

Spaceholders' provide the *Memorandum in Support of the Motion to Intervene* as follows:

I. INTRODUCTION

On or about March 16, 2023, Petitioner filed a *Complaint for Declaratory Relief to Find the WD01 Rental Pool Procedures Void, to Find Rule 7.3 Unconstitutional, and for Damages from the Unconstitutional Taking of Property* with the Sixth District Court. On or about March 22, 2023, the *Summons* and *Complaint* were served on Defendants. On or about April 12, 2023, Defendants filed an *Answer to Complaint*. On February 1, 2024, Judge Wildman released the final *Judgment* and dismissed the case with prejudice. One of the issues identified in the *Judgment* was that Petitioners failed to exhaust their administrative remedies.

Therefore, on or about April 25, 2024, Petitioner filed the *Petition Requesting a Hearing on WD01 2023 Storage Report* before the Department. In response, Spaceholders now provide a memorandum in support of their *Motion to Intervene*.

II. STATEMENT OF RELEVANT FACTS

On April 10, 2024, the City of Pocatello ("Petitioner") received notice of WD01's publication of the final version of the *2023 Storage Report*. WD01's publication of the *2023 Storage Report* and the allocation of stored water to Spaceholders contained therein, "constitutes an action of the Director." *City of Pocatello v. Idaho Water Resources Control Board*, Case No. 42CV-23-1668.

Petitioner's grounds alleged for requesting a hearing and contesting the *2023 Storage Report* include:

1. The application of WD01 Rental Pool Procedure 7.3 (the "Last to Fill Rule") against Pocatello in 2023 was unlawful;

2. The allocation of stored water in 2023 was contrary to the Watermaster's duties as provided by the decree for Water Right No. 01-02068 and Idaho law; and

3. The allocation of stored water to Pocatello in 2023 in the amount of 46,590 acre-feet deprived Pocatello of stored water to which it was entitled under its contract with the Bureau of Reclamation, Contract No. 14-06-100-1825.

The Spaceholders are all located within WD01. Spaceholders are active participants in WD01's Rental Pool. The Spaceholders hold various natural flow water rights to the Snake River and storage water rights in the Upper Snake River Basin including Jackson Lake Reservoir, Palisades Reservoir, Island Park Reservoir, American Falls Reservoir, and Lake Walcott Reservoir.[1] Distribution of these water rights is administered by the WD01 watermaster, Craig Chandler. Spaceholders rely on these water supplies to deliver irrigation water to their respective landowners. Thus, the outcome of the actions sought by Petitioner has the potential for current

[1] The associated storage water rights are Lake Walcott (1-219), American Falls (1-2064, 1-10042, 1-10053), Palisades (1-2068, 1-10043) & Jackson Lake (1-4055, 1-10044, 1-10045). Burley Irrigation District has 155,395 acre-feet stored in American Falls Reservoir, 39,200 acre-feet in Palisades and 33.5% of 95,200 acre-feet in Lake Walcott. Idaho Irrigation District has 22,541 acre-feet in American Falls and 40,900 acre-feet in Palisades Reservoir. Fremont-Madison has 127,200 acre-feet in Island Park and 15,200 in Grassy Lake.

and future impacts to the Spaceholders' water rights and distribution of those rights, including during the 2024 irrigation season and future irrigation seasons. Relatedly, whether Petitioner's storage allocation in 2023 was properly distributed by the Watermaster hinges upon the Petitioner's contract with the Bureau of Reclamation and whether storage water should have been delivered to other impacted water rights resulting from Petitioner's groundwater pumping and implementation of the contract.

III. ARGUMENT

1. Spaceholders Should be Allowed to Intervene under IDAPA 37.01.01 (Rules 350 through 354).

IDAPA 37.01.01.353 establishes that motions to intervene should be granted if the motion is (1) timely filed, (2) shows a direct and substantial interest in any part of the subject matter of a contested case, and (3) does not unduly broaden the issues.

IDAPA states that timely motions to intervene must be filed at least fourteen (14) days before the date set for formal hearing, or the date of the initial prehearing conference, whichever is earlier, unless a different time is provided by order or notice. IDAPA 37.01.01.352. To the Spaceholders' knowledge, no date has been set for a formal hearing or prehearing conference. Since no hearings have yet been scheduled, Spaceholders satisfy the timing requirement.

Spaceholders should be granted the motion to intervene under IDAPA 37.01.01. The provision states that "A person who is not already a party to a contested case and who has a direct and substantial interest in the proceeding may petition for an order granting intervention as party to the contested case." IDAPA 37.01.01.350. As spaceholders whose interests will be directly affected and possibly harmed by the results of this case, due to their water rights being directly impacted, the Spaceholders are substantially interested in this proceeding and should be

granted the right to intervene for that reason and the other reasons described above related to the Spaceholders' water rights.

Finally, the Spaceholders interests do not broaden the issues in this matter. The focus of this proceeding is on the rental pool procedures that control distribution of water in WD01 and how water is properly allocated to the City of Pocatello's storage account. Those procedures directly overlap with the Spaceholders' interests in the proper distribution of their water rights in WD01. No additional issues arise due to the Spaceholders' intervention.

2. The Spaceholders are Entitled to Intervene as a Matter of Right Pursuant to I.R.C.P. § 24(a)(1) & (2).

The Spaceholders meet the requirements for intervention under civil law as well. Idaho Rules of Civil Procedure ("I.R.C.P.") provide for intervention of right in civil proceedings wherein, on timely motion, the court must permit anyone to intervene who:

> (1) Is given an unconditional right to intervene by an Idaho statute; or
>
> (2) Claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest.
>
> I.R.C.P. 24(a).

Considering the procedural history of when this case was initiated, the recent petition, and its current status, the Spaceholders meet the requirement for a timely motion for intervention.

The Spaceholders may also intervene as a matter of right pursuant to I.R.C.P. 24(a)(1) because Idaho statutes grant water users within a water district the "right" to have IDWR administer water rights appropriately in conformance with Idaho law. For example, I.C. § 42-602 states that the "director… shall have direction and control of the distribution of water from all

natural water sources within a water district to the canals, ditches, pumps, and other facilities diverting therefrom. Distribution of water within water districts… shall be accomplished by watermasters as provided in this chapter and supervised by the director." I.C. § 42-602. The Spaceholders are entitled to participate in any proceedings that have the potential to affect the status, definition, or administration of their natural flow or storage water rights.

The Spaceholders also meet the requirements to intervene as a matter of right pursuant to I.R.C.P. 24(a)(2). To satisfy I.R.C.P. 24(a)(2), an applicant must: 1) file a timely motion; 2) claim an interest in the property subject to the action; 3) demonstrate that it is so situated that the outcome will impair or impede its ability to protect that interest; and 4) that interest is not adequately protected by existing parties.

First, this motion to intervene is timely filed in light of the procedural history of this case and current administrative status. The Idaho Supreme Court has noted that "timeliness" for purposes of a motion to intervene is "determined from all the circumstances: the point to which the suit has progressed is not solely dispositive." *State v. United States*, 134 Idaho 106, 109 (2000). The City of Pocatello's *Petition Requesting a Hearing* in this case was filed on April 25, 2024. Since the administrative process is in the very earliest stages and no substantive determinations have been made, the Department should find this motion to intervene timely.

Second, the Spaceholders have an interest that is subject to this action. Courts have defined an "interest" pursuant to Rule 24(a) as a "significant protectable interest." *Donnelly v. Glickman*, 159 F.3d 405, 409 (9th Cir. 1998). This action is about the validity and constitutionality of procedures that dictate distribution of water in the Upper Snake River Reservoir System. The Petitioner has invoked its right as a "spaceholder" in Palisades Reservoir. *Petition*, at 2. The Spaceholders all hold storage water rights in the Upper Snake reservoir system

and have significant interests in the distribution of that system that is being targeted by the Petitioner.

Further, the Spaceholders hold many natural flow and storage water rights to the Snake River and any decision regarding the distribution of water within the system has potential to injure those water rights and their effective administration. Changing the administration of storage water at this time has the potential to impact their 2024 allocation and supply (which a final allocation may not be known until early next year). Additionally, the procedure at the crux of Plaintiff's complaint, Procedure 7.3 of the Rental Pool Procedures, is an essential component of the Nez Perce Agreement and Snake River flow augmentation program implemented by the Bureau of Reclamation. Therefore, any decision regarding the validity of Procedure 7.3 will have extensive consequences for Spaceholders. Furthermore, the Spaceholders' water rights represent real property interests in Idaho. *See* I.C. § 55-101; *Olsen v. Idaho Dept. of Water Resources*, 105 Idaho 98, 101 (1983). The outcome of the declaratory relief action may have current and future impacts upon WD01 Rental Pool Procedures and consequently, the Spaceholders' water rights. As such, the Spaceholders have a "legal," and "significant and protectable" interest in this action.

Third, Spaceholders' ability to protect and use their water rights will, or may be, "impaired or impeded" by the results of this action. The Idaho Supreme Court has said that:

> The language of Rule 24(a)(2) indicates that the drafters did not contemplate that the petitioner in intervention be required to show… that the petitioner in the intervention "is" bound by the judgment… It was sufficient that … the applicant "may" be bound by a judgment in the action.
>
> *Duff v. Draper*, 96 Idaho 299, 302 (1974).

Because the Spaceholders are located within WD01 and actively participate in the WD01 Rental Pool, there is no question they will be affected by the outcome of this decision. If fully

resolved, this case will establish precedent regarding WD01 Rental Pool Procedures, and Spaceholders may be bound by any judgment in this action.

Fourth, no party to this action represents the Spaceholders' interests. Like the "may be bound" standard noted above, the *Duff* court noted that an applicant need only "show the representation 'may' be inadequate." *Duff v. Draper*, 96 Idaho at 302. Here, Petitioner seeks a hearing addressing allocation of WD01 stored water; claims that the WD01 Rental Pool Procedure "Last to Fill Rule" was unlawful as applied to Pocatello; claims that the allocation of stored water was contrary to the Watermaster's duties; and claims that allocation of stored water in 2023 deprived Pocatello of water to which they were entitled. All those claims relate to allocation of storage water in WD01, which directly impacts Spaceholders' water rights and water distribution. No party is representing the Spaceholders' interests before the Department or any interest relatively close to that of the Spaceholders—currently only the Petitioner is active in this issue. Therefore, the Spaceholders are left with a substantial interest in this action but are currently completely unrepresented.

As described above, Spaceholders meet all the requirements necessary under I.R.C.P. 24(a) to intervene in this proceeding as a matter of right. The Idaho Supreme Court has determined that rules providing for intervention should be given liberal construction. *See e.g., City of Boise v. Ada County (In re Facilities & Equip. Provided by the City of Boise)*, 147 Idaho 794, 803 (2009) ("if there is any doubt as to whether intervention is appropriate, a motion to intervene should usually be granted."); *Herzog v. City of Pocatello*, 82 Idaho 505, 509 (1960) ("statutes providing for intervention should be given a liberal construction").

3. Alternatively, Spaceholders Should be Allowed to Permissively Intervene under I.R.C.P. 24(b)(1).

In the event the Court denies intervention under IDAPA rules and by right, the Spaceholders alternatively request permissive intervention under I.R.C.P. 24(b)(1). Rule 24(b)(1) provides the following:

> In general, on timely motion, the court may permit anyone to intervene who:
>
> A. Is given a conditional right to intervene by an Idaho statute; or
> B. Has a claim or defense that shares with the main action a common question of law or fact.

I.R.C.P. 24(b)(1).

The Idaho Supreme Court has interpreted I.R.C.P. 24(b) to establish the following test for an applicant seeking permissive intervention:

> A party may intervene: 1) where a statute confers a conditional right to intervene, or 2) where an applicant's claim or defense has a question of law or fact in common with the matter in which the applicant seeks intervention.

In re Doe, 134 Idaho 760, 763 (2000).

As previously explained, I.C. § 42-602 states that the "director… shall have direction and control of the distribution of water from all natural water sources within a water district to the canals, ditches, pumps, and other facilities diverting therefrom. Distribution of water within water districts… shall be accomplished by watermasters as provided in this chapter and supervised by the director." I.C. § 42-602.

Under I.R.C.P. 24(b) "there is no requirement that the intervenor shall have a direct or personal pecuniary interest in the subject of the litigation," *see Herzog v. City of Pocatello*, 82 Idaho at 509 (1960) (citing *Securities & Exchange Commission v. United States Realty & Imp. Co.*, 310 U.S. 434, 60 S.Ct.1044), only that their claim or defense has a question of law or fact in

common with the matter in which the applicant seeks intervention. *See* I.R.C.P. 24(b)(1)(B). Even if the Court finds the Spaceholders do not have a "direct or personal pecuniary interest," the Court should grant permissive intervention because the Spaceholders' water rights, and the procedures governing how those water rights are administered, will be directly affected by this action. Therefore, there is no question that the Spaceholders have a common question of law and fact in this action.

Finally, because this case is a matter of first impression concerning the validity and implementation of the WD01 Rental Pool Procedures, it further warrants permissive intervention. The Spaceholders rent and lease water through the WD01 Rental Pool and will be impacted by any ruling in this case. Accordingly, they have an interest and should be able to present their position on this matter to protect that interest.

For these reasons, the interest of the Spaceholders in this proceeding is sufficient to meet the standards for permissive intervention. Since this motion is timely, and intervention will not unduly delay this proceeding or unfairly prejudice the rights of the other parties, the Court should permit the Spaceholders to intervene.

V. CONCLUSION

Based upon the above reasoning, the Spaceholders respectfully request that they be granted intervention pursuant to IDAPA 37.01.01 or I.R.C.P. 24(a) or 24(b). The Spaceholders fulfill all of the requisite requirements to intervene under both IDAPA and the civil rules.

DATED this 7th day of August, 2024.

MARTEN LAW LLP



Abby R. Bitzenburg

Attorneys for Burley Irrigation District

RIGBY, ANDRUS & RIGBY LAW, PLLC

/s/ Jerry Rigby
Jerry Rigby

Attorneys for Fremont-Madison Irrigation District and Idaho Irrigation District

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of August, 2024, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

Idaho Dept. of Water Resources Director Mathew Weaver *** service by electronic mail mathew.weaver@idwr.idaho.gov garrick.baxter@idwr.idaho.gov file@idwr.idaho.gov sarah.tschohl@idwr.idaho.gov	Craig Chandler IDWR -- Eastern Region WD01 Water Master Craig Chandler *** service by electronic mail only craig.chandler@idwr.idaho.gov
Sarah A. Klahn Max C. Bricker Veva Francisco Somach Simmons & Dunn *** service by electronic mail only sklahn@somachlaw.com mbricker@somachlaw.com vfrancisco@somachlaw.com	

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**ORDER APPOINTING HEARING OFFICER**

BACKGROUND

On April 25, 2024, the Idaho Department of Water Resources ("Department") received the *City of Pocatello's Petition Requesting a Hearing on [Water District 01's] 2023 Storage Report* ("*Petition*"). Pocatello states that the Water District 01's "allocation of stored water to Pocatello's space in Palisades Reservoir in 2023 was erroneous" and that Pocatello "has been aggrieved" by the allocation. *Petition* at 2. The *Petition* requests the Department initiate formal proceedings to address the issues raised by the *Petition* in accordance with IDWR Rules of Procedure 102 (IDAPA 37.01.01.102). *Id.*

ANALYSIS AND CONCLUSIONS OF LAW

Idaho Code § 42-1701A(3) provides in relevant part:

> Unless the right to a hearing before the director . . . is otherwise provided by statute, any person aggrieved by any action of the director, including any decision, determination, order or other action . . . and who has not previously been afforded an opportunity for a hearing on the matter shall be entitled to a hearing before the director to contest the action.

Pocatello has not previously been afforded an opportunity for a hearing regarding Water District 01's allocation of storage water to Pocatello during the 2023 irrigation season. Accordingly, it is entitled to a hearing pursuant to Idaho Code § 42-1701A(3). The Director will grant the hearing request and appoint James Cefalo, IDWR Eastern Region Manager, as the hearing officer in this matter.

ORDER

IT IS HEREBY ORDERED that Pocatello's request for a hearing is GRANTED.

IT IS HEREBY ORDERED that James Cefalo is appointed to serve as hearing officer in this matter and is authorized to hear this contested case on behalf of the Department pursuant to IDAPA 37.01.01.410–414 and the provisions of chapter 52, title 67, Idaho Code. Hearing Officer

Cefalo will initiate communication with counsel for the parties in this matter to schedule a pre-hearing conference. Hearing Officer Cefalo's contact information is as follows:

James Cefalo
IDWR Eastern Regional Office
900 N. Skyline Dr. Ste. A
Idaho Falls, ID 83402-1718
(208) 525-7177
James.Cefalo@idwr.idaho.gov

DATED this 9th day of September 2024.

MATHEW WEAVER
Director

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on this 9th day of September 2023, I caused to be served a true and correct copy of the foregoing *Order Appointing Hearing Officer*, by the method indicated below, upon the following:

Sarah A. Klahn Maximilian C. Bricker SOMACH SIMMONS & DUNN, P.C. 1155 Canyon Blvd., Suite 110 Boulder, CO 80302 sklahn@somachlaw.com mbricker@somachlaw.com *Attorneys for City of Pocatello*	☒ U.S. Mail, postage prepaid ☒ Email

Courtesy Copies:

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RECEIVED
Oct 07, 2024
DEPARTMENT OF
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BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**COALITION OF CITIES' MOTION TO INTERVENE AND MEMORANDUM IN SUPPORT**

COMES NOW, Cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and Wendell (hereafter collectively the "Coalition of Cities"), by and through their attorneys of record, and submit this *Motion to Intervene and Memorandum in Support* ("Motion for Intervention") pursuant to Rules 350 through 354 of the Idaho Department of Water Resources ("IDWR") and the Idaho Water Resource Board ("IWRB"). IDAPA 37.01.01.350-354.

I. BACKGROUND

On April 25, 2024, the City of Pocatello ("Pocatello") filed the *City of Pocatello's Petition Request a Hearing on 2023 Storage Report* ("Petition") regarding Water District 01's ("WD01") 2023 Storage Report's allocation of stored water to Pocatello's' storage account in Palisades Reservoir. Petition at 2. On August 7, 2024, Burley Irrigation District, Fremont-Madison Irrigation District , and Idaho Irrigation District (collectively "*Spaceholders*") filed

Spaceholders' Combined Motion to Intervene & Motion to Intervene. No hearings have yet been set or held in this matter.

The above captioned matter follows a District Court action filed by Pocatello in March of 2023 in its *Complaint for Declaratory Relief to Find the WD01 Rental Pool Procedures Void, to Find Rule 7.3 Unconstitutional and for Damages from the Unconstitutional Taking of Property.* On February 1, 2024 the case was dismissed with prejudiced for failure of Pocatello to exhaust its administrative remedies, among other reasons. The Coalition of Cities were Intervenors in the District Court case.

II. MOTION FOR INTERVENTION

The Coalition of Cities' Motion for Intervention is based on the following:

1. The Coalition of Cities have a direct, and substantial interest as required by Rule 351 and a significant and protectable interest as required by I.R.C.P. 24(a) in the above captioned matter because:
    a. They relied on Pocatello's storage water space in order to meet the terms of the *Settlement Agreement Entered Into June 30, 2015 Between Participating Members Of The Surface Water Coalition1 And Participating Members Of The Idaho Ground Water Appropriators, Inc.* ("Cities SWC Agreement"), which is on file with the Department.
    b. Pocatello rented water in 2023 to members of the Coalition of Cities, among others, under the Rental Pool Procedures. Under those procedures Pocatello's storage space in Palisades Reservoir is subject to a "last to fill" priority. The "last to fill" rule serves as a deterrent for storage holders to rent storage water to entities through private leases. Recent changes to the Rental Pool Procedures have made it even more difficult to lease storage for mitigation

purposes because such leases are no longer allowed from the "common pool" and all leases from the common pool have been limited to 100 AF. Thus, the only option to lease storage water for mitigation or recharge is through private leases.

c. As water becomes more scarce and mitigation and storage supplies more important for economic and municipal growth, application of the "last to fill" (Rule 7.3) to Pocatello's storage right causes the reliability of its supply to decrease in back-to-back dry years. Thus, the determination of Pocatello's storage water account has current and future impacts upon the Coalition of Cities' water rights and the ability to mitigate for them.

d. The Cities SWC Agreement has been incorporated into an approved mitigation plan and has been relied upon by the Coalition of Cities to protect its water rights for the past 5 years. *Final Order Approving Stipulated Mitigation Plan*, CM -MP-2019-001, Idaho Department of Water Resources (April 9, 2019). ("Mitigation Plan Order")

2. This Motion to Intervene is timely as IDWR has not yet held any hearing in the matter and the Coalition of Cities' intervention and participation will not cause any undue delay. To the Coalition of Cities' knowledge, no hearing has yet been set and thus, the requirements under Rule 352 is met. IDAPA 37.01.01.352.

3. The Coalition's intervention meets the requirements of intervention as of right under both Rule 351 and I.R.C.P. 24(a) because of the points set forth above and because it is a matter of first impression on the implementation of the WD01 Rental Pool Procedures, upon which the Coalition of Cities rely to have water made available to them each year.

4. Alternatively, the Coalition of Cities satisfy the standard for permission intervention as there is a common question of fact or law as to their continued reliance on WD01 storage water and leases therefrom which is the issue involved in this matter. Their intervention will not cause undue delay or prejudice to the original parties and will promote efficiency since they are third parties who rely on the lease contracts to protect their interests. See to IDAPA 37.01.01.51.
5. No other party protects the Coalition of Cities' interests in this matter and the outcome of this matter could impact the Coalition of Cities' abilities to lease water in certain years which impacts their real property rights.

III. ARGUMENT

1. The Coalition of Cities are Entitled to Intervene as a Matter of Right under Both IDWR's Administrative Rules and the I.R.C.P.

Rule 353 states that motions to intervene should be granted if the motion is (1) timely filed, (2) shows a direct and substantial interest in any part of the subject matter of a contested case, and (3) does not unduly broaden the issues. IDAPA 37.01.01.353

Rule 352 states that timely motions to intervene must be filed at least fourteen (14) days before the date set for formal hearing, or the date of the initial prehearing conference, whichever is earlier, unless a different time is provided by order or notice. IDAPA 37.01.01.352

Rule 350 states that "A person who is not already a party to a contested case and who has a direct and substantial interest in the proceeding may petition for an order granting intervention as party to the contested case." IDAPA 37.01.01.350

Rule 51 states that the rules of Chapter 37 are to be "liberally construed to ensure just, speedy and economical determination of all issues presented to the agency." IDAPA 37.01.01.51

Idaho Rules of Civil Procedure ("IRCP") provides that upon a timely motion, "the court must permit anyone to intervene who:

> (1) is given an unconditional right to intervene by an Idaho statute; or (2) claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest.

IRCP 24(a). The Idaho Supreme Court has directed that rules providing for intervention should be given liberal construction. *See City of Boise v. Ada County (In re Facilities & Equip. Provided by the City of Boise)*, 147 Idaho 794, 803, 215 P.3d 514, 523 (2009)

A. Motion is Timely

Given the procedural history of when this case was initiated, its current status, and the fact that no hearing has yet be held nor even set, the Coalition of Cities meet the requirement for a timely petition for intervention. The litigation is in the very earliest stages with no substantive determinations nor discovery yet occurring.

B. Interests are Part of the Subject Matter

The Coalition of Cities have an interest that is part of the subject matter of the pending action. Courts have defined an "interest" for purposes of Rule 24(a) as a "significant protectable interest." *Donnelly v. Glickman*, 159 F.3d 405, 409 (9th Cir. 1998). This action is about the application of procedures that affect the reliability of the storage supply upon which the Coalition of Cities rely to protect their water rights and meet their obligations under the Cities SWC Agreement and Mitigation Plan Order.

Thus, the Coalition of Cities meet the requirements for intervention as of right because its member cities hold groundwater rights that are subject to administration by the Director of the IDWR which, in the matter of the ongoing delivery call with the SWC, requires curtailment or mitigation. To that end, the Coalition of Cities entered into the Cities SWC Agreement to perform certain mitigation activities which require the lease of storage water. The source of the storage water for the requirements in the Cities SWC Agreement are private leases with Pocatello. The

allocation of storage water to Pocatello in 2023 by the IWRB under its application of the WD01 Rental Pool Procedures directly impacts the Coalition of Cities' members interests. Thus, the Coalition of Cities have a right to participate in any proceedings that could affect their ability to protect their real property rights.

The procedure at the heart of Pocatello's concern and the IWRB's storage allocation, is Procedure 7.3 of the Rental Pool Procedures for WD01. The outcome of this matter will have current and future impacts upon the WD01 Rental Pool Procedures and consequently, the Coalition of Cities' ability to mitigate for its water rights. Thus, the Coalition of Cities have a "direct and substantial" as well as a "significant and protectable" interest in this action.

C. Interest Will or May be Affected by the Outcome

As stated above, the Coalition of Cities' ability to protect and use their water rights will or may be "impaired or impeded" by the outcome of this action. Because the Coalition of Cities rely on the storage water which is allocated by WD01 and the WD01 Rental Pool Procedures, they will be impacted by the outcome of this decision. This case will establish precedent regarding WD01 Rental Pool Procedures, and the reliability of the Coalition of Cities source of water to meet its obligations under the Cities SWC Agreement and Mitigation Order under which it protects its water rights.

D. Other Parties Do Not Adequately Represent the Coalition of Cities' Interests

Finally, other parties to this action do not adequately represent the Coalition of Cities' interests. Here, Pocatello's interests, although aligned in part with the Coalition of Cities' interests, are not fully adequate to speak on the impact of the application of the WD01 Rental Pool Procedures to protect its water supply because the "last to fill" rule does not apply to water Pocatello uses for mitigation of its own water rights. It does, however, apply to the leases that the Coalition of Cities members rely upon. And, no party, represents the Coalition of Cities'

interests in their individual water rights.

As set forth above, the Coalition of Cities meet all the requirements under both IDWR's administrative rules and the Idaho Rule of Civil Procedure.

2. Alternatively, Coalition of Cities Meet Permissively Intervention Standards

In the event the Hearing Officer denies intervention by right, the Coalition of Cities alternatively request permissive intervention under IDWR's administrative rules, where "deviation from these rules" is permitted when "compliance with them is ... not in the public interest" and IRCP 24(b)(1) which provides that permissible intervention is allowed when the motion is timely and there is a conditional right under an Idaho statute or if the party has a claim or defense that shares a common question of law or fact.

While the Coalition of Cities have a direct interest in the subject matter of the litigation, Rule 51 allows a permissive grant of intervention when the public interest would be impacted and IRCP 24(b) does not require such an interest. *see Herzog v. City of Pocatello*, 82 Idaho at 509 (1960) (citing *Securities & Exchange Commission v. United States Realty & Imp. Co.*, 310 U.S. 434, 60 S.Ct.1044). Permissive intervention only requires that a claim or defense have a question of law or fact in common with the matter *See* IRCP 24(b)(1)(B). Thus, even if the Hearing Officer should find that the Coalition of Cities do not meet the intervention as of right, allowing them to intervene is in the public interest as their leases from Pocatello will be impacted by any ruling in this case.

Based on the foregoing, the interest of the Coalition of Cities in this proceeding is sufficient to meet the standards for permissive intervention.

VI. CONCLUSION

Therefore, Coalition of Cities request that they be granted intervention pursuant to Rules 51, 350-354 and IRCP 24.

DATED this 7th day of October, 2024.

McHUGH BROMLEY, PLLC

/s/ Candice McHugh
Candice McHugh
Attorney for Coalition of Cities

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of October, 2024, the foregoing was filed electronically as follows:.

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Hearing Officer
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/s/ Candice McHugh
Candice McHugh

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	))))	**ORDER GRANTING PETITION TO INTERVENE**

On April 25, 2024, the City of Pocatello ("Pocatello") filed a *Petition Requesting a Hearing on WD01's 2023 Storage Report* ("Hearing Request"), pursuant to Idaho Code § 42-1701A(3). Consistent with Idaho Code § 42-1701A, Pocatello's Hearing Request creates a contested case before the Department, governed by the Department's Rules of Procedure (IDAPA 37.01.01).

On August 7, 2024, Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District (collectively "Districts") filed *Spaceholders' Combined Motion to Intervene & Memorandum in Support of the Motion to Intervene* ("Petition"). Pocatello did not respond to the Districts' Petition. The Department has not yet conducted a prehearing conference on Pocatello's Hearing Request.

Rules 350 through 354 of the Department's Rules of Procedure (IDAPA 37.01.01) set forth the standards for filing and reviewing petitions to intervene in contested cases before the Department. These rules state:

> **350. PETITIONS TO INTERVENE.**
> A person who is not already a party to a contested case and who has a direct and substantial interest in the proceeding may petition for an order granting intervention as a party to the contested case.
>
> **351. FORM AND CONTENTS OF PETITIONS TO INTERVENE.**
> Petitions to intervene must comply with Rules 52, 200, and 300. The petition must set forth the name and address of the potential intervenor and must state the direct and substantial interest of the potential intervenor in the proceeding.
>
> **352. TIMELY FILING OF PETITIONS TO INTERVENE.**
> Petitions to intervene must be filed at least fourteen (14) days before the date set for formal hearing, or by the date of the initial prehearing conference, whichever is earlier, unless a different time is provided by order or notice. Petitions filed after this deadline are considered late and must state a good cause for delay.
>
> **353. DECIDING PETITIONS TO INTERVENE.**
>
> 01. Timely-Filed Petitions. If a timely-filed petition to intervene shows direct and substantial interest in any part of the subject matter of a contested case and does not

unduly broaden the issues, the agency shall grant intervention, subject to reasonable conditions, unless the applicant's interest is adequately represented by existing parties.

02. Late Petitions. The agency may grant late petitions to intervene for good cause shown or may deny or conditionally grant petitions to intervene that are late for failure to state good cause for the late filing, to prevent disruption, to prevent prejudice to existing parties, to prevent undue broadening of the issues, or for other reasons.

03. Order and Notices Issued Prior to Intervention. Intervenors are bound by orders and notices entered in the contested case prior to the approval of the petition to intervene.

354. ORDERS GRANTING INTERVENTION -- OPPOSITION.
Any party opposing a petition to intervene must file an objection within (7) days of the date the petition is filed. Responses to the objection must be filed within seven (7) days of the service date of the objection. The objection and responses to the proposed intervention must be served on all parties of record and on the person petitioning to intervene.

The Districts' Petition is timely because it was filed at least fourteen days prior to the date of the initial prehearing conference. An initial prehearing conference had not been scheduled at the time the Petition was filed.

The Districts have demonstrated a direct and substantial interest in the proceeding. According to the Petition, the Districts "hold unique storage water rights administered by WD01 and the subject matter of this litigation has the potential for immediate and future impacts and injuries to their storage water rights and the implementation and use of the WD01 Rental Pool." *Petition* at 2.

The Districts' Petition does not unduly broaden the issues of the contested case. The Districts argue: "The focus of this proceeding is on the rental pool procedures that control distribution of water in WD01 and how water is properly allocated to the City of Pocatello's storage account." *Petition* at 6. "Those procedures directly overlap with the Spaceholders' interests in the proper distribution of their water rights in WD01." *Id.* The presiding officer agrees. Pocatello's hearing request is related to the legitimacy and implementation of certain procedures in the Water District 01 Rental Pool Procedures. The Districts' Petition is related to those same procedures. Therefore, the issues presented in Pocatello's Hearing Request will not be unduly broadened if the Districts are allowed to intervene.

The Districts' interests are not adequately represented by existing parties to the contested case. Pocatello challenges certain procedures of the Water District 01 Rental Pool and is seeking a greater allocation of storage water. The allocation of storage water is a zero-sum process. Therefore, increasing the allocation of storage water to Pocatello would result in a decrease in the allocations to other spaceholders, which may affect the Districts' storage allocations. Therefore, the

Districts' interests are not adequately represented by Pocatello, the only existing party to the contested case.

CONCLUSIONS OF LAW

The Districts have demonstrated a direct and substantial interest in the contested case. Granting the Districts' Petition will not unduly broaden the issues of the contested case. Finally, the Districts' interests are not adequately represented by existing parties to the contested case. Therefore, the Districts' Petition should be granted and the Districts should be allowed to intervene in this contested case.

ORDER

IT IS HEREBY ORDERED that the Districts' Petition is GRANTED. Pursuant to Rule 710 (IDAPA 37.01.01), this order granting intervention is an Interlocutory Order.

Dated this 10th day of October, 2024.

James Cefalo
Presiding Officer

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of October 2024, true and correct copies of the documents described below were served by placing a copy of the same with the United States Postal Service, postage prepaid and properly addressed to the following:

Documents Served: Order Granting Petition to Intervene

CITY OF POCATELLO
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Ann Yribar: ann.yribar@ag.idaho.gov
Garrick Baxter: Garrick.baxter@idwr.idaho.gov

Christina Henman
Administrative Assistant

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	))))	**NOTICE OF PREHEARING CONFERENCE**

On April 25, 2024, the City of Pocatello ("Pocatello") filed a *Petition Requesting a Hearing on WD01's 2023 Storage Report* pursuant to Idaho Code § 42-1701A(3). Pocatello's request for a hearing was granted on September 9, 2024, and James Cefalo was appointed as the hearing officer for the contested case. On August 7, 2024, Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District (collectively "Districts") filed *Spaceholders' Combined Motion to Intervene & Memorandum in Support of the Motion to Intervene*. The Districts' Motion to Intervene was granted on October 10, 2024.

On October 7, 2024, the Cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and Wendell filed *Coalition of Cities' Motion to Intervene and Memorandum in Support*. The response period described in Rule 354 of the Department's Rules of Procedure (IDAPA 37.01.01) has not ended so the hearing officer has not acted on the Coalition of Cities' Motion to Intervene.

The department has scheduled this matter for a prehearing conference on **December 9, 2024, at 1:00 pm**.

Please use the following numbers to participate via Webex. Participation options are detailed in a separate document included with this notice.

Meeting number (access code): 2630 422 8152
Meeting password: 2024

The presiding officer will be James Cefalo.

Agenda items for the prehearing conference will include:

1. Identify spokesperson and/or counsel representing the parties,
2. Review the request for hearing,
3. Discuss scope of discovery,
4. Designate date for identifying witnesses and exhibits,
5. Designate target date for conducting administrative hearing if resolution is not possible during the prehearing conference, and
6. Address other matters that may expedite orderly conduct and disposition of the proceeding.

It is important for all parties to give considerable thought to each of these matters before appearing at the prehearing conference.

The Department encourages the parties to discuss and resolve the concerns before the prehearing conference. If private discussions are not possible or they do not resolve the concerns, the Department's Rules of Procedure provide for a prehearing conference to be held before scheduling a formal hearing.

The prehearing conference will be conducted in a facility that satisfies the accessibility requirements of the Americans with Disabilities Act. If you require special accommodation in order to attend, participate in, or understand the prehearing conference, please notify the Department at least ten (10) days prior to the hearing. Inquiries about scheduling, hearing facilities, etc., should be directed to Christina Henman at 208-525-7161.

Dated this 10th day of October 2024

James Cefalo
Eastern Regional Manager

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of October 2024, true and correct copies of the documents described below were served by placing a copy of the same with the United States Postal Service, postage prepaid and properly addressed to the following:

Documents Served: Notice of Prehearing Conference

CITY OF POCATELLO
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Christina Henman
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BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	))))	**ORDER GRANTING PETITION TO INTERVENE**

On April 25, 2024, the City of Pocatello ("Pocatello") filed a *Petition Requesting a Hearing on WD01's 2023 Storage Report* ("Hearing Request"), pursuant to Idaho Code § 42-1701A(3). Consistent with Idaho Code § 42-1701A, Pocatello's Hearing Request creates a contested case before the Department, governed by the Department's Rules of Procedure (IDAPA 37.01.01).

On August 7, 2024, Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District (collectively "Districts") filed *Spaceholders' Combined Motion to Intervene & Memorandum in Support of the Motion to Intervene* ("Districts' Petition"). The presiding officer for the Department granted the Districts' Petition on October 10, 2024.

On October 7, 2024, the Cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and Wendell (collectively "Coalition of Cities") filed *Coalition of Cities' Motion to Intervene and Memorandum in Support* ("Coalition's Petition"). Pocatello did not respond to the Coalition's Petition. The Department has not yet conducted a prehearing conference on Pocatello's Hearing Request.

Rules 350 through 354 of the Department's Rules of Procedure (IDAPA 37.01.01) set forth the standards for filing and reviewing petitions to intervene in contested cases before the Department. These rules state:

> **350. PETITIONS TO INTERVENE.**
> A person who is not already a party to a contested case and who has a direct and substantial interest in the proceeding may petition for an order granting intervention as a party to the contested case.
>
> **351. FORM AND CONTENTS OF PETITIONS TO INTERVENE.**
> Petitions to intervene must comply with Rules 52, 200, and 300. The petition must set forth the name and address of the potential intervenor and must state the direct and substantial interest of the potential intervenor in the proceeding.
>
> **352. TIMELY FILING OF PETITIONS TO INTERVENE.**
> Petitions to intervene must be filed at least fourteen (14) days before the date set for formal hearing, or by the date of the initial prehearing conference, whichever is earlier, unless a different time is provided by order or notice. Petitions filed after this deadline are considered late and must state a good cause for delay.

353. DECIDING PETITIONS TO INTERVENE.

01. Timely-Filed Petitions. If a timely-filed petition to intervene shows direct and substantial interest in any part of the subject matter of a contested case and does not unduly broaden the issues, the agency shall grant intervention, subject to reasonable conditions, unless the applicant's interest is adequately represented by existing parties.

02. Late Petitions. The agency may grant late petitions to intervene for good cause shown or may deny or conditionally grant petitions to intervene that are late for failure to state good cause for the late filing, to prevent disruption, to prevent prejudice to existing parties, to prevent undue broadening of the issues, or for other reasons.

03. Order and Notices Issued Prior to Intervention. Intervenors are bound by orders and notices entered in the contested case prior to the approval of the petition to intervene.

354. ORDERS GRANTING INTERVENTION -- OPPOSITION.
Any party opposing a petition to intervene must file an objection within (7) days of the date the petition is filed. Responses to the objection must be filed within seven (7) days of the service date of the objection. The objection and responses to the proposed intervention must be served on all parties of record and on the person petitioning to intervene.

The Coalition's Petition is timely because it was filed at least fourteen days prior to the date of the initial prehearing conference. An initial prehearing conference has been scheduled for December 9, 2024, sixty-four days after the Coalition's Petition was filed.

The Coalition of Cities has demonstrated a direct and substantial interest in the proceeding. According to the Coalition's Petition, the Coalition of Cities "rel[y] on Pocatello's storage water space in order to meet the terms of the *Settlement Agreement Entered Into June 30, 2015 Between Participating Members Of The Surface Water Coalition1 And Participating Members Of The Idaho Ground Water Appropriators, Inc.*" *Coalition's Petition* at 2. Further, "the determination of Pocatello's storage water account has current and future impacts upon the Coalition of Cities' water rights and the ability to mitigate for them." *Id.* at 3.

Allowing the Coalition of Cities to intervene will not unduly broaden the issues of the contested case. Pocatello's hearing request is related to the legitimacy and implementation of certain procedures in the Water District 01 Rental Pool Procedures. The Coalition of Cities' interests in the contested case are related to those same procedures.

The Coalition of Cities' interests are not adequately represented by existing parties to the contested case. "Pocatello's interests, although aligned in part with the Coalition of Cities' interests, are not fully adequate to speak on the impact of the application of the WD01 Rental Pool

Procedures to protect its water supply because the 'last to fill' rule does not apply to water Pocatello uses for mitigation of its own water rights." *Coalition's Petition* at 6. It does, however, apply to the leases that the Coalition of Cities members rely upon. *Id.*

CONCLUSIONS OF LAW

The Coalition of Cities has demonstrated a direct and substantial interest in the contested case. Granting the Coalition's Petition will not unduly broaden the issues of the contested case. Finally, the Coalition of Cities' interests are not adequately represented by existing parties to the contested case. Therefore, the Coalition's Petition should be granted, and the Coalition of Cities should be allowed to intervene in this contested case.

ORDER

IT IS HEREBY ORDERED that the Coalition's Petition is GRANTED. Pursuant to Rule 710 (IDAPA 37.01.01), this order granting intervention is an Interlocutory Order.

Dated this 22nd day of November, 2024.

James Cefalo
Presiding Officer

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of November, 2024, true and correct copies of the documents described below were served by placing a copy of the same with the United States Postal Service, postage prepaid and properly addressed to the following:

Documents Served: Order Granting Petition to Intervene

CITY OF POCATELLO
SARAH A KLAHN
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WATER DISTRICT 01
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Courtesy Copies were served via email only to the following:

Rich Diehl: rdiehl@pocatello.us
Jeff Raybould: jeff@rayboulddbros.com
Ann Yribar: ann.yribar@ag.idaho.gov
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Christina Henman
Administrative Assistant

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	))))	**SCHEDULING ORDER**

On April 25, 2024, the City of Pocatello ("Pocatello") filed a *Petition Requesting a Hearing on WD01's 2023 Storage Report* ("Hearing Request"), pursuant to Idaho Code § 42-1701A(3). Consistent with Idaho Code § 42-1701A, Pocatello's Hearing Request creates a contested case before the Department, governed by the Department's Rules of Procedure (IDAPA 37.01.01).

On August 7, 2024, Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District (collectively "Districts") filed *Spaceholders' Combined Motion to Intervene & Memorandum in Support of the Motion to Intervene* ("Districts' Petition"). The presiding officer for the Department granted the Districts' Petition on October 10, 2024.

On October 7, 2024, the Cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and Wendell (collectively "Coalition of Cities") filed *Coalition of Cities' Motion to Intervene and Memorandum in Support* ("Coalition's Petition"). The presiding officer granted the Coalition's Petition on November 22, 2024.

The Department conducted a prehearing conference on December 9, 2024. During the conference, the parties asked the presiding officer to set deadlines for filing dispositive motions. The hearing officer agrees that setting dispositive motion deadlines is an appropriate step in this contested case.

SCHEDULING ORDER

1. Dispositive motions must be filed on or before February 18, 2025.

2. Consistent with Rule 220.02.f of the Department's Rules of Procedure (IDAPA 37.01.01), a presiding officer may adjust the standard response and reply deadlines established by rule.

3. Response briefs to dispositive motions must be filed on or before March 28, 2025.

4. Reply briefs for dispositive motions must be filed on or before April 18, 2025.

5. If the presiding officer determines that oral arguments would assist in understanding the arguments in support of or against a dispositive motion, the oral arguments will be held on May 1, 2025, at 9:00 am. The presiding officer will send additional information about the oral arguments to the parties, if oral arguments are needed.

Dated this 16th day of December, 2024.

James Cefalo
Presiding Officer

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of December 2024, true and correct copies of the documents described below were served by the method indicated upon the following:

Documents Served: Scheduling Order

CITY OF POCATELLO SARAH A KLAHN MAXIMILIAN C BRICKER SOMACH SIMMONS & DUNN, P.C. sklahn@somachlaw.com mbricker@somachlaw.com	☒ Email
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Christina Henman
Administrative Assistant

RECEIVED
Feb 18, 2025
DEPARTMENT OF
WATER RESOURCES

Sarah A. Klahn, ISB #7928
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Attorneys for Petitioner City of Pocatello

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**CITY OF POCATELLO'S MOTION FOR SUMMARY JUDGMENT**

COMES NOW Petitioner City of Pocatello ("Pocatello"), by and through its undersigned counsel of record, pursuant to Rule 220.03 of the Rules of Procedure of the Idaho Department of Water Resources, IDAPA 37.01.01 ("Procedural Rules"), and Rule 56 of the Idaho Rules of Civil Procedure ("I.R.C.P."), and hereby moves the Hearing Officer to issue a *Recommended Order*, pursuant to Procedural Rule 412.01.f., granting summary judgment in favor of Pocatello and against Respondent Water District 01 ("WD01"). This *Motion for Summary Judgment* ("Motion") is made on the grounds that there is no genuine dispute as to any material fact and that Pocatello is entitled to judgment as a matter of law. Filed concurrently with this *Motion* is Pocatello's *Memorandum in Support of Motion for Summary Judgment*, a *Declaration of Maximilian C. Bricker in support of Pocatello's Motion for Summary Judgment*, and a *Declaration of Adelheid M. Netter in support of Pocatello's Motion for Summary Judgment*.

WHEREFORE, Pocatello requests that the Hearing Officer issue a *Recommended Order*, and the Director issue a *Final Order*, in substantially the following form:

1. Conclude that, by virtue of Contract No. 14-06-100-1825 and Water Right No. 01-2068, Pocatello is a "spaceholder" in Palisades Reservoir and holds a "storage right."

2. Conclude that WD01 may *only* apply the Last-to-Fill ("LTF") Rule upon a determination that a spaceholder enlarged its storage right in the prior year because the end use of the stored water was for a purpose or at a place that is not authorized by the applicable water right.

3. Find that, in 2022, Pocatello rented 6,290.2 acre-feet ("AF") of its stored water to American Falls Reservoir District No. 2 ("AFRD#2"), whose patrons used the water for the purpose of "irrigation from storage" in one or more of the following Counties: Gooding, Jerome, and Lincoln.

4. Conclude that the end use of Pocatello's stored water in 2022 was authorized by Water Right No. 01-2068 and did not enlarge Pocatello's storage right.

5. Find that WD01 applied the LTF Rule against 2,396 AF of Pocatello's space in 2023.

6. Conclude that, because Pocatello did not enlarge its storage right in 2022, WD01's application of the LTF Rule against *any* part of Pocatello's space in 2023 was invalid and unlawful.

7. Find that WD01's application of the LTF Rule in 2023 caused Pocatello to receive an allocation of stored water that is less than the allocation Pocatello would have received had WD01 administered the entirety of its storage right in priority.

8. Conclude that WD01's application of the LTF Rule in 2023 deprived Pocatello of stored water to which it is entitled.

9. Conclude that a proper remedy is for WD01 to issue a revised 2023 Final Storage Report wherein WD01 does not apply the LTF Rule against any part of Pocatello's space.

10. Order WD01 to issue a revised 2023 Final Storage Report in accordance with the above findings and conclusions.

11. Order that WD01 may not apply the LTF Rule against a spaceholder unless there is a determination that the spaceholder's prior year rental enlarged its storage right.

Respectfully submitted this 18th day of February 2025.

SOMACH SIMMONS & DUNN, P.C.



Sarah A. Klahn, ISB #7928
Maximilian C. Bricker, ISB #12283
Attorneys for Petitioner City of Pocatello

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of February 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

IDAHO DEPARTMENT OF WATER RESOURCES Director Mathew Weaver Sarah Tschohl Mathew.weaver@idwr.idaho.gov sarah.tschohl@idwr.idaho.gov file@idwr.idaho.gov
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BURLEY IRRIGATION DISTRICT John K. Simpson Travis L. Thompson Abby Bitzenburg MARTEN LAW LLP jsimpson@martenlaw.com tthompson@martenlaw.com abitzenburg@martenlaw.com
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Sarah A. Klahn, ISB No. 7928

RECEIVED
Feb 18, 2025
DEPARTMENT OF
WATER RESOURCES

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BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**CITY OF POCATELLO'S MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

COMES NOW Petitioner City of Pocatello ("Pocatello" or "City"), by and through its undersigned counsel of record, and, having concurrently filed a *Motion for Summary Judgment* ("*Motion*"), a *Declaration of Maximilian C. Bricker in support of Pocatello's Motion for Summary Judgment* ("*Bricker Decl.*") and a *Declaration of Adelheid M. Netter in support of Pocatello's Motion for Summary Judgment* ("*Netter Decl.*") pursuant to Rules 220.03 of the Rules of Procedure of the Idaho Department of Water Resources, IDAPA 37.01.01 ("Procedural Rules"), and Rule 56 of the Idaho Rules of Civil Procedure ("I.R.C.P."), hereby files this *Memorandum in Support of Motion for Summary Judgment* as follows.

INTRODUCTION

Water District No. 01 ("WD01") has adopted some version of the Last-to-Fill ("LTF") Rule in its Rental Pool Procedures since 1989. Operationally, WD01 applies the LTF Rule against all storage space in the Upper Snake River system that was evacuated in the prior year as

part of a rental, making that space "last to fill" regardless of the priority date of the water right associated with the space, unless the system fills or water spills past Milner. Effectively, by adopting the LTF Rule, WD01 forces spaceholders to give up their priority if they wish to rent their stored water regardless of whether the rental actually changes an element of the water right associated with the space.

On January 10, 2024, in Case No. CV42-23-1668, Judge Wildman, sitting in the Twin Falls District Court, issued an *Amended Order on Cross-Motions for Summary Judgment* ("*Facial MSJ Order*")[1] that described Rental Pools as "avenues to a water right holder to use water in a manner that is not otherwise authorized under his water right," with the caveat that "such avenues may only be lawfully pursued under the prior appropriation doctrine if there is no injury to other water rights." *Facial MSJ Order* at 14. The court rejected Pocatello's facial constitutional challenge to WD01's LTF Rule (WD01 Rental Pool Procedure 7.3), finding it to be *facially* constitutional because there is *a* circumstance where it is valid: when it operates to prevent *per se*, unlawful injury to junior right holders by preventing a senior from receiving water in priority in the year after the senior enlarged its storage right. *Id.* at 15-16. The court explained that WD01 presumes that any stored water that was rented was "used for purposes that are not authorized under the elements of the water right," a presumption the Court described as "generally accurate." *Id.* at 14.

The court noted that Pocatello "presents a unique scenario, however, as to whether the legal analysis [in the court's hypothetical] should apply to [Pocatello's] circumstances." *Id.* at 16-17. The court further explained that the question of "what is the scope of authorized use for

[1] Attached as Exhibit 14 to *Bricker Decl.*

the City's storage right" was not before the Court, and "may need to be resolved in an 'as-applied' constitutional challenge . . . ." *Id.* at 18-19. By requesting a hearing on WD01's 2023 Final Storage Report, Pocatello now brings an as-applied challenge.

WD01's application of the LTF Rule against Pocatello's space in 2023 was contrary to law and unconstitutional.[2] The water in Pocatello's space is stored by the Bureau of Reclamation ("Bureau") under a water right that was decreed in the Snake River Basin Adjudication, Water Right No. 01-2068. The 01-2068 Partial Decree (the "Partial Decree")[3] defines the water right's elements—it authorizes end users to apply the stored water to beneficial use for "irrigation from storage" (purpose of use) at any place "above Milner" (place of use).[4] In 2022, American Falls Reservoir District No. 2 ("AFRD#2") used the stored water that Pocatello rented to it for the purpose of *irrigation from storage*; AFRD#2 took delivery of the stored water at a point *above Milner*. Thus, there was no enlargement of Pocatello's storage right and no injury to any other water user in WD01. Accordingly, Pocatello requests that the Hearing Officer hold, as a matter of law, that WD01's application of the LTF Rule against Pocatello's space in 2023, based on Pocatello's rental to AFRD#2 in 2022, was invalid.

UNDISPUTED MATERIAL FACTS

1. Pocatello is a municipality incorporated in the State of Idaho, administered pursuant to Idaho Code ("I.C.") § 50-101 *et seq.*, and located within Bannock County.

[2] The Idaho Department of Water Resources ("IDWR" or "Department") does not have authority to decide issues of constitutionality. *See Owsley v. Idaho Indus. Comm'n*, 141 Idaho 129, 134 (2005) ("[T]his Court has held the courts to be 'the proper forum' for the determination of constitutional questions."). Pocatello still raises this argument to preserve it for any appeal.

[3] Attached as Exhibit 4 to *Netter Decl.*

[4] The actual place of use, as described in the sections below, is anywhere within a host of counties in eastern Idaho, but colloquially it is referred to as being "above Milner."

2. Pocatello is party to Contract No. 14-06-100-1825 (the "Contract") with the United States Bureau of Reclamation ("Bureau"). *See* Contract[5] at 1.

3. The Bureau holds three water rights in connection with Palisades Reservoir: Water Rights Nos. 01-10043, 01-2068, and 01-10401.

4. Water Right No. 01-10043 authorizes storage of 259,600 acre-feet ("AF") and has a priority date of 03/29/1921. *See* Water Accounting Manual[6] at 69.

5. The elements of Water Right No. 01-2068, as relevant here, are:

    a. Holder: United States of America, Bureau of Reclamation.

    b. Source: Snake River.

    c. Quantity: 940,400 AFY.

    d. Priority Date: 07/28/1939.

    e. Point of Diversion: T01S, R4SE, Section 17, within Bonneville County.

    f. Purposes and periods of use:

        1. Irrigation Storage: 01/01-12/31.

        2. Irrigation from Storage: 03/15-11/15.

    g. Place of use:

        1. For irrigation storage: Palisades Reservoir.

        2. For irrigation from storage: within the Counties of Fremont, Madison, Jefferson, Bonneville, Bingham, Bannock, Power, Minidoka, Cassia, Lincoln, Jerome, Twin Falls, Gooding, Teton, and Elmore.

[5] Attached as Exhibit 1 to *Bricker Decl.*

[6] Attached as Exhibit 3 to *Netter Decl.*

6. Water Right No. 01-10401 authorizes storage of 157,000 AF and has a priority date of 06/06/2002. *See* 01-10401 License[7] at 1.

7. The Contract does not prescribe: a point where Pocatello must deliver its stored water upon evacuation from Palisades reservoir; for what purposes the stored water must be used; nor a place where the end use of the stored water must occur.

8. WD01 is "an instrumentality of the state of Idaho," created "for the purpose of performing the essential governmental function of distribution of water among appropriators under the laws of the state of Idaho." I.C. § 42-604.

9. WD01, by and through its Watermaster, has a statutory duty to distribute water "in accordance with the prior appropriation doctrine." I.C. § 42-602.

10. WD01 defines a "spaceholder" as "a person or entity that contracts or owns space in a reservoir that may have some entitlement to storage accrued to, or allocated from, the reservoir water right." Water Accounting Manual at 13.

11. Pocatello is a "spaceholder" within the definition of WD01's Water Accounting Manual.

12. WD01 describes the method by which it allocates stored water to spaceholders in Chapter 9 of the Water Accounting Manual.

13. WD01 describes the Rental Pool in Chapter 11.9 of the Water Accounting Manual.

14. WD01 has overseen some form of a Rental Pool since at least 1960. *See* 1960 Watermaster Report[8] at 25-26.

15. Pocatello has been renting its stored water since at least 1960. *Id.*

[7] Attached as Exhibit 5 to *Netter Decl.*

[8] Attached as Exhibit 2 to *Bricker Decl.*

16. In or around 1979, IDWR expressed concern that spaceholders' rentals of stored water to Idaho Power Company enlarged the subject water rights because the rentals changed the purpose of use from irrigation to power, in violation of Idaho statutes that authorize transfers and prohibit enlargements (e.g., I.C. § 42-222). *See* 1979 Watermaster Report[9] at 1-2.

17. In or around 1989, WD01 formally adopted the LTF Rule as part of its Rental Pool Procedures, which provided: "Space assigned to the Water Bank that is evacuated to supply water for non-consumptive uses below Milner shall be the last space to fill in the ensuing year." *See* 1989 Watermaster Report[10] at 11, Procedure 3.6 (emphasis added).

18. The LTF Rule only applied to rentals below Milner until 2004. Water Accounting Manual at 138-39.

19. Beginning in 2005, the LTF Rule was changed so that it applies to all rentals, including those above Milner. *Id.*

20. In 2023, the LTF Rule appeared in WD01's Rental Pool Procedures as Procedure 7.3. *See* 2023 Rental Pool Procedures[11] at 14.

21. Under Procedure 7.3, the WD01 Watermaster fills all empty reservoir space that was not evacuated as part of a rental in the prior year, regardless of the priority date associated with the space, ahead of the space that was evacuated in the prior year as part of a rental, regardless of whether the rental actually resulted in an enlargement. *Id.*

[9] Attached as Exhibit 3 to *Bricker Decl.*

[10] Attached as Exhibit 4 to *Bricker Decl.*

[11] Attached as Exhibit 2 to *Netter Decl.*

22. The WD01 Watermaster effectuates application of the LTF Rule, so that the amount of a spaceholder's space that was evacuated as part of a rental in the year prior does not receive an allocation water in priority, by "simply chang[ing] . . . the original reservoir priority to a junior priority so fill in RENTAL LTF space follows the fill of other (non-*last-to-fill*) spaceholders." Water Accounting Manual at 141. In other words, when the Watermaster makes space LTF, he assigns that space the junior-most priority in the entire system.

23. In 2022, Pocatello rented 6,290.2 AF of its stored water to AFRD#2. *See* 2022 Final Storage Report[12] at 266; Cities' 2022 Mitigation Report[13] at p. 2, Table 2, Ex. 3; IDWR's Verification of Cities' 2022 Mitigation Report[14] at 1.

24. AFRD#2 used Pocatello's stored water in 2022 for the purpose of "irrigation from storage" in one or more of the following Counties: Gooding, Jerome, and Lincoln. *See* 2022 Final Storage Report at 253 (showing that AFRD#2 did not carryover the rented stored water); AFRD#2 Service Area Map.[15]

25. In 2023, WD01 applied the LTF Rule against 2,396 AF of Pocatello's 50,000 AF of total space in Palisades Reservoir, leaving 47,604 AF of Pocatello's space to be filled in priority. *See* 2023 Final Storage Report[16] at 13, 14.

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[12] Attached as Exhibit 5 to *Bricker Decl.*

[13] Attached as Exhibit 6 to *Bricker Decl.*

[14] Attached as Exhibit 7 to *Bricker Decl.*

[15] Attached as Exhibit 8 to *Bricker Decl.*

[16] Attached as Exhibit 1 to *Netter Decl.* As noted in paragraph 10 of the *Netter Decl.*, since Pocatello filed its *Petition Requesting a Hearing on WD01's 2023 Storage Report* on April 25, 2024, WD01 has published a revised 2023 Final Storage Report dated May 22, 2024 (attached as Exhibit 6 to *Netter Decl.*). This revised report contains slightly different numbers (affects Pocatello's allocation by 14 AF) but does not materially change the issues or Pocatello's positions in this matter. The numbers in paragraphs 25-30 herein are related to the 2023 Final Storage Report dated April 5, 2024.

26. The 909,224.2 AF of space associated with Water Right No. 01-2068 that was not made LTF (out of the 940,400 AF of total space) filled completely in 2023 in priority. *Id.* at 1.

27. The 9,990 AF of space associated with Water Right No. 01-10401 that was not made LTF (out of the 157,000 AF of total space) filled completely in 2023 in priority. *Id.*

28. The 232,566.1 AF of LTF space (which the Watermaster assigned the junior-most priority in the system) did not fill at all in 2023. *Id.*

29. Had WD01 not made 2,396.0 AF of Pocatello's space LTF, but allocated stored water to that space in priority, that 2,396.0 AF of space would have filled completely. *Id.*; *Netter Decl.* at ¶ 8.d.

30. Because 2,396.0 AF of Pocatello's space was made LTF, WD01 only allocated Pocatello 46,590 AF of stored water in 2023 (47,604.0 AF minus Pocatello's share of the evaporative losses). 2023 Final Storage Report at 27; *Netter Decl.* at ¶ 8.e.

31. Had WD01 allocated stored water to Pocatello's 50,000 AF of space in priority rather than making 2,396.0 AF of it LTF, Pocatello would have received a higher allocation of stored water in 2023 (50,000 AF minus Pocatello's share of the evaporative losses). *See Netter Decl.* at ¶ 9.

STANDARD OF REVIEW

"Motions for summary judgment may be filed in any contested case." Procedural Rule 220.03. "Rule 56(a), (c), (d), (e), and (f) of the Idaho Rules of Procedure, apply to such motions before the agency." *Id.* "The court must grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." I.R.C.P. 56(a). "Summary judgment is appropriate if the pleadings, affidavits, and discovery documents on file with the court, read in a light most favorable to the nonmoving

party, demonstrate no material issue of fact such that the moving party is entitled to a judgment as a matter of law." *Stanger v. Walker Land & Cattle, LLC*, 169 Idaho 566, 573 (2021) (citation omitted). "If there is no genuine dispute as to any material fact, all that remains is a question of law over which this Court exercises free review." *Id.*

ARGUMENT

I. Application of the LTF Rule Requires a Determination that a Rental Resulted in an Enlargement.

The district court's *Facial MSJ Order* provides a framework for the Hearing Officer to resolve the issues in this challenge to WD01's application of the LTF Rule against Pocatello's space in 2023. The court explained that the LTF Rule *presumes* that any rental of stored water results in an enlargement (i.e., the water is used for an unauthorized purpose or at an unauthorized place), and that the "presumption is generally accurate." *Id.* at 14. The court further explained that application of the LTF Rule is valid when it prevents an enlargement from receiving water in priority. *Id.* at 14-16. As described below, however, the presumption is not accurate with regard to Pocatello's rental of stored water to AFRD#2 in 2022. The rental did not enlarge Pocatello's storage right, thus Pocatello is entitled to summary judgment finding that WD01's application of the LTF Rule in 2023 was invalid.

a. The Scope of a Spaceholder's Authorized Uses Should be Determined by Reviewing the Water Right; Only if the Water Right is Silent on An Element Does the Contract Fill the Gap

It is "clear" that spaceholders "have an interest that is stronger than mere contractual expectancy," or in other words, "ha[ve] a right that is more than a contractual right." *United States v. Pioneer Irrigation Dist.*, 144 Idaho 106, 114-15 (2007). As the entities who put the

stored water to "end use"[17]—or cause the stored water to be put to beneficial use—spaceholders holds "equitable title," while the Bureau holds "nominal legal title" to the water rights associated with the reservoirs in the Upper Snake River system. *Pioneer*, 144 Idaho at 108. Thus, there can be no question that spaceholders hold "storage rights," which are "property rights entitled to legal protection." *Am. Falls Reservoir Dist. No. 2 v. Idaho Dep't of Water Res.*, 143 Idaho 862, 879 (2007); *see also Clear Springs Foods, Inc. v. Spackman*, 150 Idaho 790, 797 (2011) ("In Idaho, water rights are real property") (citation omitted).

IDWR has already taken the position that the scope of a spaceholder's storage right is determined by reviewing the language in both the relevant partial decree or license (the "water right") and the relevant contract. *See Facial MSJ Order* at 17-18.[18] As the district court noted: "At oral argument, counsel for the Defendants represented that the partial decree and the spaceholder contracts serve as the 'bookends' for the authorized purposes of a storage right. . . . So, clearly some effect is given to the contract . . . How much effect remains unclear." *Id.* at 17-18, n.11.

Pocatello submits that the water right is the starting point for evaluating the scope of a spaceholder's storage right. The water right provides the legal basis for the Department to administer storage rights in conformity with state law. If the partial decree is silent on an element of a storage right (e.g., who is the holder of the storage right? How much space do they

[17] *A&B Irrigation Dist. v. State*, 157 Idaho 385, 389 (2014) ("The purpose of use element of a storage water right generally contains at least two authorized purposes of use. The first authorizes the storage of water for a particular purpose (i.e., 'irrigation storage,' or 'power storage'). The second authorizes the subsequent use of that stored water for an associated purpose, which is often referred to as the 'end use' (i.e., 'irrigation from storage,' or 'power from storage'). . . . Water diverted and stored pursuant to a storage water right need not be put to the end use immediately, but may be stored for a period of time prior to the end use").

[18] "The Water District 01 Watermaster also explained in his testimony: A storage spaceholder in Water District 01 has the right to use their entire storage allocation at point of diversion, place of use, and purpose of use that are consistent with the decreed water right for the storage reservoir *and their storage contract*." (Emphasis in original.)

have?), only then should the Department review the contract to fill the gap—the contract is evidence of a spaceholder's equitable title to a specific portion of the water stored in a reservoir.

WD01's review of the contract must be narrow. The contracts are between the Bureau and the individual spaceholder and do not create any third-party beneficiaries. Moreover, these contracts are not enforceable by any other entity. In the absence of an action by a party to the contract (or an intended third-party beneficiary) for enforcement, decision-makers lack jurisdiction to decide, for example, whether a party is complying with the terms or whether a term remains enforceable. *See, e.g.*, *Idaho Power Co. v. Hulet*, 140 Idaho 110, 112-13 (2004).[19] Accordingly, reviewing or interpreting the contract beyond the extent needed to fill any gaps left by the water right is beyond the scope of WD01's role in administering Water Right No. 01-2068 and the storage rights within.

b. <u>There is no Basis for WD01 to Treat Rentals as Enlargements if the End Use is Authorized by the Water Right</u>

Given this framework, there is no valid basis for WD01 to presume that <u>every</u> rental of stored water enlarges the lessor's storage right. Or, put another way, that every rental is a *per se* transfer that would not otherwise be allowed in the absence of a formal proceeding under I.C. § 42-222. In fact, when the end use is authorized by the elements of the water right as enumerated in the partial decree there is no enlargement, whether the water was rented or not. *See* IDWR, *Water Right Transfer Processing Memorandum No. 24* (the "Transfer Memo")[20] at 3, 5, 23 (Oct.

[19] "Under Idaho law, if a party can demonstrate that a contract was made expressly for its benefit, it may enforce that contract, prior to rescission, as a third-party beneficiary. The test for determining a party's status as a third-party beneficiary capable of properly invoking the protection of I.C. § 29-102, is whether the agreement reflects an intent to benefit the third party. The third party must show that the contract was made primarily for his benefit, and that it is not sufficient that he be a mere incidental beneficiary. Further, the contract itself must express an intent to benefit the third party. This intent must be gleaned from the contract itself unless that document is ambiguous, whereupon the circumstances surrounding its formation may be considered." (Citations and quotations omitted.)

[20] Attached as <u>Exhibit 9</u> to *Bricker Decl.*

1, 2024).[21] To be sure, an enlargement of a storage right can occur even in the absence of a rental (e.g., a spaceholder uses its stored water within the place of use but for an unauthorized purpose).

By way of analogy, canal companies hold water rights that contain explicit purposes and places of use. If one stockholder[22] transfers its allotted water supply to a fellow stockholder to use on a temporary or permanent basis[23], not only does WD01 *not care* about the transaction, WD01 has *no authority* to prevent or regulate it—there is no enlargement of the water right because the end use remains being irrigation within the company's service area. *See* Transfer Memo at 3, 5, 23; I.C. § 42-219(7).[24] Here, the purpose and place of use for Water Right No. 01-2068 is "irrigation from storage" above Milner, *see* Undisputed Material Fact ("UMF") No. 5, so there is no enlargement of the water right if the end use is irrigation above Milner, even if there was a rental.

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[21] "A transfer application is always required if a proposed change would alter any of the water right elements that may be changed through a transfer application (point of diversion, place of use, period of use, nature of use), as recorded by license, claim, or decree. . . . A transfer application is not required if a proposed change in water use will not alter any of the elements of a license, claim, or decree, except when the change in a point of diversion presents injury or enlargement concerns as described above. . . . Section 42-222(1), *Idaho Code*, provides that a transfer of a water right for the use of stored water for irrigation purposes does not constitute an enlargement in the use of the original water right, even when more acres are irrigated, provided that no other water rights are injured." (Emphasis added.)

[22] Just how spaceholders in Bureau reservoirs hold equitable title to the stored water because they hold contracts and apply the water to beneficial use, so too do stockholders in canal companies. *See Rayl v. Salmon River Canal Co.*, 66 Idaho 199, 209 (1945) ("Respondent operating company merely diverts, conveys, stores and distributes, it does not as such apply any water to a beneficial use, nor do the constituent organizations in the other reservoirs . . . . The water is applied to beneficial use by the stockholder, the individual water user.") (citations omitted).

[23] For example, Twin Falls Canal Company ("TFCC") General Manager Jay Barlogi testified at the hearing on the *Fifth Amended Final Order Regarding Methodology for Determining Material Injury to Reasonable In-Season Demand and Reasonable Carryover* that shareholders may transfer their shares so that lands within TFCC's service area that are not irrigated in one year may be irrigated the next. *See* Settled Agency Hearing Transcript on Appeal, Case No. CV01-23-13238, at Tr. Vol. II, 27:15-28:21, which is attached as Exhibit 10 to *Bricker Decl.*

[24] "Subject to other governing law, the location of the acreage irrigated within a generally described place of use, as defined in accordance with subsections (5) and (6) of this section and as filed with the department pursuant to section 43-323, Idaho Code, may be changed without approval under the provisions of section 42-222, Idaho Code. However, the change shall not result in an increase in either the rate of flow diverted or in the total number of acres irrigated under the water right and shall cause no injury to other water rights. . . ."

In both instances, there is a nominal title holder to the water right (the canal company; the Bureau), there are equitable title holders to the water right (the stockholders; the spaceholders), and there are defined purposes and places of use (irrigation within the company's service area; irrigation above Milner). In neither instance does WD01 have authority over a rental of water that is *wholly* within the water right's place of use (and consistent with the purpose of use); notwithstanding, since 2005 WD01 has taken the bewildering position that it can regulate spaceholders' rentals above Milner by adopting a LTF Rule that is based on the flawed presumption that *any* rental causes an enlargement.

The notion that rentals wholly within a water right's place of use are lawful, and do not implicate IDWR action because no element of the water right is being changed (i.e., there is no need for IDWR to process a transfer application, or alternatively, for WD01 to apply the LTF Rule), is reflected by the fact that *current* LTF Rules in other Water Districts' Rental Pool Procedures only apply to rentals below the mouth of the subject river. *See* Water District No. 63's Amended 2023 Rental Pool Procedures[25] at 8, Procedure 6.3 ("**Out-of-Basin Rentals**. Storage rented for use outside the hydrologic basin of the Boise River or below the confluence of the Boise River and Snake River shall subject the space from which the storage was rented to last to fill in the ensuing accounting year."); Water District No. 65's 2024 Rental Pool Procedures[26] at 9, Procedure 8.1(b) ("Storage supplied under Procedure 5, 6, or 7 with points of diversion below the confluence of the Payette River and the Snake River shall be last to fill."); Water District No. 65K's 2024 Rental Pool Procedures[27] at 2, Procedure 3.6 ("The Space of storage

[25] Attached as Exhibit 11 to *Bricker Decl.*

[26] Attached as Exhibit 12 to *Bricker Decl.*

[27] Attached as Exhibit 13 to *Bricker Decl.*

water leased to the Rental Pool that is rented for uses below the mouth of Lake Fork Creek shall be the last space to fill in the ensuing year").[28] Similarly, WD01 only applied the LTF Rule to rentals for uses below Milner until 2005. UMF No. 18.

In sum, it is outside WD01's authority to regulate rentals of stored water by spaceholders where the end use is authorized by the water right. While *some* rentals may cause an enlargement because the end use is for a purpose or at a place that is not authorized by the water right, not all rentals fall in that category. Yet, when WD01 applies the LTF Rule, it undertakes no evaluation of whether a rental of stored water enlarged a storage right. UMF No. 22. Accordingly, WD01's blanket application of the LTF Rule against *all* rentals results in applications that are baseless, invalid, and unlawful.

II. The End Use of Pocatello's Stored Water in 2022 was Authorized by its Storage Right

a. What is Authorized by Water Right No. 01-2068

As an equitable title holder to 50,000 AF of water stored in Palisades Reservoir, Pocatello is authorized to use the stored water, or cause the stored water to be used, in accordance with the water right's elements. *See A&B*, 157 Idaho at 389; *Pioneer*, 144 Idaho at 108, 114-15. The Partial Decree authorizes "irrigation from storage" at any place within the Counties of Fremont, Madison, Jefferson, Bonneville, Bingham, Bannock, Power, Minidoka, Cassia, Lincoln, Jerome, Twin Falls, Gooding, Teton, and Elmore (i.e., above Milner). UMF No. 5.

b. Pocatello Did Not Enlarge its Storage Right in 2022

[28] Idaho is not alone in viewing intra-district transfers, or rentals amongst Bureau contractors within the Bureau's place of use, as internal matters that are lawful and do not implicate state action (i.e., no need for state approval because there is no change in the water right's place of use). *See, e.g.*, California State Water Resources Control Board, *A Guide to Water Transfers*, at 4-3, A-3 (July 1999), available at https://www.waterboards.ca.gov/waterrights/water_issues/programs/water_transfers/docs/watertransferguide.pdf (last visited Feb. 17, 2025); Oregon Water Resources Department, *Water Rights in Oregon*, at 31 (2024), available at https://www.oregon.gov/owrd/WRDPublications1/aquabook.pdf (last visited Feb. 17, 2025).

In 2022, the end use of Pocatello's stored water was authorized by the Partial Decree—6,290.2 AF of stored water was evacuated from Palisades reservoir, and the water was put to end use for the purpose of "irrigation from storage" at a place above Milner. *See* UMF Nos. 23, 24. As far as WD01 is concerned, that should end the inquiry as to whether the end usage of the stored water was lawful or implicated state action. *See* Transfer Memo at 3, 5, 23. To the extent there is any question about whether the Bureau (as the holder of the water right and the entity with authority to regulate its spaceholders) authorizes Pocatello to rent its stored water to AFRD#2, so that AFRD#2 could put the water to end use in conformity with the Partial Decree, the answer is unequivocal: yes. *See* Contract at ¶ 15. Further, no provision in Pocatello's contract prescribes where Pocatello must deliver its stored water or put its stored water to end use upon evacuation from storage. UMF No. 7.

III. WD01's Application of the LTF Rule in 2023 Was Invalid and Unlawful

a. The *Only* Circumstance Where Application of the LTF Rule is Valid is When it Operates to Prevent *Per Se* Injury to Junior Spaceholders From a Senior Enlarging its Storage Right and Receiving Water in Priority in the Next Year

As the district court held, the application of the LTF Rule is valid when it "operates to prevent unlawful injury" to junior storage rights by prohibiting WD01 from administering senior storage rights (i.e., filling the spaceholder's space) in priority in the year after the senior enlarged its storage right. *Facial MSJ Order* at 13-16. This was the only circumstance where the court held application of the LTF Rule is "constitutionally valid." *Id.* at 19. There is no basis for the Hearing Officer or the Director to devise another circumstance where application of the LTF Rule is valid; in fact, such agency officers lack jurisdiction to decide constitutional questions.

Owsley, 141 Idaho at 134 (2005) ("[T]his Court has held the courts to be 'the proper forum' for the determination of constitutional questions.").

When applying the LTF Rule, the WD01 Watermaster does not administer storage rights in priority; rather, he *changes* the priority of the space evacuated for a rental in the prior year (regardless of whether it actually enlarged the storage right) by assigning it the junior-most priority in the entire Upper Snake River system. *See* UMF Nos. 21, 22; *see also Facial MSJ Order* at 13 ("Under the last-to-fill provision, all storage water rights that are placed into the Water District 01 Rental Pool become last-to-fill in the reservoir system in the following year. In other words, such waters rights are not filled in priority."). However, if a rental does not enlarge the storage right because the end use was authorized by the water right, then there is no *per se*, unlawful injury to prevent, and WD01's application of the LTF Rule against that corresponding space is not only constitutionally invalid, it also violates I.C. § 42-602. *See* UMF No. 9.

b. Because Pocatello Did Not Enlarge its Storage Right in 2022, WD01's Application of the LTF Rule in 2023 was Unlawful and Deprived Pocatello of Stored Water to Which it is Entitled

As shown in section II.b., *supra*, Pocatello did not enlarge its storage right in 2022, so there was no basis for WD01 to apply the LTF Rule against any part of its space in 2023. Yet WD01 still did so, against 2,396 AF of Pocatello's space. UMF No. 25. This erroneous and unlawful application of the LTF Rule caused Pocatello to receive a reduced allocation from WD01, thereby depriving Pocatello of stored water to which it is entitled. UMF Nos. 29-31.

IV. IDWR Should Remedy WD01's Unlawful Action by Ordering WD01 to Issue a Revised 2023 Final Storage Report Wherein WD01 Does not Apply the LTF Rule Against any Part of Pocatello's Space, and Prohibiting WD01 From Applying the LTF Rule Against Rentals That Do Not Enlarge Storage Rights

Because WD01 deprived Pocatello of stored water to which it is entitled, corrective actions must be taken. Pocatello proposes that a proper remedy is for WD01 to issue a revised 2023 Final Storage Report wherein WD01 does not apply the LTF Rule against any of Pocatello's space. In the absence of the Department ordering WD01 to take proper corrective actions, Pocatello will seek judicial relief to remedy WD01's unconstitutional taking of its real property.

Further, to avoid future invalid applications of the LTF Rule, Pocatello requests that the Department issue an order prohibiting WD01 from applying the LTF Rule against rentals that do not enlarge storage rights.

CONCLUSION

Based on the foregoing, Pocatello respectfully requests that the Hearing Officer issue a *Recommended Order*, and the Director issue a *Final Order*, granting Pocatello's *Motion* in its entirety.

Respectfully submitted this 18th of February 2025.

SOMACH SIMMONS & DUNN, P.C.



Sarah A. Klahn, ISB #7928
Maximilian C. Bricker, ISB #12283
Attorneys for Plaintiff City of Pocatello

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of February 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

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Sarah A. Klahn, ISB No. 7928

RECEIVED
Feb 18, 2025
DEPARTMENT OF
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BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**DECLARATION OF MAXIMILIAN C. BRICKER IN SUPPORT OF CITY OF POCATELLO'S MOTION FOR SUMMARY JUDGMENT**

I, MAXIMILIAN C. BRICKER, hereby declare and state as follows:

1. I am an attorney of record for the City of Pocatello in the above-captioned matter.

2. I am over the age of 18, and I make this declaration based upon my own personal knowledge.

3. Attached hereto as Exhibit 1 is a true and correct copy of Contract No. 14-06-100-1825.

4. Attached hereto as Exhibit 2 is a true and correct copy of excerpts from Water District No. 01's ("WD01") 1960 Watermaster Report, which is available at https://research.idwr.idaho.gov/apps/waterrights/relateddocs/relateddocswaterdistrictyearwithyear.asp?water_dist_no=01 (last visited Feb. 13, 2025).

5. Attached hereto as Exhibit 3 is a true and correct copy of excerpts from WD01's 1979 Watermaster Report, which is available at https://research.idwr.idaho.gov/apps/waterrights/relateddocs/relateddocswaterdistrictyearwithyear.asp?water_dist_no=01 (last visited Feb. 13, 2025).

6. Attached hereto as Exhibit 4 is a true and correct copy of excerpts from WD01's 1989 Watermaster Report, which is available at https://research.idwr.idaho.gov/apps/waterrights/relateddocs/relateddocswaterdistrictyearwithyear.asp?water_dist_no=01 (last visited Feb. 13, 2025).

7. Attached hereto as Exhibit 5 is a true and correct copy of excerpts from WD01's 2022 Final Storage Report.

8. Attached hereto as Exhibit 6 is a true and correct copy of the Cities' 2022 Mitigation Report.

9. Attached hereto as Exhibit 7 is a true and correct copy of IDWR's Verification of the Cities' 2022 Mitigation Report.

10. Attached hereto as Exhibit 8 is a true and correct copy of a map depicting AFRD#2's service area, which I created and downloaded from https://maps.idwr.idaho.gov/agol/IrrigationOrganizations/ (last visited Feb. 13, 2025).

11. Attached hereto as Exhibit 9 is a true and correct copy of IDWR's *Water Right Transfer Processing Memorandum No. 24* (Oct. 1, 2024), which is available at https://idwr.idaho.gov/wp-content/uploads/sites/2/legal/guidance/Transfer-Process-24-October-1-2024.pdf (last visited Feb. 13, 2025).

12. Attached hereto as Exhibit 10 is a true and correct copy of excerpts from the transcripts from the *Settled Agency Hearing Transcript on Appeal*, Case No. CV01-23-

13238, which is available at https://idwr.idaho.gov/wp-content/uploads/sites/2/legal/CV01-23-13238/CV01-23-13238-20230928-Settled-Agency-Hearing-Transcript-on-Appeal.pdf (last visited Feb. 13, 2025).

13. Attached hereto as Exhibit 11 is a true and correct copy of Water District No. 63's Amended 2023 Rental Pool Procedures, which is available at https://idwr.idaho.gov/wp-content/uploads/sites/2/water-supply-bank/WD63-Adopted-2023-Rental-Pool-Procedures.pdf (last visited Feb. 13, 2025).

14. Attached hereto as Exhibit 12 is a true and correct copy of Water District No. 65's 2024 Rental Pool Procedures, which is available at https://idwr.idaho.gov/wp-content/uploads/sites/2/water-supply-bank/WD65-Rental-Pool-Procedures.pdf (last visited Feb. 13, 2025).

15. Attached hereto as Exhibit 13 is a true and correct copy of Water District No. 65K's 2024 Rental Pool Procedures, which is available at https://idwr.idaho.gov/wp-content/uploads/sites/2/water-supply-bank/WD65K-Procedures.pdf (last visited Feb. 13, 2025).

16. Attached hereto as Exhibit 14 is a true and correct copy of the *Amended Order on Cross Motions for Summary Judgment* in *City of Pocatello v. Idaho Water Res. Bd.*, Case No. CV42-23-1668 (Twin Falls Dist. Ct., Jan. 10, 2024), which is available at https://idwr.idaho.gov/wp-content/uploads/sites/2/legal/CV03-23-00876/CV42-23-1668-20240110-Amended-Order-on-Cross-Motions-for-Summary-Judgment.pdf (last visited Feb. 17, 2025).

I declare under penalty of perjury under the laws of the State of Idaho that the foregoing

is true and correct.

DATED this 18th day of February 2025.

__*/s Maximilian C. Bricker*_____
Maximilian C. Bricker

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of February 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

IDAHO DEPARTMENT OF WATER RESOURCES Director Mathew Weaver Sarah Tschohl Mathew.weaver@idwr.idaho.gov sarah.tschohl@idwr.idaho.gov file@idwr.idaho.gov
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Sarah A. Klahn, ISB No. 7928

EXHIBIT 1

Contract No. 14-06-100-1825

Contract No.
14-06-100-1825

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

Minidoka and Palisades Projects
Idaho

Contract With
CITY OF POCATELLO
Concerning Storage Capacity in Palisades Reservoir,
and Related Matters

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Contract No.
14-06-100-1825

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

Minidoka and Palisades Projects
Idaho

Contract With
CITY OF POCATELLO
Concerning Storage Capacity in Palisades Reservoir,
and Related Matters

THIS CONTRACT, made this 8th day of January 1960, pursuant to the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA (hereinafter called the United States), acting through the Secretary of the Interior, and the CITY OF POCATELLO (hereinafter referred to as the City unless otherwise indicated), a municipal corporation organized and existing under the laws of the State of Idaho,

WITNESSETH, That:

2. WHEREAS, the United States, under the Federal Reclamation Laws, has heretofore constructed and is now operating Jackson Lake, Island Park, American Falls, and Lake Walcott reservoirs, among others, and is now constructing Palisades Dam and Reservoir Project (herein called the Palisades Project);

3. WHEREAS, the City, desiring to cooperate with the United States and the various other water users organizations that enter into like contracts in the water conservation program that will be made possible with the construction of Palisades Reservoir and its operation in conjunction

with other Federal reservoirs on the Snake River, as herein proposed, has heretofore made application to contract for the use for its benefit of storage capacity in Palisades Reservoir; and

4. WHEREAS, the United States and the City have not heretofore entered into any contracts with respect to storage rights in reservoirs on the Snake River above Milner Dam, but the City, securing water for all municipal uses by pumping from underground and from surface flows that would, if not intercepted by the City, flow into the Snake River below Palisades Dam, desires to replace in the Snake River by means of storage at Palisades Reservoir water in volume approximately the equivalent of that removed by pumping from Snake River tributary underground and surface flows, and it having been determined that 50,000 acre-feet of active capacity in Palisades Reservoir will furnish such approximate equivalent volume;

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants hereinafter stated, it is hereby agreed by the parties hereto, as follows:

Definitions

5. The following terms, wherever used in this contract, shall have the following respective meanings:

"Secretary" shall mean the Secretary of the Interior or his duly authorized representative.

"Federal Reclamation Laws" shall mean the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplemental thereto, including the Act of September 30, 1950 (Public Law 864, 81st Congress, 2d Session).

"Advisory Committee" shall mean the committee defined by article 30 of this contract or its duly authorized representative.

"Irrigation season" shall mean a period of each year beginning April 1 and ending October 31 of that year.

"Storage season" shall mean, with respect to the reservoir involved, the period beginning October 1 of one year and ending during the next year when, as to the particular reservoir, no more water is available for storage.

"Reservoir system" shall mean the existing and authorized Federal reclamation reservoirs on the Snake River and its tributaries down to and including Lake Walcott.

"Upper valley" shall mean the irrigated areas of the Snake River Basin that are served by canals diverting from the Snake River and its tributaries above American Falls Dam.

"Lower valley" shall mean the irrigated areas of the Snake River Basin that are served by canals diverting from the Snake River and its tributaries between American Falls Dam and Milner Dam.

"Watermaster" shall mean the officer of the State of Idaho charged by law with the distribution of Snake River water in the lower and upper valleys, or such other officer properly authorized by law and designated by mutual agreement of the Secretary and the Advisory Committee.

"Delivery" when used herein in relationship to stored water, shall mean direct delivery from the reservoir system and delivery accomplished in the manner provided in article 16.

Provisions Relating to Storage Capacity in Palisades Reservoir (Articles 6 through 11)

United States to Construct Works

6. (a) Within the limits of the authorization therefor, the United States is now constructing and will complete and operate and maintain Palisades Dam on the Snake River in the vicinity of Irwin, Idaho, to provide a reservoir of an active capacity of about 1,200,000 acre-feet, and related facilities, substantially in accordance with the plans set forth in House Document No. 720, 81st Congress.

(b) When the dam and reservoir are ready for the storage and delivery of water for irrigation purposes, the Secretary shall so announce, including a statement of the active capacity that will be available for irrigation storage.

Capacity to be Available to the City

7. The authorized dam will provide a reservoir with an estimated active storage capacity of 1,200,000 acre-feet and, based on that estimated capacity, the use and benefit of four and one thousand six hundred sixty-seven ten thousandths percent (4.1667%) of that capacity is allocated hereby to the City. Beginning with the first full irrigation season after the Secretary has announced that the reservoir is ready for storage and delivery of water for irrigation purposes, the United States will make available to the City the stored water accruing to that percentage of the active capacity of that reservoir, within the limits and on terms and conditions provided in this contract. That percentage shall, so long as the reservoir has an active capacity of 1,200,000 acre-feet, be treated as the equivalent of 50,000 acre-feet of active capacity. The latter figure may, however, be adjusted from time to time by agreement between the Secretary and the Advisory Committee whenever there are determinations that the active capacity is other than above stated.

Construction Charge Obligation

8. (a) The City shall pay to the United States for the use of space as provided in article 7, as the construction charge obligation, the sum of four hundred fifty thousand dollars ($450,000), this being determined at the rate of nine dollars ($9.00) per acre-foot of capacity and on the assumption that the reimbursable construction costs of the Palisades Project finally allocated to joint facilities equal or exceed the sum of twenty-three million two hundred one thousand one hundred dollars ($23,201,100). If the reimbursable joint facility construction costs, as

finally determined, are less than twenty-three million two hundred one thousand one hundred dollars ($23,201,100), and, as a result, the amount of joint facility costs allocated to irrigation is less than the amount expected so to be allocated according to the Secretary's report of July 1, 1949, the amount of the reduction shall be proportioned between irrigation construction costs assigned to be repaid by the water users and those assigned for repayment from power revenues on the basis of the amounts of estimated irrigation construction costs so assigned in the Secretary's report of July 1, 1949. The amount of reduction, if any, when determined by the Secretary, shall be distributed equally as a credit against the construction charge obligation of all space the costs of which are allocated to irrigation. The total amount of credit and the portion thereof to which the City is entitled shall be announced in writing by the Secretary promptly after final construction costs are determined and the allocations thereof are made. In no event, however, shall the credit be such as to reduce the City's total construction charge obligation to less than three hundred eighty-seven thousand five hundred dollars ($387,500), this being at the rate of seven dollars and seventy-five cents ($7.75) per acre-foot of capacity as initially stated in article 7.

1/ Of the estimated joint facility construction costs, $21,724,400 were allocated to irrigation under the report approved and adopted by the Secretary on July 1, 1949 (H. Doc. No. 720, 81st Cong.).

(b) The construction charge obligation under this article shall be repaid by the City to the United States in forty (40) successive annual instalments to be as nearly equal as is practicable. The due date of the initial instalment, established in relation to the date announced by the Secretary as the date that the dam is substantially complete and ready for storage, will be as follows: (i) if, on the announced date, the provisions of (d) of article 21 are still in effect, the first instalment shall be payable on or before December 31 of the third full calendar year after that date, the project for repayment purposes being treated as incomplete during the first two years; and (ii) if, on the announced date, the provisions of (d) of article 21 are no longer in effect, the first instalment shall be payable on or before December 31 of the first full calendar year after that date. In the event there is, under the operation of (a) of this article, a reduction in the City's total obligation after the payment of instalments has started, the amount of credit available shall be distributed evenly over the remaining unaccrued instalments as of the time the amount of the credit is announced.

Operation and Maintenance Obligation - Palisades

9. (a) The City, beginning as provided in (b) of this article and continuing during the period of operation and maintenance of the Palisades Dam and Reservoir by the United States, shall pay to the United States in advance four and seventeen hundredths percent (4.17%) of the costs of operating and maintaining that dam and reservoir, including whatever costs may be incurred in the delivery of water therefrom, which are apportionable

to the irrigation storage rights therein. There shall be determined from time to time by the Secretary, after consultation with the Advisory Committee, the basis for distributing among the various purposes which by law are to be served by the dam and reservoir the costs of operation and maintenance thereof and the basis for assigning those costs for repayment. In determining the total costs annually apportioned to the irrigation storage rights there shall be deducted from the total annual cost of operation and maintenance of the dam and reservoir, those costs which are determined to be properly chargeable to other purposes served by the reservoir and for which other provision for repayment, in whole or in part, is made pursuant to law. The costs apportionable to the irrigation storage rights shall be distributed annually to all storage space that is made available for irrigation purposes.

(b) Beginning with January 1 of the year in which the use and benefit of Palisades space is first available to the City as provided in article 7, payment of the City's share of Palisades Dam and Reservoir operation and maintenance costs shall be made for each calendar year on the basis of annual estimates by the Secretary. The notice of these annual estimates, hereinafter referred to as the operation and maintenance charge notice, shall contain a statement of the estimated cost of operation and maintenance of the dam and reservoir to be incurred in the calendar year involved and the amount of the City's share of those estimated costs. The operation and maintenance charge notice shall be furnished to the City on or before February 1 of the calendar year for which the notice is issued,

but, when requested by the City, a preliminary estimate shall be given at such earlier date as is agreed on in writing. The City shall pay the amount stated in the notice on or before April 1 of the year for which it is issued or such other date as may be agreed on in writing.

(c) Whenever, in the opinion of the Secretary, funds so advanced will be inadequate to meet the City's share of the costs of operating and maintaining the dam and reservoir, he may give a supplemental operation and maintenance charge notice, stating therein the amount of the City's share of the additional funds required, and the City shall advance that additional amount on or before the date specified in the supplemental notice. If funds advanced by the City under this article exceed the City's share of the actual costs of operation and maintenance of the dam and reservoir for the year for which advanced, the surplus shall be credited on the operation and maintenance charge to become due for succeeding years.

Nature and Extent of Palisades Storage Right

10. (a) Beginning with the storage season indicated in article 7, the City shall be entitled to have the following storage rights in Palisades Reservoir:

(1) The right to have stored to its credit during each storage season, four and one thousand six hundred sixty-seven ten thousandths percent (4.1667%) of all water stored in Palisades Reservoir during that season under the Palisades storage right.

(2) The right to have held over from one irrigation season to the next, stored water to which it is entitled.

The total amount of stored water to the City's credit at any time shall not, however, exceed the total amount of space in the reservoir available to the City under this contract, and the City's storage rights in Palisades Reservoir are hereby made subject to the provisions of (c) of this article.

(b) Stored water available under the rights in Palisades Reservoir created by this contract shall be available for delivery to the City during any irrigation season within these limitations:

(1) Deliveries shall be limited at any time to the amount which can be delivered by means of the City's proportionate share of the outlet capacity, taking into account the requirement of passing through the reservoir water belonging to prior rights and the physical limitations of the existing outlet works.

(c) Under the provisions of the Act of September 30, 1950, the active capacity of Palisades Reservoir will be used jointly for irrigation and flood control storage in accordance with the operating plan set forth in House Document No. 720, 81st Congress, and attached hereto as Exhibit A, as that plan is implemented by rules and regulations issued pursuant to section 7 of the Act of December 22, 1944 (58 Stat. 890). All the City's storage rights are subject to the operation of the reservoir in accordance with this subarticle. In the event Palisades Reservoir fails to fill during any storage season by reason of such flood control operations, the amount of shortage so attributable shall be prorated equally over all space allocated to storage of water for irrigation, municipal, or other miscellaneous purposes and shall be charged against all stored water including that, if any, carried over from prior irrigation seasons.

Saving of Winter Water; Special Storage Right

11. (a) Beginning with the date announced by the Secretary as the time when Palisades Reservoir will be ready for operation as provided in article 6, certain water users organizations have contracted with the United States to make, for a period of 150 consecutive days during the period from November 1 through April 30 of each storage season, no diversion of water from the Snake River or any of its tributaries by means of its existing diversion works or by any other means.

(b) The total savings of water during each storage season as the result of curtailment of winter diversions by the water users organizations diverting from the Snake River who have contracted with the United States to curtail or cease diversions is agreed to be 143,000 acre-feet, of which 135,000 acre-feet are attributable to curtailments by those diverting above American Falls Dam and 8,000 acre-feet below that point. The City, not partaking in the winter water savings program, shall be entitled to no storage in Palisades Reservoir by reason of the program set out in this article.

(c) The right to store water pursuant to this article shall be prior in time over the storage rights held by the United States for American Falls Reservoir (the latter having a priority dated March 30, 1921), or any storage rights held by the United States or the City that are junior to the American Falls rights. The City hereby consents to the granting of special storage rights with a like priority to all water users organizations and all water users who, directly or indirectly, contract

to curtail storage season diversions substantially as provided in (a) of this article within these maxima, as to total special storage rights:

(1) For water users organizations and water users diverting above American Falls Dam — 135,000 acre-feet.

(2) For water users organizations and water users diverting between American Falls Dam and Milner Dam — 8,000 acre-feet, exclusive of the special storage rights described in (d) of this article.

(d) The City also hereby consents to permitting the North Side Canal Company and the Twin Falls Canal Company to store, in either American Falls or Palisades Reservoir, during the months of November through March of any storage season under a priority like that provided in (c) above, water that would otherwise accrue to them within these rights:

The rights of the North Side Canal Company and of the Twin Falls Canal Company, respectively, to divert at Milner Dam for domestic and livestock uses during those months as follows:

North Side Canal Company ..... 126,000 acre-feet

Twin Falls Canal Company ..... 150,000 acre-feet

within this limitation:

If, taking account of all storable water whether stored or not, Palisades and American Falls reservoirs fail to fill during any storage season, any water diverted during that storage

season by the North Side Canal Company in excess of 126,000 acre-feet (but not to exceed the amount of deficiency in fill), and by the Twin Falls Canal Company in excess of 150,000 acre-feet (but not to exceed the amount of deficiency in fill), will be charged as of the end of that storage season against the allotment of American Falls storage to these respective companies.

This limitation in the case of the North Side Canal Company shall become operative from the date Palisades Reservoir is ready for operation, but in the case of the Twin Falls Canal Company need not be made operative until the first year in which that company exercises the special storage provision to which consent is here given.

Provisions Relating to Exchange and Redefinition of Existing American Falls and Jackson Lake Storage Rights; Winter Power Operations at the Minidoka Powerplant

(Articles 12 through 13)

Consent to American Falls-Jackson Lake Exchange and Redefinition of Storage Rights

12. Certain upper valley water users organizations owning storage rights in American Falls Reservoir have agreed or will agree in connection with the acquisition of Palisades Reservoir rights to accept in exchange for a portion of their American Falls rights certain storage rights in Jackson Lake Reservoir below elevation 6752 feet above sea level (U.S.G.S. datum), the provisions for such exchange being substantially as set out in the revised document entitled "Basic Provisions Incorporated

or to be Incorporated in Contracts With Upper Valley and Lower Valley Water Users Organizations to Govern the Permanent Exchange of Certain American Falls and Jackson Lake Storage Rights", attached hereto as Exhibit B, and these and other water users organizations have agreed or will agree to permit the United States to operate all space in Jackson Lake Reservoir on a holdover basis. The City hereby consents to such exchange and to such holdover operating arrangements.

Winter Power Operation; Minidoka Powerplant

13. (a) The United States, in its operation of American Falls and Minidoka dams during the storage season of each year is required to pass through enough water to satisfy existing diversion rights in the stretch of river down to and including Milner Dam and certain power rights below Milner Dam, and has the privilege under an existing decree to use at Minidoka Dam 2,700 cubic feet per second of water for the development of power. While the United States must operate the American Falls and Minidoka dams so as not to interfere with these third-party rights, it will be the objective of the United States in the operation of both its American Falls and Minidoka powerplants to curtail the release of additional water from American Falls Reservoir for power production at those powerplants during the storage season of any year whenever operation of those powerplants to the full extent of their respective water rights for power production would result in loss of irrigation water otherwise storable in the reservoir system. Accordingly, except as it is determined by the Secretary that additional water may be passed through American Falls and Minidoka dams without the

loss of water that could be stored for irrigation in the reservoir system, the United States will, during each storage season beginning October 1, 1952, and continuing so long as the provisions of (c) of this article remain operative, limit the release of water through those dams as follows:

> To the amount of water required to provide flows below Minidoka Dam sufficient to meet existing diversion rights in the reach of the river through Milner Dam and the power rights required to be recognized under the provisions of the contract of June 15, 1923, between the United States and the Idaho Power Company (Symbol and No. Ilr-733), as those diversion and power rights may be modified from time to time.

To the extent that it is practicable to do so, the Advisory Committee will be informed in advance of any plans for the release of water in excess of the foregoing limitations; and that Committee will be furnished written reports as of the close of the storage season of each year showing, among other things, the releases actually made and the minimum releases required to be made.

(b) Curtailment of releases as provided in (a) of this article will result in there being, in some years, additional water available for storage for irrigation purposes in American Falls, Island Park, and Palisades reservoirs. In any storage season when these reservoirs fail to fill, the saved water attributable to such curtailment shall be credited, first, to Island Park Reservoir to the extent of 45,000 acre-feet without regard

to the priority of the storage permits held for that reservoir, and thereafter to American Falls, Island Park, and Palisades reservoirs in the order of priority of their respective storage permits, the crediting to Island Park Reservoir and to any storage right in any other reservoir (except the lower valley exchanged space in American Falls Reservoir) being contingent on the owners of these rights obligating themselves for their share of the annual payments for power replacement in keeping with the provisions of (e) of this article.

(c) For the purposes of this contract and without relinquishment of any part of the power rights herein described, it is assumed that but for curtailment of operations as provided in (a) of this article, units 1 through 6 of the Minidoka powerplant would be operated during the storage season of each year to the maximum extent practicable within the limits of the power rights therefor (2,700 second-feet as decreed by the District Court of the Fourth Judicial District of Idaho on June 20, 1913, in the case of Twin Falls Canal Company v. Charles N. Foster et al.) and that in consequence of operations under this article there may be losses in the production of power and energy at that plant. To offset such losses, the United States will, as nearly concurrently as practicable, make replacement by the delivery of power and energy into the Minidoka power system at the Minidoka powerplant from other interconnected Federal powerplants being operated under the Federal Reclamation Laws. Payment for such replacement power and energy shall be made by the City and all other contractors having

reservoir rights benefiting from the water savings resulting from operations under the provisions of (a) of this article in annual amounts determined as follows:

(i) Prior to the date when either the American Falls powerplant or Palisades dam powerplant is first in service, the payment for any year shall be the product, in dollars, of the then controlling average annual replacement requirement, in kilowatt-hours, times four mills ($0.004).

(ii) Beginning with the date when either the American Falls powerplant or Palisades dam powerplant is first in service, the payment for any year shall be the product, in dollars, of the then controlling average annual replacement requirement, in kilowatt-hours, times the price per kilowatt-hour, figured at 100 percent load factor, under the then existing rate schedule for the sale of firm power and energy from the plant or plants involved.

In determining replacement requirements under this article, no account is intended to be taken, by way of offset or otherwise, of the effect of any reservoir system storage operations on the seventh unit of the Minidoka powerplant.

(d) The replacement requirements for the year ending September 30, 1953, shall be 5,699,000 kilowatt-hours, being the average annual replacement requirement for the period beginning October 1, 1931, and ending

September 30, 1951. The average annual replacement requirement under either (i) or (ii) of (c) above for the year ending September 30, 1954, shall be the average of the annual replacement requirements for each year of the 20-year period ending September 30, 1953, and for each 12-month period after September 30, 1954, shall be the average of the annual replacement requirements of each year of the 20-year period ending on September 30 of the prior year. In deriving this average there shall be used, as annual net power production losses for each year, the annual figures for the years through September 30, 1951, as shown in Table 1 of the document entitled "Criteria and Method for Determination of Certain Minidoka Powerplant Production Losses From Restrictions on Use of Water Rights"[2/], and for each year thereafter, a net power production loss calculated on the basis of the comparison of (1) the total energy that could have been produced by units 1 through 6 of the Minidoka powerplant based on the water flows actually recorded at the U.S.G.S. Minidoka gaging station (hereinafter called the Minidoka gage), corrected as hereinafter provided, and (2) the energy which theoretically could have been generated at those units with the flows at the Minidoka gage without a curtailment in winter power operation as provided in this article and exclusive of irrigation storage releases. Using conclusions reached as to flows and heads, the power loss calculations will be made by utilizing the power production curves shown in drawing No. 17-100-139 incorporated by reference in the document identified above, but increases in energy in any year by reason of taking American Falls

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2/ Duplicate originals of this document shall be filed with the watermaster of District No. 36, the officer of the United States in charge of the Minidoka Project, and the Burley Irrigation District.

storage into account as provided in subparagraph (iii) of this subarticle (d) shall be accounted for as compensating offset up to but not exceeding energy losses accruing in that year by reason of curtailment in power operations under this article.

To correct flows under (1) above, all storage releases except American Falls shall be excluded and the measure of American Falls storage passing the Minidoka gage shall be the increase in storage at that gage over that computed at the Blackfoot gaging station as shown in the annual report entitled "Water Distribution and Hydrometric Work, District 36, Snake River, Idaho", the latter further corrected for any American Falls storage that may have been present by reason of having been stored temporarily upstream and that portion of Palisades storage which was diverted above the Minidoka gage. In measuring American Falls storage, it shall be assumed that storage is released from downstream reservoirs first. The flow at the Minidoka gage without storage shall be taken to be the normal flow at that gage as shown by that same report. In determining water flows, with and without curtailment of power operations as provided by this article, these assumptions shall be used with respect to units 1 through 6 of the Minidoka powerplant:

(i) There is a right for power production to maintain a flow of 2,700 second-feet at Minidoka Dam during the storage season of each year in accordance with the decree entered June 20, 1913, supra, if that flow, disregarding the storage of saved water in the reservoir system under the provisions of this article, would be available at Minidoka Dam.

(ii) There is a right to use, within the hydraulic capacity of these units, whatever natural flow passes Minidoka Dam during each irrigation season.

(iii) Although there is no right to have water stored under American Falls Reservoir rights released for power production, during the period that such storage is being released for irrigation there will be more energy produced by these units than is attributable to the natural flow rights therefor, which shall be taken into account as a compensating offset as provided above in this subarticle (d).

To determine controlling power heads, the effective power head for any period shall be derived on the basis of recorded forebay and tailwater elevations for that period.

The foregoing criteria for determinations of annual net power production losses may be changed from time to time but only if the changes are made in writing with the approval of the Secretary, the Advisory Committee, and the boards of directors of both the Burley and Minidoka irrigation districts. Determinations as to net power production losses for each year and the average annual replacement requirement under this article shall be made by a committee of three comprising the state watermaster of District No. 36, a representative to be selected jointly by the Burley and Minidoka irrigation districts and the North Side Canal Company, Ltd., and the officer of the United States in charge of the Minidoka

project, but, should that committee fail to make a determination for any year by January 1 of the year for which the determination is required, it may be made by the Secretary.

(e) The annual payment determined as provided in this article shall be apportioned among the benefiting reservoirs as follows: (i) prior to the first full storage season during which Palisades Reservoir is in operation, eighty-eight percent (88%) to American Falls Reservoir and twelve percent (12%) to Island Park Reservoir; and (ii) beginning with the first full storage season of Palisades operation, seventy-eight percent (78%) to American Falls, twelve percent (12%) to Island Park, and ten percent (10%) to Palisades. The amount apportioned to each reservoir shall be accounted for as part of the operation and maintenance costs for which provisions for payment for the City's share is made elsewhere in this contract. The amount apportioned to American Falls Reservoir shall be distributed equally over all space available for irrigation storage, excluding the lower valley exchanged space but including in lieu thereof the upper valley exchanged space in Jackson Lake Reservoir.

(f) If the owners of any storage rights to benefit from the operation of this article fail to obligate themselves for their share of the annual payments for power replacement hereunder, the saved water creditable to such rights and the power replacement costs chargeable thereto shall be redistributed according to a formula to be agreed on in writing between the Advisory Committee and the Secretary. Such formula shall, however, be as nearly consistent as practicable with the formula that would control but for such redistribution.

Provisions of General Application to All Rights Established or Defined by This Contract
(Articles 14 through 37)

Temporary Storage and Exchange of Water; Release of Jackson Lake and Palisades Water for Power Production

14. (a) It is the purpose of the United States and the water users having storage rights in the reservoir system (including the City) to have the reservoir system so operated as to effect the greatest practicable conservation of water. In keeping with this purpose, the endeavor will be to hold stored water in reservoir system space that is farthest upstream. Water in storage in any of the reservoirs of the system may, however, when the watermaster and the Advisory Committee determine this to be in the interest of water conservation, be held temporarily in unoccupied space in any other reservoir in the system. And the City hereby consents to the making, with the approval of the watermaster, of annual exchanges of stored water among the various reservoirs of the system. No such temporary holding of water or such annual exchanges shall, however, deprive any entity of water accruing to space held for its benefit.

(b) During any storage season, the United States, after consultation with the Advisory Committee may release stored water from Palisades Reservoir for the maintenance of power production at Palisades dam powerplant and may store such water in American Falls Reservoir. The release of such water will be confined, however, in storage seasons when it appears that American Falls, Palisades, and Jackson Lake reservoirs will fail to fill, to water required for the maintenance of a minimum firm power production (estimated to be about 11,000,000 kilowatt-hours per

month at an average production of 15,000 kilowatts) and which can be stored in American Falls Reservoir; and no such release shall be made that will preclude the later delivery of water, by exchange or otherwise, to the upper valley entities entitled thereto.

Rental of Water; Sale of Space

15. (a) The City may rent stored water which has accrued to its credit in any reservoir of the system, but such rentals shall be for only one year at a time and at rates to be approved in advance by the Secretary and the Advisory Committee. Rates shall not exceed the annual costs under the City's obligations to the United States which are properly apportionable to such water, plus an amount sufficient to cover other annual costs of the City which are properly apportionable thereto.

(b) No sale of storage rights in the reservoir system, created or defined by this contract, shall be made except on terms and conditions approved by the Secretary.

Delivery of Water; Measurement and Losses

16. (a) To the extent that water is pumped from wells and from surface streams that flow into American Falls Reservoir, actual measurements at the well heads and at the discharge lines of other pumping plants delivering water for the City shall be made during each irrigation season. One-half of all water provided through the City's system for the use of its water users from any and all sources in any irrigation season shall be accounted for as water stored for the City as provided in article 10 and charged thereto, except an amount of 7,000 acre-feet of water in

each irrigation season until the first irrigation season beginning after a consolidation or merger has been made by the City with the water system of the City of Alameda When the amount shall be increased to 10,000 acre-feet of water to reflect prior uses of that city and other nearby communities. Delivery of water to the City that as above provided in this article is chargeable to stored water for any irrigation season, shall be limited, however, to the quantities of stored waters available as provided in article 10.

(b) The water chargeable to City stored water as provided in this article shall be determined during the irrigation season of each year. Corresponding credits shall be given by the watermaster to the water rights, whether natural flow or storage rights, that have been infringed on by pumping for the City. The amounts represented by such infringements, to whomsoever they shall accrue, shall be made up out of stored water available to the City under this agreement as necessary. The determination of the charges and the credits hereunder shall be under a formula to be devised by the watermaster, after consultation with the Advisory Committee, taking account as one factor the so-called Newell formula with respect to the inflow into American Falls Reservoir, as this formula is affected in the judgment of the watermaster, by the operation of this contract and by other factors that affect the formula. Departures from that formula shall be called to the attention of the Advisory Committee from time to time.

(c) In addition to other specific provisions as to the distribution of losses chargeable to stored water, there shall be charged against stored water held under this contract to the credit of the City in any reservoir of the system at the end of any irrigation season one and one-half percent (1½%) to offset evaporation losses. Such charge shall be made as of not later than the end of the ensuing storage season.

Ordering of Water

17. Under the plan of water use of the City, there will normally be no direct delivery from the Snake River of stored water. Therefore, the provisions of article 16 will govern as to the rights to water, whether charges therefor shall be against natural flow or stored water, matters of replacement of water from storage, and related problems. If the City should, however, construct facilities which would permit the direct delivery of stored water to it from the Snake River, such delivery shall be effected by the City giving notification to the watermaster, a reasonable period in advance, of the amount of water within its entitlements as stated in this agreement to be delivered for diversion by the City.

Complaints Regarding Water Supply

18. The United States and its officers, agents and employees in charge of reservoirs in the reservoir system and the watermaster will use their best efforts and best judgment to deliver to the City its proportionate share of the water to which it is entitled under this contract. Should the City feel aggrieved because of an alleged mistake or inaccuracy in the delivery of water or in the division of stored water among the parties

entitled to such water from the reservoir system, the City shall immediately report such alleged mistake or inaccuracy to the watermaster and to the official of the United States in charge of the reservoir involved. If the watermaster finds that the City's proportionate share of stored water is not being delivered, he will correct the error as early as possible. No liability, however, shall accrue against the United States, its officers, agents or employees, or the watermaster for damage, direct or indirect, arising by reason of shortages in the quantity of water available through the reservoir system by reason of drought, inaccuracy in distribution, hostile diversions by third parties, prior or superior claims, accident to or failure of the facilities comprising the reservoir system, whether or not attributable to negligence of officers, agents or employees of the United States, or other similar causes of whatsoever kind. Nor shall the City's obligations to the United States under this contract be reduced by reason of such shortages or interruptions.

Payment of Costs in Delivery and Distribution of Stored Water

19. (a) The City shall pay, in addition to its proportionate share of the costs of operation and maintenance of the Palisades Reservoir as provided under article 9 of this contract, its proportionate share of all costs of the delivery and distribution of water beyond the outlet works of the delivering reservoirs. These costs shall include, with respect to costs incurred by the United States, all costs and expense of whatsoever nature or kind in connection with, growing out of, or resulting from the distribution of stored water, the protection of stored water between the reservoir and the points of diversion from the river including the prevention of diversion of such water by parties not entitled thereto. Whatever costs of this

character are incurred by the United States shall be distributed among the City and all others on whose behalf such costs have been incurred on the basis that the operation and maintenance costs of the reservoir from which the water was delivered are distributed among the various rights. Unless otherwise agreed in writing by the Secretary and the Advisory Committee, such costs shall be paid annually and for billing purposes shall be included as part of the operation and maintenance costs under article 9 of this contract.

(b) The City shall also pay its proportionate share of the costs incurred by the watermaster in the delivery and distribution of water in accordance with the provisions of article 17 to the extent that those represent costs incurred other than by the activities of the United States in the delivery and distribution of water. The costs will be apportioned and paid in accordance with the provisions of the laws of the State of Idaho.

Computation of Costs

20. The costs which enter into the cost of operation and maintenance of the various reservoirs and the costs of delivery and distribution of water, portions of which costs are to be paid by the City, shall embrace all expenditures of whatsoever kind in relation to the function for which the charge is made, including, but without limitation by reason of this enumeration, cost of surveys and investigations, labor, property, material and equipment, engineering, legal, superintendence, administration, overhead, general expenses, inspection, special services, and damage claims of all

kinds whether or not involving the negligence of officers, agents or employees of the United States, but shall be exclusive of amounts which the law does not require to be repaid and which the Secretary determines as a matter of policy are to be treated as nonreimbursable.

Title to and Operation of Powerplant; Power Revenues

21. (a) Title to Palisades dam powerplant and all works incidental and appurtenant thereto, built or to be built by the United States, shall remain in the United States until otherwise provided by the Congress.

(b) All revenues derived from the sale or other use or disposal of power and energy developed at the Palisades dam powerplant shall be and remain the property of the United States.

(c) The United States, in its operations of the Palisades dam powerplant, will be governed by the provisions of article 14 and these criteria, among others: That the plant shall be operated so as to hold to a practicable minimum the loss of water that would otherwise be available for storage in the reservoir system for irrigation purposes; and that, until such time as a reregulating reservoir has been put into operation, wide fluctuations in the release of water to meet peak power loads will, during irrigation seasons, be confined to periods when this can be done without substantial variation from the flows that would otherwise be present in the river below the dam.

(d) Notwithstanding provisions to the contrary in this contract, the City consents to the operation of the Palisades dam powerplant, during a five-year period (but not beyond the end of the national defense emergency

as declared by Proclamation of the President No. 2914 dated December 16, 1950, 3 CFR 1950 Supp., p. 271), beginning with the date when the first unit of that plant is first placed in service, in the following manner:

> In addition to normal operation at other times within the limits provided by this contract, the plant may be operated to produce an average of 60,000 kilowatts (217,440,000 kilowatt-hours) during the period October through February of each storage season when the flow of the river at the dam is equal to or greater than that for those months of the median year during the period 1928 through 1947 whenever such operation is required in the judgment of the Defense Electric Power Administrator, or his successors in functions, to help meet certified defense loads served from power systems with which the plant is interconnected, directly or indirectly.

Title to Storage Works; Miscellaneous Revenues

22. (a) Title to Palisades Dam and Reservoir and all works incidental and appurtenant thereto, built or to be built by the United States, shall remain in the United States until otherwise provided by the Congress.

(b) Having regard for the allocations of investment and repayment responsibilities, miscellaneous revenues realized in connection with the operation and maintenance of Palisades Dam and Reservoir and related costs shall be distributed annually as follows:

Twenty percent (20%) to be distributed among the City and other parties having storage rights in the reservoir on the same basis that operation and maintenance costs are distributed.

Eighty percent (80%) to remain the property of the United States.

Priority of Certain Existing and Future Water Rights

23. (a) In connection with Island Park Reservoir, located on the North Fork (Henrys Fork) of Snake River, the United States holds water license No. R-590, with a priority date of March 14, 1935, and license No. R-686, with a priority date of June 12, 1940. Notwithstanding the later priority of license No. R-686, the City hereby agrees that all storage rights held by the United States in connection with Island Park Reservoir may be treated as having the same priority as rights under license No. R-590.

(b) In connection with Idaho Permit No. 15134, a direct diversion permit with a priority date of March 30, 1921, held in connection with American Falls Reservoir, the United States may contract with American Falls Reservoir District No. 2 to recognize the right of that district to have water license No. 15134 exercised substantially as follows:

American Falls Reservoir District No. 2 to have the right to divert as natural flow during each irrigation season under water license No. 15134, having a March 30, 1921 priority, as follows: From May 1 of each irrigation season continuing during that season so long as there is natural flow

available for that priority, the first 1,700 cubic feet per second of flow to be available one-half (1/2) to American Falls Reservoir District No. 2 and one-half (1/2) to American Falls Reservoir, except that in any year in which American Falls Reservoir is full to capacity on April 30 or fills after that date, taking into account any water that may be temporarily stored to its credit in upstream reservoirs, all water diverted by American Falls Reservoir District No. 2 within the maximum of 1,700 cubic feet per second during the year prior to the initial storage draft on American Falls Reservoir after the reservoir finally fills in that year shall be considered as natural flow under water license No. 15134. Nothing herein shall prevent American Falls Reservoir District No. 2 from diverting water under said license prior to May 1 of a given irrigation season but all such diversions shall be charged as storage in the event the reservoir is not full on April 30 of that season or does not fill after April 30 of that season.

Water available at American Falls Reservoir for the March 30, 1921 priority under water license No. 15134, other than that to be available to American Falls Reservoir District No. 2 as above provided, to be available for storage in American Falls Reservoir.

And the City agrees that it will not oppose an adjudication of a natural flow right of the waters of the Snake River for the benefit of American Falls Reservoir District No. 2 consistent with the foregoing criteria. The contract by the United States with American Falls Reservoir District No. 2 shall be on the condition, however, that that district assume its proportionate share of the obligation for the cost of replacement power under the provisions of article 13. When such contract has become operative, the United States shall make application to the State of Idaho for amendment of water permit No. 15134 and the issuance thereunder with a priority date of March 30, 1921, requiring that the remainder of the right under the permit, 6,300 second-feet, to the extent such right remains outstanding, be used for storage in American Falls Reservoir, such right, however, if issued to the United States not to carry voting privileges in water users meetings under the laws of the State of Idaho. Such application shall, however, leave unaffected water license No. R-269 having a priority dated March 30, 1921.

(c) If the United States, under the Federal Reclamation Laws, hereafter constructs storage facilities on the Snake River or its tributaries above Milner Dam in addition to those now constructed or authorized to be constructed to provide water for irrigation purposes, the City hereby agrees that, notwithstanding the establishment of a storage right for such additional facilities with a priority subsequent to that assigned to Palisades Dam and Reservoir, the United States may hereafter contract with water users organizations which then have storage rights in Palisades Reservoir, to

operate not to exceed 300,000 acre-feet of such capacity for the storage of water for irrigation for the benefit of such organizations as though that capacity had a storage right of identical priority with that held for Palisades Dam and Reservoir.

Protection of Water Rights

24. In case any dispute arises as to the character, extent, priority or validity of any of the storage rights held in the name of the United States for the benefit of the City in connection with its rights under this contract, the United States may, independently of the City, bring and prosecute judicial proceedings for the determination of such dispute and take all other measures necessary toward the defense and protection of its water rights, and such proceedings may be brought and prosecuted by the City.

Refusal to Deliver Water in Case of Default

25. No water available to the City under this contract shall be delivered to or for the City if the City is in arrears in the advance payment of operation and maintenance charges owed to the United States, if any, or more than twelve (12) months in arrears in the payment of construction charge obligation instalments, or more than twelve (12) months in arrears in the payment of any other amount owed to the United States under this contract. The City shall refuse to deliver water to lands or parties who are in arrears in the advance payment of operation and maintenance charges due from such lands or parties to the United States or to the City, or to lands or parties who are in arrears more than twelve (12) months in the payment of amounts due from such lands or parties to the United States or

the City to the United States under this contract. The provisions of this article are not exclusive and shall not in any manner prevent the United States from exercising any other remedy given by this contract or by law to enforce the collection of any payments due under the terms of this contract.

Levies and Assessments by City; All Benefits Conditioned Upon Payment; Lien to Secure Obligations

26. (a) The City shall cause to be levied and collected all necessary assessments and charges against water users and will use all the authority and resources of the City (including, without limitation by reason of this enumeration, its power to create liens and to withhold the delivery of water) to meet the obligations of the City to the United States under this contract.

(b) Should the City fail to levy the assessments and other charges against any land or the owners thereof as required by this contract, or, having levied, should the City be prevented from collecting such assessments or other charges by any judicial proceedings or otherwise fail to collect them, such land and owners shall not be entitled to receive water made available under this contract and the City, except as otherwise ordered by a court of competent jurisdiction, shall not deliver such water to such lands or the owners thereof unless and until arrangements for its delivery satisfactory to the Secretary have been made.

(c) All construction charge obligations to the United States assumed by the City under this contract shall be and remain a lien on the City's storage rights in the reservoir system as defined in this contract

until paid or otherwise satisfied. Whenever the City is in default in the payment of any instalment of such charges, the Secretary may declare the entire construction obligation due and the lien therefor may be foreclosed in the manner provided by law for the foreclosure of a mortgage.

Lands for Which Water is Furnished;
Limitations on Area

27. Pursuant to the provisions of the Federal Reclamation Laws, water made available to the City from space in the reservoir system for which the City is obligated to the United States for construction charges under the terms of this contract shall not be delivered to more than one hundred sixty (160) irrigable acres in the ownership of any one person or other entity nor more than three hundred twenty (320) irrigable acres held by a husband and wife as community property, except that delivery may be made to lands held in excess of this limitation pursuant to the provisions of section 46 of the act of May 25, 1926 (44 Stat. 649), as amended by the act of July 11, 1956 (70 Stat. 524). These limitations shall cease to operate when the construction charge obligation under this contract has been paid in full.

Termination or Modification of Excess Land Provisions

28. In the event there is a repeal of the so-called excess land provisions of the Federal Reclamation Laws, article 27 of this contract will no longer be of any force or effect, and, in the event these provisions are amended in material respects, the United States will, at the request of the City, negotiate amendments of these articles in order to conform them to the excess land provisions of the law as so amended.

Penalty for Delinquency in Payment

29. Every instalment or charge required to be paid to the United States under this contract which shall remain unpaid after it has become due and payable shall bear interest at the rate of one-half percent (1/2%) per month from the date of delinquency. The City shall impose, on delinquencies in the payment of assessments, other charges levied by it to meet its obligations under this contract, such penalties as it is authorized to impose under the laws of the State of Idaho.

Advisory Committee

30. (a) In its operation and maintenance of the various dams and reservoirs of the reservoir system, the United States, acting through the Regional Director of the Bureau of Reclamation or his designee or such other officer as may be designated in writing by the Secretary, shall consult from time to time with the Advisory Committee on the various matters specifically requiring consultation under the terms of this contract and on such other matters as will have a substantial bearing on the determination of the amount of stored water to be available in the various

reservoirs and on the costs of operation and maintenance of those reservoirs which are required to be borne by the space allocated to irrigation storage. The representative of the United States will meet with the Advisory Committee from time to time, but not less often than two times each year beginning with the calendar year 1953, at such dates and places as may be fixed by the Advisory Committee.

(b) Informal memoranda concerning working arrangements for the carrying out of the provisions of this article may be entered into from time to time between the Regional Director or other designated representative of the Secretary and the Advisory Committee.

(c) Beginning January 1, 1953, the Advisory Committee is agreed to be the Committee of Nine, as that committee may be constituted from time to time. The Committee of Nine shall continue to function as the Advisory Committee under this contract until a different representative body has been designated by a vote of the majority of the water users voting at any regular annual meeting of the water users of District No. 36 held as provided by law. Further designations of bodies to serve as the Advisory Committee may be made from time to time by this same election process.

Rules and Regulations

31. The Secretary reserves the right, after consultation with the Advisory Committee, to make such rules and regulations consistent with the provisions of this contract, as are proper and necessary to carry out its true intent and meaning, and as are proper and necessary to cover any

details of the administration or interpretation of the contract which are not covered by its express provisions. The City shall observe such rules and regulations.

Representative of the Secretary

32. Where this contract uses the term "Secretary", this shall be deemed to include in all cases the Under Secretary or any Assistant Secretary or other officer of the Department of the Interior of equal authority. Where this contract authorizes action by the Secretary, such action may also be taken for or on behalf of the Secretary by any representative duly authorized therefor in writing.

Notices

33. Any notice, demand or request required or authorized by this contract shall be deemed properly given, except where otherwise herein specifically provided, if mailed, postage prepaid, to the Project Superintendent (the present "project officer"), Bureau of Reclamation, Burley, Idaho, on behalf of the United States, and to the City Manager, City of Pocatello, Municipal Building, 220 East Center, Pocatello, Idaho, on behalf of the City. The designation of the person to be notified or the address of such person may be changed at any time by similar notice.

Discrimination Against Employees or Applicants For Employment Prohibited

34. (a) In connection with the performance of work under this contract, the City agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of the nondiscrimination clause. The City further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

(b) In the performance of any part of the work contemplated by this contract, the City shall not employ any person undergoing sentence of imprisonment at hard labor.

Contingent on Appropriations or Allotment of Funds

35. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by the Congress or the allotment of Federal funds, shall be contingent on such appropriations or allotments being made. The failure of the Congress to appropriate funds, or the failure of any allotment of funds, shall not, however, relieve the City from any obligations theretofore accrued under this contract, nor give the City the right to terminate this contract as to any of its executory features pending the appropriation or allotment of such funds. No liability shall accrue against the United States in case such funds are not so appropriated or allotted.

Assignments Prohibited;
Successors and Assigns Obligated

36. 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 part thereof, or interest therein, shall be valid until approved by the Secretary.

Officials Not to Benefit

37. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

THE UNITED STATES OF AMERICA

By /s/ H. T. Nelson
Regional Director, Region 1
Bureau of Reclamation
P. O. Box 937, Boise, Idaho

CITY OF POCATELLO

BY ITS BOARD OF COMMISSIONERS

/s/ H. B. Yearsley
Commissioner

/s/ F. A. Burton
Commissioner

/s/ W. R. Hearne
Commissioner

/s/ Luvern C. Johnson
Commissioner

/s/ Arilla Blackhurst
Commissioner

/s/ J. Oren Clark, Jr.
Commissioner

/s/ Margaret F. Paulsen
Commissioner

(SEAL)

Attest:

/s/ Josephone Ball
Clerk of the City of
Pocatello

STATE OF IDAHO)
: ss.
County of Bannock)

On this 9th day of June 1959, before me personally appeared H. B. Yearsley, F. A. Burton, W. R. Hearne, Luvern C. Johnson, Arilla Blackhurst, J. Oren Clark, Jr., and Margaret F. Paulsen, to me known to be the members of the Board of Commissioners of the City of Pocatello, the corporation that executed the within and foregoing instrument. They acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said corporation.

IN WITNESS WHEREOF, I set my hand and affix my official seal the day and year first above written.

/s/ B. D. Reese
Notary Public in and for the
State of Idaho
Residing at Pocatello, Idaho

My commission expires July 21, 1960

(SEAL)

STATE OF IDAHO)
) ss.
County of Ada)

On this 8th day of January 1960, personally appeared before me H. T. Nelson, to me known to be the official of The United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

/s/ R. H. Harris
Notary Public for Idaho
Residing at Boise
My commission expires: 6/18/61

EXHIBIT 2

1960 Watermaster Report

P. 25-26

Storage allotments (continued)

Canal	American Falls	Jackson Lake	Palisades	Total
Hillsdale Irrig. Dist.	41,146			41,146
North Side Canal Co.	397,490	312,007	86,123	795,620
Gooding	400,000			400,000
Idaho Power Co.	45,000			45,000
City of Pocatello			36,932	36,932
J. R. Simplot			886	886
Westvaco			2,659	2,659
**U. S.			18,301	18,301
Total	1,700,000	847,000	930,000	3,477,000

* Does not include 444 a.f. in Bear Island and 101 a.f. in Smith
** Wyoming Compact 11,125 a.f.; Milner Low Lift unallocated 4,343; Contingencies 2,833.

Early in the season it became evident that there would be a greater demand for rental water than would be available from the usual sources. Various canals were contacted by the Watermaster and agreed to make a part of their storage available for rental to other canals and individuals. A meeting was held with representatives of the Bureau of Reclamation and general policies of rentals agreed upon.

Prior to the rains in August it was doubtful if there would be enough rental water available to supply the demand. However, in late August and September there was more water listed for rental than was needed.

Because of the early regulation season and no credit to American Falls refill after April 23, the Gooding Canal faced a serious shortage. This was avoided by their rental of 33,500 acre-feet of Palisades storage from the City of Pocatello.

Details of water rentals are shown on Plate 14. Sources of rental water are listed below:

U. S. Bureau of Reclamation	13,784 acre-feet
Twin Falls Canal Co.	1,000
City of Pocatello	33,500
Vance Koon (Palisades W.U.)	500
Idaho Irrigation District	8,000
U. S. Indian Service (Michaud)	10,000
Blackfoot Canal	8,870
East Labelle	400
Total	76,054 acre-feet

All rentals were at the rate of 30¢ per acre-foot reservoir measurement. Additional rentals on Henrys Fork and Teton River are discussed in a later part of this report.

Supply and disposal of stored water, 1960
(acre-feet)

Supply

Jackson Lake		847,000
Palisades (usable)		930,000
American Falls	April 23	1,700,000
Lake Walcott	April 23	94,950
Henrys Lake	June 21	78,200
Island Park	June 19	134,400
Grassy Lake	April 30	10,010
Indian and Bergman Res. yield		506
Sheridan Creek right		2,305*
Gain Neeley to Milner, Minidoka Project		60,000*
Total		3,857,371

*Special natural flow rights considered as storage for convenience in tabulation.

Disposal

Used by Snake River rights			2,925,173
Used by Henrys Fork rights			218,680
Storage transmission loss Snake River			110,360
Storage transmission loss Henrys Fork			4,891
Storage transmission loss Cross Cut Canal			3,102
Henrys Lake loss			3,000
Transmission charge to lower valley canals			39,936
River operation storage waste past Milner			1,067
Groundwater depletion, Westvaco, Simplot			2,200
Holdovers:	Jackson Lake	Oct. 6	356,500
	Palisades (usable)	Oct. 7	42,000
	American Falls	Oct. 8	3,000
	Lake Walcott	Oct. 8	29,590
	Henrys Lake	Sept. 28	45,500
	Island Park	Sept. 30	12,760
	Grassy Lake	Sept. 29	4,450
			3,802,209

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EXHIBIT 3

1979 Watermaster

P. 1-2

INTRODUCTION

The water supply outlook as of April 1, 1979 ranged from 91 percent of average for the Snake River near Heise, to 98 percent of average for the Henrys Fork near Rexburg. After April 1st, the precipitation was light and spotty and remained much below normal during the remainder of the irrigation season. This lack of precipitation tended to increase the irrigation requirements, causing natural flow supplies to drop off more rapidly than normal, and contributed to the large demand for stored water.

Water supplies on the Snake River above Lorenzo were stressed more severely by the long, dry summer than they were at other reaches in the system. This is most clearly illustrated by the water right priorities that were delivered in September of 1979. While October 11, 1900 and December 14, 1891 rights were being filled elsewhere on the system, rights above Lorenzo were set back to June 10, 1890. This break in the priorities between the Snake above Lorenzo and the remainder of the river continued for about twenty days in September and early October.

Diversions of stored water for the season exceeded 2.1 million acre-feet. Total diversions from the Snake River totalled 7.4 million acre-feet for the period starting November 1, 1978, and ending October 31, 1979. An additional 980,000 acre-feet of water was diverted from the Henrys Fork, Fall River, and Lower Teton during that same period.

The Committee of Nine approved storage rentals for 1979 totaling 84,800 acre-feet. The authority for these rentals was provided through the Idaho Water Resource Board under the provisions of Section 42-1761 to Section 42-1766 of the Idaho Code creating a water supply bank and providing for the administration of the bank by local rental committees. The Committee of Nine set the 1979 rental rate at $1.19 per acre-foot; $0.62 of that amount went to reimburse the lessor and the remainder went to defray the administrative costs involved.

Because of below average precipitation during the summer months and reduced flows on the lower Snake, the Idaho Power Company requested to rent water for hydro-power generation. The Committee of Nine agreed to provide Idaho Power 60,000 acre-feet of water and the Director of the Department of Water Resources conditionally gave his approval. The direc-

tor notified the committee that the change from agriculture to power production was a change in the nature of use of water which was not allowed under the present Idaho statutes. He consented to allow the change in nature of use to take place, on this occasion, with the understanding that the matter would be reviewed by the 45th Idaho Legislature. The director said that unless the legislature specifically provides legislation authorizing such changes in nature of use, rentals of this nature will not be approved in subsequent years.

Between April 1 and May 10, 1979, 198,200 acre-feet of stored water passed Milner Dam. On May 10th, when flood control operations on the upper Snake ended, the priority of regulation was set back to March 31, 1921.

EXHIBIT 4

1989 Watermaster Report

P. 11

3.5. Storage space is accepted for the water bank on a contingency basis. Payments to the lessor will be made to the extent contract monies are received by the Water Bank pursuant to these rules.

3.6 Space assigned to the Water Bank that is evacuated to supply water for non-consumptive uses below Milner shall be the last space to fill in the ensuing year.

Rule 4. MANAGEMENT

4.1 The Water Supply Bank shall be operated pursuant to Idaho Code, Sec. 42-1761 to 42-1766 with all policies being established through the approval of the Committee of Nine.

4.2. A committee composed of the watermaster, the superintendent of the BOR's Minidoka Project and three members of the Committee of Nine shall be appointed by the chairman and shall have the following general responsibilities:

1. To determine general policies regarding annual storage leases which may not be covered by the adopted rules and regulations.

2. To assist the watermaster in the allocation of water leased from the bank if conflicts arise.

3. To advise the Committee of Nine on water banking activities.

4. To set policies for the disbursement of funds generated by the water bank.

4.3. The watermaster shall act as the manager of the water bank. His authority shall include accepting water into the bank, executing lease agreements on behalf of the Committee of Nine, disbursing and investing funds generated through the lease of stored water, and distribution of water supplies from the water bank.

5. ASSIGNMENTS.

5.1 Any individual, irrigation district, canal company, or other entity who owns space in a reservoir located in Water District 1 may assign

EXHIBIT 5

2022 Final Storage Report Excerpts

TABLE 5.6.1 UPPER SNAKE RESERVOIR STORAGE ACCOUNTS (ACRE-FEET)

NUMBER	USER	INIT STORAGE	STORAGE USED	BAL NOV 30	UNUSED TRANS	UNUSED POOL	EXCESS USED
13061650	CORBETT	7898.6	428.6	7470.0	0.0	0.0	0.0
13061705	RIVERSIDE(26A)	1162.6	219.4	943.2	0.0	0.0	0.0
13061995	DANSKIN	1611.3	70.2	1541.1	0.0	0.0	0.0
13062050	TREGO	2256.5	2113.6	142.9	0.0	0.0	0.0
13062051	JENSEN GROVE	2700.9	2700.9	0.0	0.0	0.0	0.0
13062503	WEARYRICK	74.2	0.0	74.2	0.0	0.0	0.0
13062504	WADSWORTH(32A)	99.3	99.3	0.0	0.0	0.0	0.0
13062506	WATSON	1544.1	311.5	1232.6	0.0	0.0	0.0
13062507	PARSONS	429.3	0.4	428.9	0.0	0.0	0.0
13075800	PORTNEUF RENTAL	618.9	618.9	0.0	0.0	0.0	0.0
13075900	FT HALL MICHAUD	52927.7	35031.7	17896.0	0.0	0.0	0.0
13076400	FALLS IRRIGATION	37499.2	23639.3	13859.9	0.0	0.0	0.0
13077652	M OSBORN	0.0	107.5	-107.5	0.0	0.0	107.5
13077755	CALL FARMS	486.5	575.0	-88.5	0.0	0.0	88.5
13077775	R EVANS	0.0	116.0	-116.0	0.0	0.0	116.0
13080000	MINIDKA N(27A)	258778.8	208999.1	49779.7	0.0	0.0	0.0
13080500	MINIDKA S(27B)	212688.0	144040.0	68648.0	0.0	0.0	0.0
13081750	LHC PROP	106.4	106.4	0.0	0.0	0.0	0.0
13084590	L LEBSACK	129.5	129.5	0.0	0.0	0.0	0.0
13084598	MID MISC	201.1	201.1	0.0	0.0	0.0	0.0
13084599	MILNER MISC	0.0	234.7	-234.7	0.0	0.0	234.7
13084610	LAW-KER FAMRS	171.1	171.1	0.0	0.0	0.0	0.0
13084640	BURLEY GC	52.2	52.2	0.0	0.0	0.0	0.0
13084650	CITY OF BURLEY	268.5	268.5	0.0	0.0	0.0	0.0
13084655	SIMPLOT FTLZR	2178.8	0.0	2178.8	0.0	0.0	0.0
13084690	AMALGA SUGAR	168.8	168.8	0.0	0.0	0.0	0.0
13084691	JACKSON 4K	0.0	53.9	-53.9	0.0	0.0	53.9
13084720	MILLERCOORS	279.0	279.0	0.0	0.0	0.0	0.0
13085275	PR ENT #1	106.3	106.3	0.0	0.0	0.0	0.0
13085300	PR ENT #2	83.9	83.9	0.0	0.0	0.0	0.0
13085350	SWID PUMPS	1096.8	1096.8	0.0	0.0	0.0	0.0
13085390	P HOBSON	100.4	100.4	0.0	0.0	0.0	0.0
13085400	V HOBSON	128.1	194.3	-66.2	0.0	0.0	66.2
13085500	A & B IRR DIST	122624.8	63443.8	59181.0	0.0	0.0	0.0
13086000	MILNER IRRIG	78450.4	47140.0	31310.4	0.0	0.0	0.0
13086530	RES DIST #2	372862.5	374852.3	-1989.8	0.0	0.0	1989.8

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
13085500	A&B Irrigation District	IGWA	IGWA		6400							IGWA Assignment
13085500	A&B Irrigation District	IGWA	IGWA		1684.1							IGWA Assignment
13085500	A&B Irrigation District								-8183.9			Reduction for 2021 Common Pool
13086000	Milner Irrigation District	Minidoka Irrigation District	Water Mitigation Coalition		170							Private Lease
13086000	Milner Irrigation District		Scott Breeding	200								Common Pool Rental
13086000	Milner Irrigation District	Enterprize	Jenco Subdivision		10							Private Lease
13086000	Milner Irrigation District	Minidoka Irrigation District	Southwest Irrigation District		2800							Private Lease
13086000	Milner Irrigation District	Falls Irrigation District	Southwest Irrigation District		1500							Private Lease
13086000	Milner Irrigation District	New Sweden Irrigation District	Bonneville Jefferson GWD		1500							Private Lease
13086000	Milner Irrigation District	Idaho Irrigation	Bonneville Jefferson GWD		500							Private Lease
13086000	Milner Irrigation District	SWID Pumps			140							Reassignment of Pricate Lease
13086000	Milner Irrigation District	Surface Water Coalition			3069							Surface Water Coalition Assignment
13086000	Milner Irrigation District	IGWA	IGWA		1000							IGWA Assignment
13086000	Milner Irrigation District	IGWA	IGWA		1082							IGWA Assignment
13086000	Milner Irrigation District	IGWA	IGWA		1684.2							IGWA Assignment
13086000	Milner Irrigation District	IGWA	IGWA		346							IGWA Assignment
13086000	Milner Irrigation District	PWUI					512.5					Cat. 2 Assignment
13086000	Milner Irrigation District								-4853.3			Reduction for 2021 Common Pool
13086000	Milner Irrigation District	Artesian						981.6				Assignment
13086530	AFRD#2	Minidoka Irrigation District	North Snake GWD		3500							Private Lease
13086530	AFRD#2	Enterprize	Galena GWD		1507							Private Lease
13086530	AFRD#2	IGWA	IGWA		1696							IGWA Assignment
13086530	AFRD#2	Idaho Irrigation	Big Wood GWD		210							Private Lease
13086530	AFRD#2	IGWA	IGWA		13046.3							IGWA Assignment
13086530	AFRD#2	Minidoka Irrigation District	Water Mitigation Coalition		833							Water Mitigation Coalition Assignment
13086530	AFRD#2	City of Pocatello						1435.1				Mitigation for Pocatello GW Pumping
13086530	AFRD#2	City of Pocatello	Multiple Cities		4855.1							Private Lease
13086530	AFRD#2	IGWA	IGWA		4900							IGWA Assignment
13086530	AFRD#2	IGWA	IGWA		836							IGWA Assignment
13086530	AFRD#2	Minidoka Credit						1000				Same Amount Every Year
13086530	AFRD#2								-25890.3			Reduction for 2021 Common Pool
13086530	AFRD#2	Milner						3205.3				Storage Resulting from delivery to IWRB Natural Flow Water Right
13087000	Northside Canal Co.		Arthur R. Henry	100								Common Pool Rental
13087000	Northside Canal Co.	Minidoka Irrigation District	North Snake GWD		11500							Private Lease
13087000	Northside Canal Co.	Minidoka Irrigation District	Water Mitigation Coalition		1500							Private Lease
13087000	Northside Canal Co.	Minidoka Irrigation District	Water Mitigation Coalition		2065.5							Private Lease
13087000	Northside Canal Co.	IGWA	IGWA		12150							IGWA Assignment
13087000	Northside Canal Co.	IGWA	IGWA		796							IGWA Assignment
13087000	Northside Canal Co.	Minidoka Credit						-7750				Same Amount Every Year
13087000	Northside Canal Co.								-57988.7			Reduction for 2021 Common Pool
13087000	Northside Canal Co.	Milner Reservoir						11412.5				Milner Storage Delivery (Water Right 1-10509)
13087500	Twin Falls Canal Co.	Minidoka Irrigation District	Water Mitigation Coalition		2677.5							Private Lease
13087500	Twin Falls Canal Co.	IGWA	IGWA		8671.5							IGWA Assignment
13087500	Twin Falls Canal Co.	IGWA	IGWA		4500							IGWA Assignment
13087500	Twin Falls Canal Co.	IGWA	IGWA		1130							IGWA Assignment
13087500	Twin Falls Canal Co.	PWUI					281.9					Cat. 3 Assignment
13087500	Twin Falls Canal Co.	Minidoka Credit						-6750				Same Amount Every Year
13087500	Twin Falls Canal Co.								-16979.7			Reduction for 2021 Common Pool
13087500	Twin Falls Canal Co.	Milner Reservoir						277.5				Milner Storage Delivery (Water Right 1-10509)
13087500	Twin Falls Canal Co.	Artesian						1396.4				Assignment
99999100	City of Pocatello	AFRD#2						-1435.1				Mitigation for Pocatello GW Pumping
99999100	City of Pocatello	AFRD#2			-4855.1							Private Lease
99999100	City of Pocatello								-1265			Reduction for 2021 Common Pool
99999150	IWRB								-335.9			Reduction for 2021 Common Pool
99999250	Wyoming								-1523.5			Reduction for 2021 Common Pool
99999300	Palisades Water Users	Idaho Irrigation	City of Idaho Falls		-504							Private Lease
99999300	Palisades Water Users	Enterprize	Enterprize		-106.9							Private Lease
99999300	Palisades Water Users						-13162.1					PWUI Assignment
99999300	PWUI								-1727.3			Reduction for 2021 Common Pool
99999350	Idaho Power								-2905			Reduction for 2021 Common Pool
99999400	USBR	USBR						52614				Powerhead Delivery for Flow Augmentation
99999400	USBR	USBR						-52614				Powerhead Delivery for Flow Augmentation
99999410	Artesian Irr.								-183.3			Reduction for 2021 Common Pool

EXHIBIT 6

Cities' 2022 Mitigation Report

SOMACH SIMMONS & DUNN
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

1155 CANYON BOULEVARD, SUITE 110, BOULDER, CO 80302
OFFICE: 303-449-2834 FAX: 720-535-4921
SOMACHLAW.COM

April 20, 2023

Sent via email to:
Bryan Ragan, P.E., IDWR
Idaho Department of Water Resources
322 E. Front Street, Suite 648
Boise, ID 83702
brian.ragan@idwr.idaho.gov

Re: ESPA Cities' REVISED 2022 Mitigation Report, as required by Surface Water Coalition-Idaho Ground Water Association-City Settlement Agreement

Mr. Ragan:

Please find attached a revised version of the ESPA Cities' 2022 Mitigation Report. The revisions were made to correct errors that you previously identified.

If you have questions or concerns, don't hesitate to give me a call.

Best,

Sarah A. Klahn

Attachment

cc: City of Pocatello: Rich Diehl, Justin Armstrong, Jeff Mansfield
Heidi Netter, Spronk Water Engineers
Candice McHugh, Esq.
Chris Bromley, Esq.
Rob Harris, Esq.

SAK/mcb

ESPA Cities' REVISED 2022 Mitigation Report

I. INTRODUCTION

This report is assembled to satisfy the requirements of Article III of the *Settlement Agreement Between the Surface Water Coalition, Participating Members of Idaho Ground Water Appropriators, Inc., and Signatory Cities* (Final Settlement Agreement), effective January 1, 2019, requiring the Cities[1] to annually report groundwater diversions and mitigation activities. This report is also assembled pursuant to the requirements of a corollary agreement between and amongst the Signatory Cities, the Eastern Snake Plain Aquifer (ESPA) Agreement for Allocation of Mitigation Obligations under the Final Settlement Agreement (ESPA Mitigation Allocation Agreement).

II. SUMMARY OF 2022 MITIGATION ACTIVITIES

A. Groundwater Diversions

Pursuant to the Final Settlement Agreement, the groundwater pumping from each City for the period from 2018-2022 is shown in the attached Table 1. The five-year average annual volume of groundwater diverted by the Cities collectively was **84,991 acre-feet** ("af"). This includes pumping by the City of Aberdeen, City of Rigby, City of Ririe, City of Roberts, and the City of Sugar City, who are "Participating Cities" by virtue of executing an "Intent to Participate" form (attached as Exhibit 1).

B. Mitigation Activities

The terms of the Final Settlement Agreement obligate the Cities to supply mitigation water for aquifer enhancement or other mitigation activities ("Mitigation Obligation") averaging 7,650 af per year (af/y) on a five-year running average, with a minimum requirement to supply 1,000 af/y commencing January 1, 2019. The first compliance period will be assessed in 2024 for the period 2019-2023.

The Cities allocated the Mitigation Obligation amongst themselves on a basis that accounts for priority dates of each city's groundwater rights and average annual groundwater

[1] The cities obligated under the Final Settlement Agreement, hereinafter referred to as the "Signatory Cities," are the cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Idaho Falls, Jerome, Paul, Pocatello, Richfield, Rupert, Shoshone, Wendell, Blackfoot, Rexburg, Ammon, and Iona.

Further, pursuant to paragraph 2 of the ESPA Mitigation Allocation Agreement and Article I.B of the Final Settlement Agreement, additional cities that divert water from the ESPA may obtain the same protections as the Signatory Cities under the agreements by executing a Notice of Intent to Participate by December 15 of the year prior ("Participating Cities"). This Report refers to Signatory Cities and Participating Cities collectively as the "Cities."

pumping. To satisfy the Mitigation Obligation, each City may lease water from Pocatello, Water District 01, or other suppliers, or supply mitigation arising from its own water supplies. While the original Final Settlement Agreement specified mitigation via aquifer enhancement projects consistent with paragraphs II.A.2.a. and b. as means of mitigation, in August of 2022, due to the extraordinary drought, the parties to the Final Settlement Agreement executed an Agreement for Direct Delivery in Lieu of Aquifer Enhancement Activities (Direct Delivery Agreement). The Direct Delivery Agreement, attached as Exhibit 2, specifically allows the Cities to receive mitigation credits for water directly delivered to the Surface Water Coalition ("SWC").

In 2022, the Cities supplied **7,631.1 af** of mitigation water. As reflected in Exhibit 3,[2] **6,290.2 af** of water was supplied directly to American Falls Reservoir District No. 2 ("AFRD #2") pursuant to the Direct Delivery Agreement. An additional **504 af** was recharged by the City of Idaho Falls and **475.7 af** was recharged by the City of Rexburg. Lastly, the City of Idaho Falls, by virtue of completing surface-to-groundwater conversion projects, mitigated an additional **361.2 af**. Table 2 reflects the breakdown of mitigation activities conducted using water leased from Pocatello and other users' own water supplies:

1. Pocatello and other Cities.[3] Direct delivery to AFRD #2 of Pocatello's Palisades Reservoir storage water.

    a. The assignment of **6,290.2 af** of Pocatello's Palisades Reservoir storage water was provided directly to AFRD #2 to satisfy a portion of the Mitigation Obligation.

2. Idaho Falls. Idaho Falls supplied mitigation water through recharge, direct deliveries, and groundwater-to-surface water conversion projects.

    a. Idaho Falls recharged water at a recharge site known as the "Sand Creek Site." The Sand Creek Site is an authorized recharge site under the Final Settlement Agreement as described in paragraph II.A.2.b because it has a five-year retention time of 17.8 percent, which exceeds the minimum required retention time of 17.5 percent. Idaho Falls recharged a total of **504 af** at the Sand Creek Site. The water was supplied from storage allocated to Idaho Falls' shares in Palisades Water Users, Inc. *See* Exhibit 4, 2022 Idaho Falls Groundwater Mitigation Report, at p. 3.

[2] Email correspondence between WD01 Watermaster Tony Olenichak and Kent Fletcher et al., dated September 14, 2022.

[3] Rexburg is a Signatory City, but it conducted mitigation activities pursuant to its Water Right, No. 22-13888; its recharge amounts listed here are those in excess of the amount required by the Water Right. Idaho Falls is also a Signatory City, but it too conducted mitigation activities from other water sources.

b. Idaho Falls also constructed two groundwater-to-surface water conversion projects that qualify as mitigation efforts on a 1:1 basis under Paragraph II.A.2.c. of the Final Settlement Agreement, thereby entitling them to **361.2 af** of mitigation credits. *See id.* at pp. 4-5.

3. Rexburg. Rexburg recharges water in Walters Pond as a term and condition of Water Right No. 22-13888, and in 2022 recharged water in excess of what is required under the Water Right approval.

a. Rexburg provided **475.7 af** of mitigation water for the Final Settlement Agreement. *See* Exhibit 5.[4]

III. PROJECTION OF 2023 MITIGATION ACTIVITIES

Under the Final Settlement Agreement, the Cities are obligated to mitigate at least 1,000 af/y. With a total mitigation supply in 2022 of **7,631.1 af**, the Cities substantially exceeded that requirement. In 2019, 2020, and 2021, the total recharge amount was **8,169.4 af**, **7,813.8 af**, and **7,247.4 af**, respectively. The four-year average for 2019-2022 is **7,715.4 af**, which exceeds the 7,650 af average annual Mitigation Obligation.

In 2023, as in 2019-2022, the Cities are obligated to recharge at least 1,000 af/y. During 2023, the Signatory Cities will attempt to exceed the 1,000 af/y mitigation requirement and ensure its five-year mitigation supply average exceeds 7,650 af/y through recharge, direct delivery, or other means authorized under Paragraph II.A.2. of the Final Settlement Agreement and/or subsequent agreements. Fortunately, early projections indicate that there will be some new fill available in Palisades Reservoir that the Cities can use to supply mitigation water to the SWC.

IV. CONCLUSION

The Cities collectively supplied **7,631.1 af** of mitigation water in 2022, in compliance with the terms of the Final Settlement Agreement.

[4] Letter from the City of Rexburg to Sarah Klahn, dated June 7, 2022.

Table 1
Summary of WMIS Annual Pumping Totals by City
2010 - 2022 (Acre-Feet)

City	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2010-2014 Average	2016-2020 Average	2017-2021 Average	2018-2022 Average
Aberdeen	1,004	1,033	922	853	859	816	1,042	1,016	1,188	1,002	1,034	1,067	993	934	1,056	1,061	1,057
Ammon	1,857	1,987	2,439	2,579	6,204	6,579	6,589	6,266	6,581	5,237	5,453	5,504	5,390	3,013	6,025	5,808	5,633
Blackfoot	3,514	3,588	4,288	4,350	3,993	3,963	4,158	3,198	4,124	4,066	4,154	4,398	4,159	3,947	3,940	3,988	4,180
Bliss	110	229	260	281	143				37		54			205	45	45	45
Burley	5,331	5,464	5,573	6,729	6,746	7,232	7,505	6,838	7,037	5,943	6,827	6,904	6,904	5,969	6,830	6,710	6,723
Carey	111	113	128	119	126	128	129	132	127	118	141	159	233	119	129	135	156
Declo	100			83	207	83	78	66	121	108	141	156	150	130	103	118	135
Dietrich	56	47	53	69	68	69	65	63	81	66	81	98	96	59	71	78	84
Firth									179	184	206	216	204		190	196	198
Gooding	1,146	259	1,500	904	1,365	1,535	874	1,084	1,252	1,152	1,428	1,418	1,347	1,035	1,158	1,267	1,320
Hazelton	77	114	128	56	90	91	85	101	101	87	69	68	71	93	89	85	79
Heyburn	471	457	705	1,334	598	502	622	569	572	538	562	548	514	713	573	558	547
Idaho Falls	25,023	24,714	27,530	26,776	27,170	27,443	27,418	26,198	25,534	23,466	26,722	27,989	26,555	26,243	25,868	25,982	26,053
Iona	731	734	964	952	1,018	1,056	1,143	1,006	942	918	1,195	1,214	904	880	1,041	1,055	1,035
Jerome	2,358	341	2,137	1,701	1,959	1,897	2,655	2,574	5,336	3,399	3,602	3,933	3,933	1,699	3,513	3,769	4,041
Paul	377	370	414	432	356	369	309	376	350	407	404	425	424	390	369	392	402
(1) Pocatello	15,081	14,182	16,452	14,715	14,315	14,355	14,450	13,866	14,736	13,917	14,938	15,399	14,558	14,949	14,381	14,571	14,710
(1) Pocatello (Irr)	1,865	1,597	1,969	1,782	3,092	2,965	3,184	2,877	2,927	2,670	2,930	2,577	2,561	2,061	2,918	2,796	2,733
Rexburg	3,269	2,487	2,174	1,360	309	1,671	1,733	1,088	4,943	4,848	5,053	5,934	6,134	1,920	3,533	4,373	5,382
Richfield	775		608	932	902	862	812	824	869	886	911	903	903	804	860	879	895
Rigby	2,096	2,424	2,936	2,696	1,625	1,850	2,497	2,816	2,928	2,451	2,758	2,666	1,720	2,355	2,690	2,724	2,504
Ririe	609	534	490	412	348	319	375	336	284	271	291	350	325	479	312	307	304
Roberts		71	115	89	88	74	73	74	77	26	75	137	145	91	65	78	92
Rupert	3,942	6,476	7,546	7,345	4,696	4,746	4,580	3,975	4,770	7,085	2,671	5,547	3,309	6,001	4,616	4,809	4,676
Shoshone	674	550	815	815	796	858	840	979	794	635	730	988	773	730	796	825	784
Sugar City	566	549	537	497	313	425	545		372	486	535	364	457	492	485	439	443
Wendell	740	849	791		817			864	842	706	746	803	803	799	790	792	780
Total	71,883	69,172	81,476	77,862	78,204	79,890	81,762	77,188	87,103	80,671	83,713	89,767	83,566	76,110	82,445	83,843	84,991

Source:
2010 - 2014 data from spreadsheet provided by IDWR (Cindy Yenter).
2015 - 2022 data from IDWR website (https://research.idwr.idaho.gov/apps/WaterManagement/WMIS/DataSummary.aspx).

Notes:
No data shown as gray highlighted cells. 2022 values are provisional.
(1) Pocatello municipal pumping data provided by the City of Pocatello. Pocatello irrigation pumping from biosolids wells from WMIS.

Table 2
Summary of Disposition of Annual Mitigation Volumes
ESPA Cities Mitigation Plan
(acre-feet)

	Mitigation Supplies	2019	2020	2021	2022	2023
	Pocatello Palisades Reservoir Water Assigned to IWRB	6,307.8	3,897.7			
(1)	Pocatello Palisades Reservoir Water Leased for Direct Delivery to Surface Water Coalition			5,495.8	6,290.2	
	Blackfoot Recharge at Jensen's Grove Site	345.0	345.0			
(2)	Idaho Falls Recharge at Sand Creek Site	1,516.6	3,365.0	1,350.0	504.0	
	Idaho Falls Recharge of Leased Common Pool Supply			42.0		
	Idaho Falls Groundwater-to-Surface water Conversion				361.2	
(3)	Rexburg Recharge at Walters Pond		206.1	359.6	475.7	
	Total	8,169.4	7,813.8	7,247.4	7,631.1	
	Running Average		7,991.6	7,743.5	7,715.4	

Notes:

(1) Water supplied from Pocatello's storage account for direct delivery to AFRD No. 2.
(2) Recharge occurred between August 2, 2022 and September 18, 2022.
(3) Recharge occurred between April 15, 2022 and May 13, 2022.

Exhibit 1

CITY OF ___
NOTICE OF INTENT TO PARTICIPATE

As permitted under the terms and conditions of the *Settlement Agreement Between the Surface Water Coalition, Participating Members of Idaho Ground Water Appropriators, Inc., and Signatory Cities* (the *"Final Settlement Agreement"* attached hereto as **Exhibit A)** and the terms of an associated agreement-the *ESPA City Agreement for Allocation of Mitigation Obligations Under the* Final Settlement Agreement (the *"Internal Agreement"* attached hereto as **Exhibit B),** the **City of ___** ("___") hereby provides the following notice.

1. **Legal Effect of Notice.** ___ agrees to fully participate and become legally bound as though ___ was a party to the *Final Settlement Agreement* and the *Internal Agreement.*

2. **Responsibility To Perform Aquifer Enhancement Actions.** In providing this notice, ___ understands and agrees that it will be responsible to undertake its allocated share of aquifer enhancement actions as described in paragraph II.A of the *Final Settlement Agreement.*

3. **Calculation of Aquifer Enhancement Obligation.** ___ agrees to the methodology used to determine its yearly aquifer enhancement obligation calculated pursuant paragraph 3.b of the *Internal Agreement.*

4. **Compensation of Signatory Cities for Amounts of Water Already Leased.** The cities that executed the *Final Settlement Agreement* have leased amounts of water to satisfy the 7,650 acre-foot average annual mitigation requirement under the *Final Settlement Agreement*. Had ___ been a signatory, those amounts leased would have been reduced by a collective total of 99 acre-feet. In order to participate in the Final Settlement Agreement, ___ will make out checks for $___to each of the 21 cities on the attached list, and a check for $500 for the administration costs made out to McHugh Bromley, for a total of $___.[1] ___ will then mail all of these checks to McHugh Bromley, PLLC at PO Box 554,

[1]Using the agreed upon methodology in **Attachment B**, ____'s share of the 7,650 acre-feet of mitigation would have been ____ acre-feet; however, that ____ acre-feet is already accounted for amongst the ESPA Cities leased obligations. The $____is broken down as:

- $20.00 per acre-foot x ____ acre-feet (for a total of $____);
- $2 per acre-foot for the City of Pocatello's administrative costs for a total of (for a total of $____);
- The "Administrative Fee" (defined under Rental Pool Rule 2.3) of $1.30 per acre-foot (for a total of $____) charged by Water District 1;
- The "Board Surcharge" (defined under Rental Pool Rule 2.9) charged by the Idaho Water Resource Board ("IWRB") (for a total of $____) which is equal to 10% of the total rental price;
- $8 per acre-foot to be paid to IWRB for conveyance costs associated with IWRB's recharge efforts for municipalities under the Final Settlement Agreement (for a total of $____).
- $500 administrative fee to cover engineering costs and administrative costs related to determination of ____'s share of the 7,650 acre-feet.

Meridian, ID 83680, to be distributed to the appropriate cities and a portion of the administrative costs to the water engineers responsible for the technical analysis.

CITY OF ___

By _____

Printed Name: _____

Title: _____

ESPA CITIES LEASING WATER FROM POCATELLO TO SATISFY THE FINAL SETTLEMENT AGREEMENT AND IDENTIFY OF LEGAL REPRESENTATIVE		
Send ALL CHECKS TO	**Cities**	**Amount of Check**
Candice McHugh McHugh Bromley PO Box 554 Meridian, ID 83680	McHugh Bromley, PLLC	$500.00
	Atomic City	$
	Bliss	
	Burley	
	Carey	
	Declo	
	Dietrich	
	Gooding	
	Hazelton	
	Heyburn	
	Jerome	
	Paul	
	Richfield	
	Rupert	
	Shoshone	
	Wendell	
	Ammon	
	Idaho Falls	
	Iona	
	Blackfoot	
	Firth	
	Rexburg	

TOTAL: $___

Exhibit 2

AGREEMENT FOR DIRECT DELIVERY IN LIEU OF AQUIFER ENHANCEMENT ACTIVITIES (2022)

This Agreement for Direct Delivery in Lieu of Aquifer Enhancement Activities ("Agreement") is entered into between the Surface Water Coalition (SWC)[1], participating members of Idaho Ground Water Appropriators, Inc. (IGWA)[2], and the Signatory Cities (Cities).[3]

WHEREAS, the SWC, IGWA, and the Cities entered into a Settlement Agreement in 2018 by which the Cities agreed to mitigate for their diversions of groundwater from the Eastern Snake Plain Aquifer ("ESPA"); and

WHEREAS, on February 25, 2019, the Cities submitted the Settlement Agreement to the Idaho Department of Water Resources ("IDWR") as a stipulated mitigation plan under Rule 43 of the Rules for Conjunctive Management of Surface and Ground Water Resources in IDWR Docket No. CM-MP-2019-001; and

WHEREAS, IDWR approved the Settlement Agreement as a stipulated mitigation plan by way of the Final Order Approving Stipulated Mitigation Plan issued April 9, 2019 ("Order Approving Mitigation Plan"); and

WHEREAS, the Settlement Agreement requires the Cities to supply water for mitigation purposes, and that "All mitigation water will be used for aquifer enhancement projects on the ESPA unless the Parties agree otherwise in writing" (Settlement Agreement, section II.A.1);

WHEREAS, the Water District 1 reservoir system did not fill in 2022 and the 2022 irrigation season across southern and eastern Idaho has experienced above-normal temperatures and below-normal precipitation; and

WHEREAS, given the extreme water supply conditions being experienced this irrigation season, the SWC has requested that the Cities supply mitigation water directly to the SWC instead of conducting aquifer enhancement activities; and

---

[1] The Surface Water Coalition ("SWC") consists of A&B Irrigation District, American Falls Reservoir District No. 2, Burley Irrigation District, Milner Irrigation District, Minidoka Irrigation District, North Side Canal Company, and Twin Falls Canal Company.

[2] The participating members of Idaho Ground Water Appropriators, Inc. are Aberdeen-American Ground Water District, Bingham Ground Water District, Bonneville-Jefferson Ground Water District, Carey Valley Ground Water District, Henry's Fork Ground Water District, Jefferson-Clark Ground Water District, Madison Ground Water District, Magic Valley Ground Water District, North Snake Ground Water District, and Southwest Irrigation District. The acronym "IGWA" is used in this Agreement to refer to all of these Districts collectively.

[3] The cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Idaho Falls, Jerome, Paul, Pocatello, Richfield, Rupert, Shoshone, and Wendell are referred to in this Agreement individually as a "Signatory City" and collectively as the "Signatory Cities." The SWC, IGWA, and Cities are referred to herein individually at "Party" and collectively as the "Parties."

WHEREAS, the SWC views such delivery as a limited emergency water supply action and recognizes the delivery of storage instead of using that water for recharge will result in that amount of water not being directed into the aquifer this year; and

WHEREAS, the Idaho Department of Water Resources has indicated by email dated June 24, 2022, that the agency does not object to the Cities supplying storage water directly to the SWC in lieu of conducting acquire enhancement activities; and

WHEREAS, the Parties desire to confirm that storage water delivered directly to the SWC under this Agreement will be counted in 1:1 in the five-year rolling average calculation required for determining the Cities' compliance with their mitigation obligation under section II.A of the Settlement Agreement;

THEREFORE, the Parties agree as follows:

1. The Cities may deliver up to 6,656.3 acre-feet of storage water directly to the SWC for the 2022 irrigation season in lieu of conducting aquifer enhancement activities pursuant to section II.A of the Settlement Agreement.

2. The total volume of storage water that the Cities deliver to the SWC under section 1 of this Agreement shall be counted, as provided for in section II.a.2 of the Settlement Agreement, 1:1 in the five-year rolling average calculation associated with determining the Cities' compliance with their mitigation obligation under sections II.A and II.C of the Settlement Agreement.

3. The Parties agree that to the extent necessary, this Agreement is intended to modify for one-year (until the 2023 irrigation season) the Cities' Mitigation Plan and will not create a cause of action for any of the Parties individually to allege that the Cities have not complied with their Mitigation Plan.

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RACINE OLSON, PLLP

8/18/2022
T. J. Budge Date

For ABERDEEN-AMERICAN FALLS GROUND WATER DISTRICT, BINGHAM GROUND WATER DISTRICT, BONNEVILLE-JEFFERSON GROUND WATER DISTRICT, CAREY VALLEY GROUND WATER DISTRICT, JEFFERSON CLARK GROUND WATER DISTRICT, MADISON GROUND WATER DISTRICT, MAGIC VALLEY GROUND WATER DISTRICT, NORTH SNAKE GROUND WATER DISTRICT, HENRY'S FORK GROUND WATER DISTRICT

SOUTHWEST IRRIGATION DISTRICT

Randy Brown 8-24-22
Randy Brown, Chairman Date

FLETCHER LAW OFFICE

8-19-2022
W. Kent Fletcher Date

For AMERICAN FALLS RESERVOIR DISTRICT #2 and MINIDOKA IRRIGATION DISTRICT

BARKER ROHSOLT & SIMPSON LLP

8/18/22
Travis L. Thompson Date

For A&B IRRIGATION DISTRICT, BURLEY IRRIGATION DISTRICT, MILNER IRRIGATION DISTRICT, NORTH SIDE CANAL COMPANY and TWIN FALLS CANAL COMPANY

SOMACH SIMMONS & DUNN

8/18/2022

Sarah A. Klahn Date

For CITY OF POCATELLO

HOLDEN KIDWELL HAHN & CRAPO PLLC

August 18, 2022

Robert L. Harris Date

For CITY OF IDAHO FALLS

MCHUGH & BROMLEY PLLC

for August 19, 2022

Chris Bromley Date

For CITIES OF BLISS, BURLEY, CAREY, DECLO, DIETRICH, GOODING, HAZELTON, HEYBURN, JEROME, PAUL, RICHFIELD, RUPERT, SHOSHONE, AND WENDELL

Exhibit 3

From: Olenichak, Tony <Tony.Olenichak@idwr.idaho.gov>
Sent: Wednesday, September 14, 2022 4:33 PM
To: Kent Fletcher <wkf@pmt.org>
Cc: Sarah Klahn <sklahn@somachlaw.com>; Travis Thompson <tlt@idahowaters.com>; John K Simpson <jks@idahowaters.com>; BWCC Manager <MANAGER@BIGWOODCANAL.COM>; Ellis Gooch <goochfarms@live.com>
Subject: RE: SWC Cities Mitigation water

Kent,

The amount supplied by the cities totaled only 6,290.2 AF. That amount will likely be approved and added to AFRD2's storage account in the water right accounting no later than next Tuesday.

Tony

From: Kent Fletcher <wkf@pmt.org>
Sent: Wednesday, September 14, 2022 3:00 PM
To: Olenichak, Tony <Tony.Olenichak@idwr.idaho.gov>
Cc: Sarah Klahn <sklahn@somachlaw.com>; Travis Thompson <tlt@idahowaters.com>; John K Simpson <jks@idahowaters.com>; BWCC Manager <MANAGER@BIGWOODCANAL.COM>; Ellis Gooch <goochfarms@live.com>
Subject: SWC Cities Mitigation water

Tony,

Pursuant to the mitigation agreement entered into between various cities and the Surface Water Coalition, the cities provide mitigation water each year. Usually the water is used for recharge, but this year, as was done last year, the cities have agreed to provide some of the water directly to the SWC.

The SWC decided this week to assign all of the direct delivery cities' mitigation water to American Falls Reservoir District #2. Pursuant to the document signed this year by the SWC and cities, I believe the total amount of water to be assigned for direct delivery to AFRD2 is 6,656.3 AF.

If there are any questions please contact me. Thanks.

--
Kent Fletcher
Fletcher Law Office
P.O. Box 248
Burley, ID 83318
208-678-3250
208-878-2548 (fax)
wkf@pmt.org

Exhibit 4

2022 Idaho Falls Groundwater Mitigation Report

Eastern Snake Plain Aquifer Mitigation Values Through Managed Aquifer Recharge, Direct Delivery, and Irrigation Conversion Projects



Submitted By

David Richards, P.E., Water Superintendent

City of Idaho Falls Public Works Department

March 2023

IDAHO FALLS PUBLIC WORKS

Sand Creek Recharge Site Background

The City of Idaho Falls' (City) Sand Creek Recharge Site (Site) is a managed recharge facility designed to recharge the Eastern Snake Plain Aquifer with surface water from Sand Creek. The Site, shown in Figure 1, is located between Sand Creek Golf Course and Sandy Downs, being situated just north of E 65th South and west of Sand Creek. The Site lies on property currently owned by the City of Idaho Falls and provides 5-year aquifer retention time according to the ESPAM2.1 groundwater model.

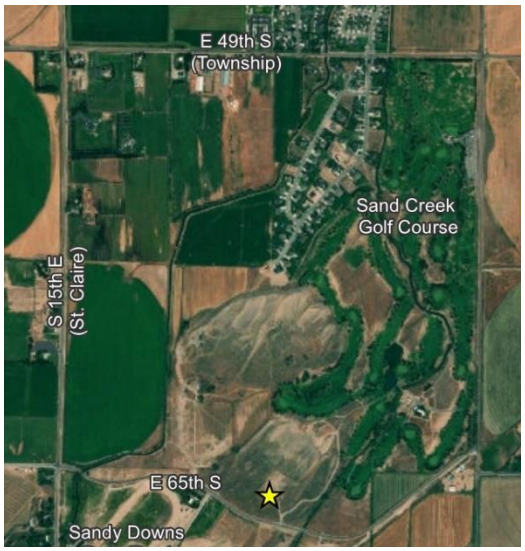


Figure 1 – Sand Creek recharge site vicinity

Originally a small gravel and sand excavation pit, the site was prepared for recharge activities in July 2017 when an eagle scout project, shown in Figure 2, was approved to remove piles of trimmed tree and shrub branches that had been dumped within the pit. Once branches were cleared out and removed by the City's Sanitation Division, the City installed a diversion gate in Sand Creek (Figure 3) along with a 24" supply pipeline from Sand Creek to the Site. An ultra-sonic flow meter was installed within a manhole constructed over the supply pipeline. This meter was selected due to its measurement capabilities and its ability to produce measurements without the need for on-going calibration. The project was completed in 2018 utilizing City funds.



Figure 2 – Eagle scout project to clear the recharge site

The City also contracted with Rocky Mountain Environmental Associates, Inc. (RMEA) to generate a Groundwater Quality Monitoring Program (GQMP) which was submitted to the Idaho Department of Environmental Quality (IDEQ) in November 2018 for review and comment. Following the IDEQ review process, the site was ready for use. Recharge activities officially commenced in April 2019 and proceeded throughout that summer. Sampling results from 2019 were subsequently evaluated by the IDEQ and sampling parameters were revised accordingly for future recharge seasons. Periodic water quality samples were taken from the surface water source along with two wells, one up-gradient and another down-gradient of the recharge site. Samples were tested for inorganics, nutrients, metals, volatile organic compounds, bacteria, and field parameters according to the revised GQMP, at varied intervals dependent upon whether or not recharge activities were on-going.

Managed Aquifer Recharge Activity at Sand Creek Recharge Site (504.0 Acre-feet)

Although efforts were delayed due to a lack of natural flow generated from flood control releases, managed aquifer recharge (MAR) at the Sand Creek Recharge Site began in August 2022. Recharge water at the site was provided by 504.0 acre-feet of storage water allocated to shares in Palisades Water Users, Inc. (PWUI). The City followed all applicable provisions of the Water District 1 2022 Rental Pool Procedures. Water allocated to these shares was diverted to the Sand Creek site between August 2 and September 18, 2022, after which diversion of flow into the pond from Sand Creek ceased as the City was able to recharge the full 504 acre-feet allotment. Figure 4 indicates the weekly MAR amounts during 2022 for the Sand Creek Recharge Site.



Figure 3 – Sand Creek Recharge head gate

Flow into the Sand Creek recharge site was measured with an ultra-sonic flow meter installed within a manhole on the 24" supply line feeding the site, providing flow readings in 15-minute increments. Inflow varied dependent upon the highwater level of the creek and City personnel had to monitor the site daily to adjust the diversion gate in attempts to keep the pond full. Variations in flow were largely due to irrigation uses during hot & dry season, but when the creek was full, flow ranged between 2,000 to 3,000 gallons per minute (gpm).

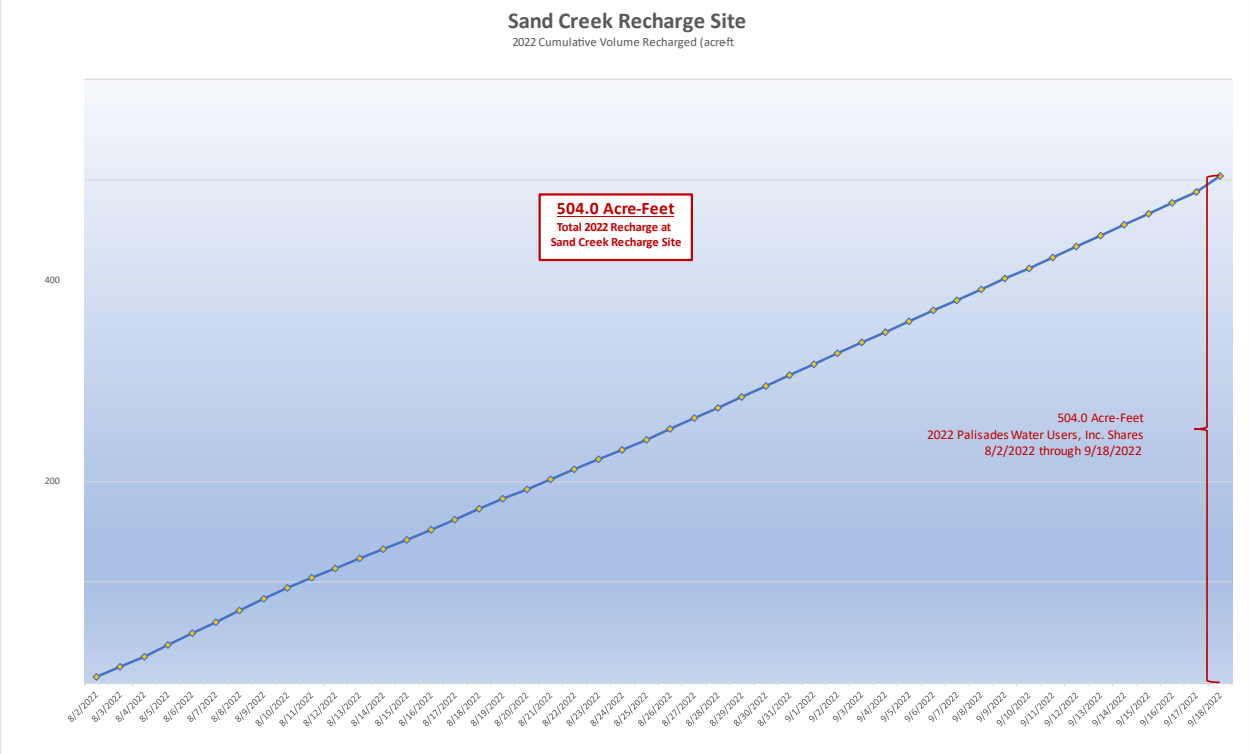


Figure 4 – Weekly cumulative MAR volumes at Sand Creek Recharge Site in 2022

Direct Delivery (2,000.0 Acre-feet)

The City of Idaho Falls also provided 2,000 acre-feet of storage water via direct delivery to the Surface Water Coalition (SWC) per its request in addition to the volume recharged at the Sand Creek recharge site. These 2,000 acre-feet were provided through a storage water lease with the City of Pocatello.

Groundwater to Surface Water Conversions (361.2 Acre-feet Annually)

In 2021, construction of two groundwater to surface water conversion projects were completed in Idaho Falls, one at Pinecrest Golf Course and another at the College of Eastern Idaho (CEI). These aquifer enhancement activities qualify on a 1:1 basis towards meeting the City's mitigation obligations pursuant to provision II.A.2.c of the 2018 settlement agreement between the SWC and signatory cities to the agreement.



Figure 5 – Pinecrest Golf Course Converted Irrigable Area

Pinecrest Golf Course, encompassing 120 assessed acres in the Idaho Irrigation District, has traditionally been watered with groundwater from the City's culinary water system. Although assessed 120 acres, the use of aerial photography indicates that the irrigable area after development totals 107.6 acres as shown in Figure 5.

During summer 2021, the golf course was retrofitted with an 18" supply line (Figure 6) from a new diversion structure in the Idaho Canal (Figure 7) to an irrigation pump station constructed on golf course property. A second, concurrent project fully replaced the existing golf course sprinkling system.



Figure 6 – Pi est Golf Course 18" Supply Li Instal

A similar conversion project was completed for the CEI campus through S&A Engineers, PC. Aerial photography was again utilized to determine the acreage of converted landscaping which totaled 34.05 acres as shown in Figure 8. The 2022 irrigation season was the first season in which both surface water sprinkling systems were fully utilized.

Calculations to determine the seasonal mitigation benefit derived from both conversion projects were based on the irrigable area for both the Pinecrest Golf Course (107.6 acres) and CEI campus locations (34.05 acres). Acreage from each location was multiplied by the precipitation deficit value for irrigated turf grass during a growing season in Idaho Falls (776 mm or 2.55 acre-feet per year as provided for the Idaho Falls FAA Airport weather station) as published by the University of Idaho's Kimberly Research and Extension Center (the "ETIdaho website).



Figure 7 – Pinecrest Golf Course Diversion on Idaho Canal

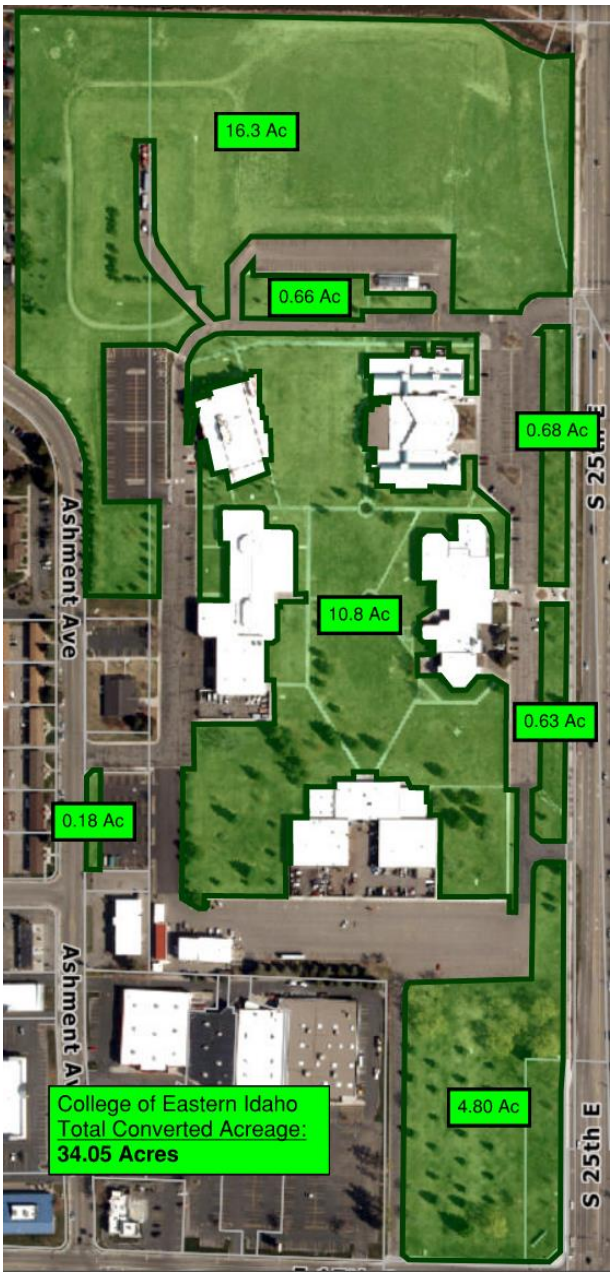


Figure 8 – College of Eastern Idaho Converted Irrigable Area

Using these values allows for the calculation of an annual mitigation for each conversion project, totaling 274.4 acre-feet for Pinecrest Golf Course and 86.8 acre-feet for CEI for an overall total of 361.2 acre-feet. It is fully anticipated that these properties will continue to utilize surface water for irrigation in future years, thereby entitling the City with mitigation credit of 361.2 acre-feet each year.

Total 2022 City of Idaho Falls Mitigation

In summary, the City of Idaho Falls supplied mitigation for the 2022 irrigation season in accordance with the agreement between the SWC and Coalition of Cities. Mitigation was provided by MAR totaling 504 acre-feet, by direct delivery to the SWC totaling 2,000 acre-feet, and through two groundwater to surface water conversions totaling 361.2 acre-feet. Combining all mitigation sources yields a 2022 total mitigation volume of **2,865.2 acre-feet** for the City. Figure 9 contains a chart identifying the annual recharge/mitigation volume by source for the City of Idaho Falls in 2022.

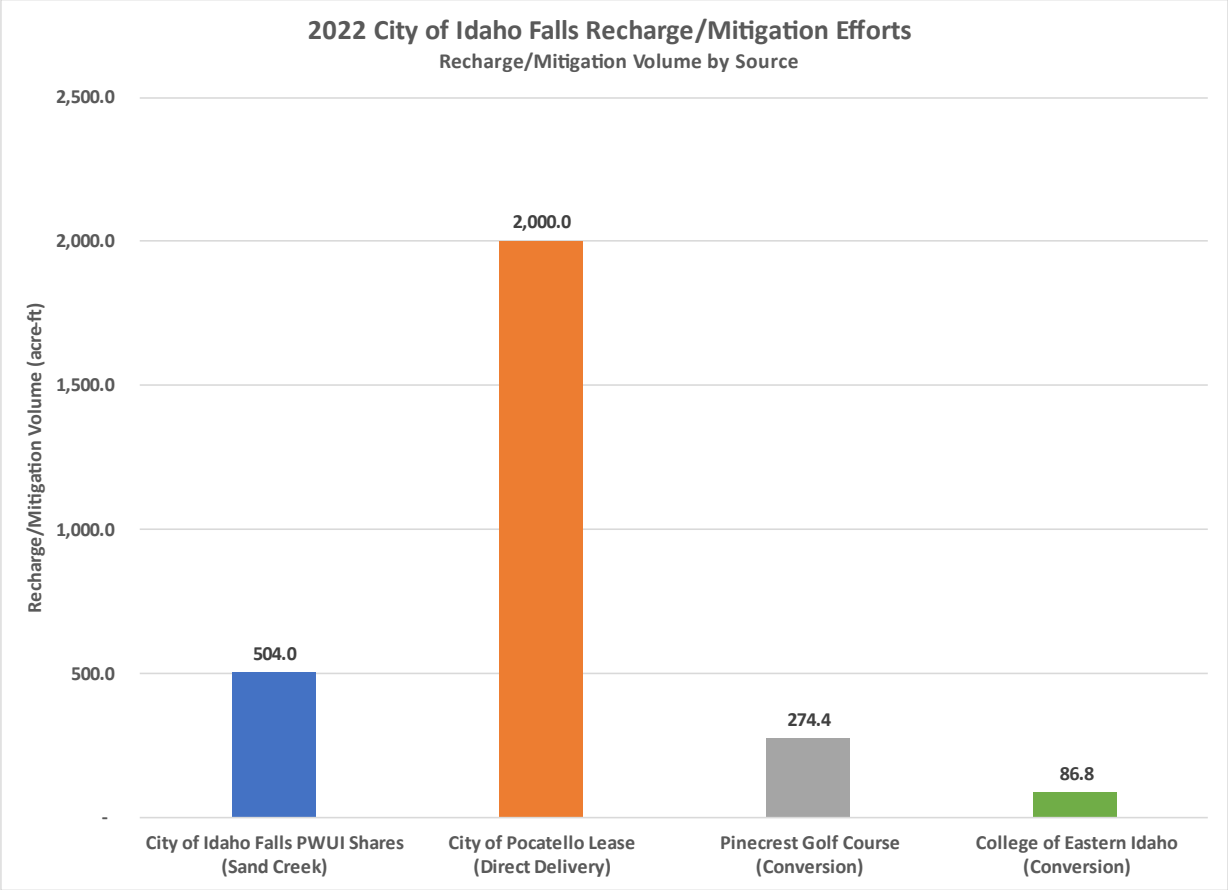


Figure 9 – City of Idaho Falls total recharge volumes by source in 2022

Exhibit 5

CITY OF REXBURG
America's Family Community

June 7, 2022

Somach Simmons & Dunn
Attn: Sarah Klahn
2033 11th Street Suite 5
Boulder, Colorado 80302

Dear Sarah,

The purpose of this letter is to give a report of the recharge accomplished by the City of Rexburg to meet its 2022 obligation from the City's involvement with the Settlement Agreement Between the Surface Water Coalition, Participating Members of Idaho Ground Water Appropriators, Inc., and Signatory Cities.

It is our understanding that the City of Rexburg was obligated to recharge 437.8 Acre-Feet in 2022.

The City completed this recharge in the spring, prior to beginning the recharge to meet the City's other obligations. The following summarizes the daily water diverted from the South Fork of the Teton River to Walters Pond to meet the City's recharge obligation.

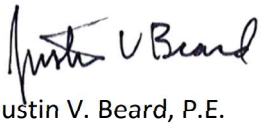
Date	Volume Recharged (Acre-Ft)	Date	Volume Recharged (Acre-Feet)
4/15/2022	18.4	4/30/2022	16.4
4/16/2022	17.4	5/1/2022	16.4
4/17/2022	17.4	5/2/2022	16.4
4/18/2022	17.4	5/3/2022	18.4
4/19/2022	15.3	5/4/2022	18.4
4/20/2022	15.3	5/5/2022	12.3
4/21/2022	15.3	5/6/2022	12.3
4/22/2022	21.5	5/7/2022	17.4
4/23/2022	16.4	5/8/2022	17.4
4/24/2022	16.4	5/9/2022	17.4
4/25/2022	16.4	5/10/2022	18.4
4/26/2022	18.4	5/11/2022	15.3
4/27/2022	12.3	5/12/2022	15.3
4/28/2022	18.4	5/13/2022	12.3
4/29/2022	15.3		
		Total	**475.7 Acre-Feet**

35 N 1st E Rexburg ID, 83440 P.O. Box 280 www.rexburg.org

Phone (208) 359-3020 Fax (208) 359-3022

Please let we know if you have any questions about this report.

Respectfully,



Justin V. Beard, P.E.
Assistant Public Works Director

CC:
Heidi Welsh, Spronk Water Engineers

EXHIBIT 7

IDWR's Verification of the Cities' 2022 Mitigation Report

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700
Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

June 29, 2023

To: **The Parties**[1]
From: **Idaho Department of Water Resources**
Re: **Verification of Signatory Cities' 2022 Mitigation Data**

This document is submitted by the Idaho Department of Water Resources ("IDWR") to the Parties to satisfy section III.B of the 2018 Agreement named "Settlement Agreement Between the Surface Water Coalition, Participating Members of Idaho Ground Water Appropriators Inc., and Signatory Cities." Section III.B of the Agreement states:

> *"The Parties will request that IDWR analyze the data contained in the Signatory Cities' annual report to confirm the accuracy of the data. IDWR's analysis shall be provided to the Parties no later than July 1 following the Signatory Cities' April 1 submittal of the annual report."*

On April 20, 2023, the Signatory Cities submitted their Revised 2022 Annual Report ("Report") to the Parties and IDWR. IDWR has reviewed the Report and determined the recharge and mitigation activities conducted by the Signatory Cities has met the criteria set forth in section II.A.2 of the Agreement and achieved a total recharge/mitigation volume of 7,631.1 acre-feet as shown in table 1 below.

Table 1: 2022 Signatory City Mitigation Activity Details

City	Source of Mitigation Water	Location	Activity Date	Is location authorized? Does location meet Agreement criteria?	Mitigation Amount (acre-feet)
Participating Cities	City of Pocatello's Palisades Reservoir Storage	NA: Direct delivery to American Falls Reservoir District #2	-	Yes. See "2022 Agreement for Direct Delivery in Lieu of Aquifer Enhancement Activities"	6,290.2
Idaho Falls	Source 1. City of Idaho Falls storage allocation in Palisades Water Users, Inc.(504 acre-feet)	Sand Creek Site	8/2 - 9/18	Yes. ESPAM2.1 modeled 5-year retention of 17.8% (row 77, columns 160 and 161)	865.2
	Source 2. Ground water to surface water conversion projects (estimated 361.2 AF)	Pinecrest Golf Course & College of Eastern Idaho	2022	Yes. Section II.A.2.c of Agreement allows for GW to SW conversion	
Rexburg	Rexburg Teton River surface water rights 22-203 and 22-204C	Walters Pond	4/15 - 4/29	Yes. ESPAM2.1 modeled 5-year retention of 44.3% (row 59, column 183)	475.7
				Total Mitigation Volume (acre-feet)	**7,631.1**

Section II.A of the Agreement details the requirement to supply mitigation with a minimum of 1,000 acre-feet per year and to maintain a five-year rolling average recharge volume of 7,650 acre-feet. The

[1] Parties: Signatory Cities, Surface Water Coalition, Idaho Ground Water Appropriators, Inc.

assessment of compliance pertaining to the five-year rolling average occurs in 2024 as per Section II.C of the Agreement. The five-year rolling average is shown in table 2 below.

Table 2: Signatory City Annual Mitigation and Five Year Average

	2019	2020	2021*	2022	2023	Five Year Average
Total City Mitigation Amount (acre-feet)	8,169.4	7,813.8	7,650 (7247.4)	7,631.1		7,816.1

* In 2021 the parties agreed the Cities would get credit for 7,650 AF of mitigation in exchange for the Cities delivering wet water to the Surface Water Coalition. 7,650 AF is used in this averaging calculation although 7,247.4 AF was the actual mitigation volume.

Respectfully,

Brian Ragan

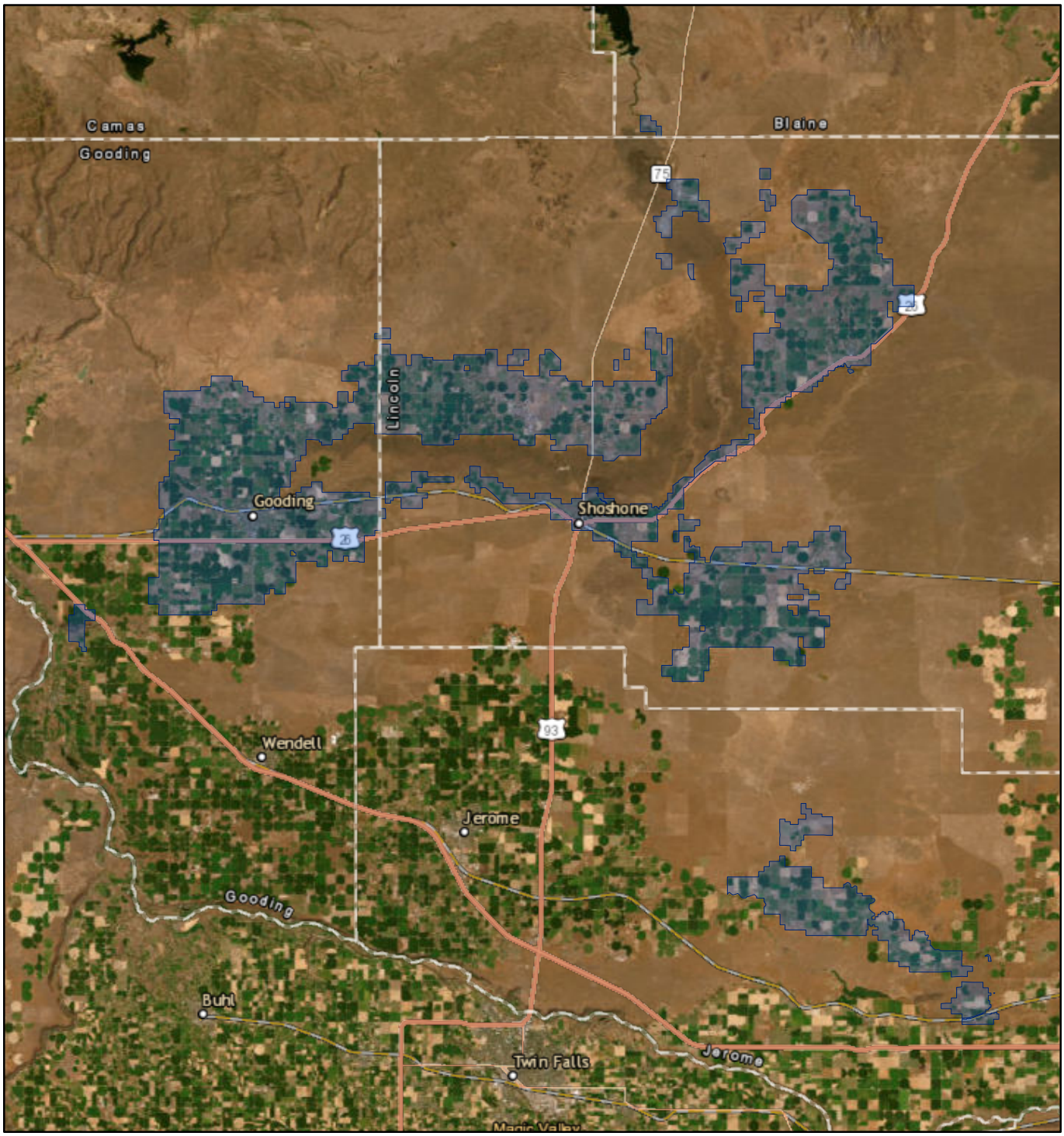
Brian W. Ragan, PG
Water Compliance Bureau

000152

EXHIBIT 8

Map of AFRD#2 Service Area

AFRD#2 Service Area



2/13/2025, 9:31:14 AM

1:577,791

0 3.5 7 14 mi

0 5 10 20 km

World Transportation

Select from List _Query result

Irrigation Organizations

Esri, HERE, Garmin, Esri, HERE, Earthstar Geographics

Idaho Department of Water Resources

Earthstar Geographics | USGS TNM – National Hydrography Dataset. Data Refreshed January, 2025. | BLM, IDL, IDWR | Idaho Department of Water Resources | Esri, HERE | Esri, HERE, Garmin |

EXHIBIT 9

IDWR's Water Right Transfer Processing Memorandum No. 24 (Oct. 1, 2024)

This Guidance Document is not new law but is an agency interpretation of existing law. For more information or to provide input on the document, please contact the Water Right Section Manager at 208-287-4800.

ADMINISTRATOR'S MEMORANDUM

Transfer Processing No. 24

To: **Water Allocation Bureau and Regional Offices**

From: **James R. Cefalo** JRC

RE: **Transfer Processing Guidance**

Date: **October 1, 2024**

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This memorandum supersedes the December 21, 2009 version of Transfer Processing Memorandum No. 24.

The purpose of this memorandum is to provide guidance to Department staff for processing applications for transfer of water rights pursuant to Section 42-222(1), *Idaho Code,* and other applicable law. This memorandum reflects multiple changes to the statutes governing transfer applications that were adopted between 2009 and 2024. The guidance provided herein is intended to streamline transfer application processing and promote efficiency and consistency in the Department's review of transfer applications. Department staff should use their judgment and discretion to adapt the guidance set forth herein to the nature and complexity of each transfer application.

1. When a Transfer Application is Required

Section 42-222(1), *Idaho Code,* requires the holder of a water right to obtain approval from the Department prior to changing the point of diversion, place of use, period of use, or nature of use of all or any part of a water right. Water right holders seek approval by filing a transfer application with the Department. A water right included in a transfer application must be a license, a claim to a water right established through diversion and beneficial use, or a decree issued by a court. A water right established through diversion and beneficial use must be filed as an adjudication claim (and, for a late claim,

accepted by the adjudication court) or as a statutory claim pursuant to Section 42-243, *Idaho Code*, prior to filing a transfer application.

1.1 Changes to Elements of a Water Right. A transfer application is always required if a proposed change would alter any of the water right elements that may be changed through a transfer application (point of diversion, place of use, period of use, nature of use), as recorded by license, claim, or decree. A transfer application is also required if a proposed change would alter a water right condition that defines or limits the point of diversion, place of use, period of use, or nature of use of a water right. A transfer application is also required if a proposed change would substantially alter an approved mitigation plan for a water right.

1.2 Changes Raising Injury or Enlargement Concerns. If a proposed change has the potential to injure other rights or the potential to enlarge a water right, even when there is no change in any of the recorded elements of the right, a transfer application should be filed to provide the Department an opportunity to evaluate and address any potential injury or enlargement.

1.3 Changes to Points of Diversion. A transfer application is required to change the point of diversion for a water right to a different tract or legal subdivision than is described as an element on the right. This includes a proposal to change from one 10-acre legal subdivision to another, if the point of diversion was previously described within a 10-acre tract. A transfer application is also required when a water user proposes to add a point of diversion to a water right, even if the proposed additional point of diversion is located within the same legal subdivision as an existing point of diversion. A transfer application is also required to move a point of diversion from a shared point of diversion to a separate point of diversion if the existing point of diversion continues to divert water pursuant to other water rights.

A transfer application is also required to change the point of diversion for a water right to a location where additional water would be available for diversion, such as moving downstream on a gaining stream reach, or to a location upstream or downstream of points of diversion for other water rights, even if the proposed point of diversion is located within the same legal subdivision as the existing point of diversion. The transfer application process provides public notice of the proposed change and provides the Department an opportunity to evaluate and address any potential injury or enlargement.

A transfer application is also required to move a point of diversion from a tributary stream to a location downstream of the confluence with another stream, even if the proposed point of diversion is in the same legal subdivision as the existing point of diversion. If a water user proposes to move a point of diversion from one stream to another stream upstream of the confluence of the two streams or move a point of diversion from one tributary to another tributary, the water user should file an application for exchange pursuant to Section 42-240, *Idaho Code*, rather than a transfer application.

1.4 Changes to Places of Use. A transfer application is required to change the place of use for a water right to a different legal subdivision or to add legal subdivisions to the authorized place of use for a water right. A transfer application is also required to increase the number of irrigated acres within any 40-acre legal subdivision or government lot authorized by a water right. For example, a transfer application is required to change the place of use of a 30-acre irrigation water right from 10 acres in the NW¼NW¼ and 20 acres in the NE¼NW¼ to 20 acres in the NW¼NW¼ and 10 acres in the NE¼NW¼. Department staff should carefully evaluate any proposal to change the place of use or nature of use for less than one acre of an irrigation water right. Changes of less than one acre raise significant concerns of enlargement and injury and should only be approved if there is persuasive evidence that the acre proposed to be taken out of production will, in fact, no longer be irrigated.

1.5 Consolidation of Irrigated Acreage. A transfer application is required to consolidate or permanently reduce the number of acres authorized for irrigation under a water right while maintaining the original diversion rate or annual diversion volume.

1.6 Land Application of Wastewater. A transfer application is required to change the place of use for a water right that relies on land application of wastewater (such as rights for industrial, dairy, or confined animal feeding operations) if the change would result in wastewater being applied to lands that do not have a full supply irrigation water right.

1.7 No Physical Change. A transfer application may also be required to update the point of diversion or place of use elements in licenses or decrees to reflect the historical use of a water right. In such an instance, there would not be an actual change to the diversion and delivery system, only a change to the legal descriptions for the elements of a water right. In some cases, it may be possible to update a water right without a transfer application. For example, some clerical errors might be addressed by an adjudication (or other jurisdictional) court. Similarly, in some cases, the Department may be able to issue an amended license to address a clerical error.

1.8 Obsolete Water Right Conditions. A transfer application is required to remove or change conditions on a decreed right, even if the conditions are obsolete or ambiguous. In some cases, water users may be able to petition an adjudication court to remove obsolete or ambiguous conditions. A transfer application is not required to modify or remove obsolete conditions from a water right license, provided other water rights are not materially affected by the change. Such changes should be accomplished through an order of the Department

1.9 Stockwater Rights on Federal Land. Pursuant to Section 42-113(2)(b), Idaho Code, a water right for stockwater use on federally owned or managed land is an appurtenance to the base property of the grazing allotment permittee. When such a water right is conveyed to a new owner, a transfer application is required to move the water right from the base property of the previous owner to the base property of the new owner.

2. When a Transfer Application is not Required

A transfer application is not required if a proposed change in water use will not alter any of the elements of a license, claim, or decree, except when the change in a point of diversion presents injury or enlargement concerns as described above. A transfer application is not required when an accomplished change to a water right or an enlargement of a right has been claimed in an adjudication in accordance with the provisions of Sections 42-1425 or 42-1426, *Idaho Code*.

2.1 Change in Consumptive Use. Consumptive use is not, by itself, an element of a water right subject to the requirements to file a transfer application. A change in the amount of consumptive use does not require a transfer application provided the authorized nature of use does not change and no recorded element or approval condition of the right is changed. Historical consumptive use may be considered when a transfer application proposes to change the nature of use of a water right, as discussed in greater detail later in this memo.

2.2 Change in Ownership. A transfer application is not required to change the ownership records for a water right or to change the contact information for a water right holder.[1] A water user may request to update the ownership records of water rights in conjunction with a transfer application proposing to change other elements of the rights. Consistent with Section 42-248(3), *Idaho Code*, the water user must still pay the filing fee for the ownership change in addition to any filing fees required for the transfer application.

A transfer application is not required to update the ownership records of one or more water rights, or portions thereof, that are part of a larger group of water rights authorized for use within and appurtenant to a permissible place of use[2] if the conveyance documents specify which water rights, or portions thereof, are included in the conveyance and if other elements of the affected rights will not be changed.

2.3 Partial Abandonment. A transfer application is not required to abandon any portion of a water right such as removing a purpose of use or a point of diversion or reducing the number of irrigated acres and a proportional share of the diversion rate and volume. A water right holder proposing to abandon a portion of a water right must provide a notarized statement of abandonment identifying the water rights to be changed and describing the specific changes to be made.

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[1] The term "transfer" is a term of art in Idaho water law and is often confused with the process of updating ownership records. It is common for water users to say, "I need to transfer my water rights," when they simply need to update ownership records. Changes in ownership or contact information may be filed in accordance with Section 42-248, *Idaho Code*, or in accordance with Section 42-1409(6), *Idaho Code*, for adjudication claims.

[2] A permissible place of use exists when a legal description for the place of use of an irrigation water right is larger than the individual acre limit for the right. For example, an irrigation water right may describe a permissible place of use of 160 acres, even though the water right is limited to the irrigation of 40 acres in an irrigation season.

2.4 Split Rights. A transfer application is not required when an irrigation water right is proposed to be split through an ownership change filed pursuant to Section 42-248, *Idaho Code,* and a disproportionate share of the diversion rate was described in the conveyance document, as long as the resulting diversion rates do not exceed 0.02 cfs per irrigated acre for any portion of the water right, and no other changes are made to the water rights.

2.5 Changes to Points of Diversion within a Recorded Location. A transfer application is not required to move a point of diversion to a location within the same legal subdivision currently listed on the water right and the change will not enlarge the right or injure other water rights. A transfer application is required to move the point of diversion for a water right upstream or downstream of existing points of diversion for other rights or when a ground water well will move significantly closer to another well or a surface water source. The transfer application process provides public notice of the proposed change and provides the Department an opportunity to evaluate and address any potential injury or enlargement.

A transfer application is not required to update a point of diversion shape in the Department's GIS database to reflect the actual location of a point of diversion. The Department will not initiate an enforcement action based on a discrepancy between the point displayed in the Department's GIS records and the physical location of a point of diversion, as long as both points are located within the same legal subdivision.

2.6 Replacement Point of Diversion. A transfer application is not required to replace a point of diversion if the new point of diversion is constructed in the same legal subdivision as described in the license, claim, or decree, and the change will not enlarge the water right or injure other water rights. For example, a water right holder may drill a new well within the legal subdivision identified for the point of diversion on the water right without filing a transfer application, as long as the original point of diversion is properly decommissioned, and the change will not enlarge the water right or injure other water rights. If a condition defines the location of the point of diversion to a smaller tract of land, such as a lot within a subdivision, a transfer application would be required to update the condition to describe a different lot in the same subdivision, even if the legal description of the point of diversion does not change.

2.7 Refined Descriptions. A transfer application is not required when there is a discrepancy between the point of diversion or place of use on a water right and the physical location of the point of diversion or place of use due to improved mapping technology or revised land survey data. The Department will not initiate an enforcement action against the water right holder based on such a discrepancy. If the water right holder chooses to address the discrepancy, however, a transfer application is required as described above (No Physical Change).

2.8 Changes in Place of Use within Recorded Location. A transfer application is not required to change the location of irrigated acres within a 40-acre legal subdivision or government lot, as long as the proposed change will not result in an increase in the number of irrigated acres within the 40-acre subdivision or government lot nor result in

irrigation of a legal subdivision that is not already identified within the irrigation place of use on the right. If a condition defines the location of the place of use to a smaller tract of land, such as a lot within a subdivision, a transfer application would be required to update the condition to describe a different lot in the subdivision, even if the legal description of the place of use does not change.

2.9 Generally Described Place of Use. A transfer application is not required for an irrigation district to change its generally described place of use (service boundary) pursuant to Section 42-219(7), *Idaho Code*, or for an irrigation corporation to change its generally described place of use pursuant to Section 42-222B, *Idaho Code*. Department staff should ensure that the change in service boundary will not result in an increase in the diversion rate or the total number of acres irrigated and that the change will not enlarge the water rights or injure existing rights. Any change to the boundary of a generally described place of use must be documented by a map of the revised boundary filed with the Department in accordance with Section 43-323(2), *Idaho Code*, (for irrigation districts) and Section 42-222B(1), *Idaho Code*, (for irrigation corporations).

2.10 Municipal Place of Use. A transfer application is not required to change or add a place of use for "municipal purposes" within the "service area" of a "municipal provider" as those terms are defined in Section 42-202B, *Idaho Code*. The service area of a municipal provider is established by Idaho law. The shapefile in the Department's GIS records is only a general depiction of the service area and does not create any legal rights or obligations. The ownership of a portion of a municipal water right held by a municipal provider for reasonably anticipated future needs can be changed to a different municipal provider subject to the provisions of Section 42-248, *Idaho Code*. However, the right cannot be changed to a place of use outside the service area of a municipal provider or to a different nature of use.

2.11 In-stream Stockwater. A transfer application is not required to divert water away from a stream for stock watering purposes provided the diversion is added and used in conjunction with an in-stream stockwater right and the diversion meets the conditions set forth in Section 42-113(3), *Idaho Code,* including the notice requirement.

2.12 Intensified Water Use. A transfer application is not required to increase production under an authorized use of water, unless the proposed change would also result in a change to one or more of the elements of the water rights as licensed or decreed. For example, a transfer application is not required to increase the number of or volume of raceways in a fish propagation facility, increase the number of cows at a dairy, change irrigation to a more water consumptive crop, or increase the generating capacity of hydroelectric generators, so long as none of the elements of the associated water rights are changed and the water use does not exceed the elements of the water rights, including any limits set forth in water right conditions.

2.13 Mitigation Through Non-Use of a Right. A transfer application is not required to mitigate for the diversion and use of water under another right if the mitigation is accomplished through non-use of water under an existing valid water right, except

under specific circumstances where a transfer is required as part of the Department's approval of a mitigation plan.

2.14 Land Application of Wastewater to Replace Existing Supply. For a water right with a beneficial use that relies on land application of wastewater (such as industrial, dairy, or confined animal feeding operations), a transfer application is not required to change the location of lands used for application of wastewater, when there is a full supply irrigation water right for the place of use receiving the wastewater.

3. Requirements for an Acceptable Transfer Application

The requirements for filing a transfer application are set forth in their entirety on the transfer application form ("application form") titled "Application for Transfer of Water Right." The current version of the application form is available on the Department's website. An applicant or authorized representative must use the application form and must provide all relevant information requested by the form. An application that does not include all the information requested on the application form is considered incomplete, and Department staff may request that the applicant address any deficiencies. The letter or email requesting additional or corrected information may state that unless the application is corrected or the missing information is submitted within 30 days of the request, the application will be returned, and the filing fee refunded. A transfer application that includes all the information requested on the application form will be processed in accordance with Section 42-222(1), *Idaho Code*.

Department staff may help water users understand the components and requirements of the application form and may assist water users in generating maps for transfer applications, as time permits. Department staff should refrain from answering the questions set forth on the application form for the applicant. The application form includes a paragraph above the signature line where the applicant affirms that the information provided is true and accurate based on the applicant's knowledge. Consequently, the statements made on the application form should be the statements of the applicant or their authorized representative, not the statements of Department staff.

4. Changes to Transfer Applications

An applicant may amend a transfer application to clarify or correct information on the application or to address concerns raised in a protest. If the changes to the proposed place of use, period of use, nature of use, amount of water, method of diversion, or location of diversion are substantial, the applicant should file a new application to replace the original application. If the revisions are not substantial, an applicant or authorized representative may amend the application through an initialed, dated endorsement or by sending the Department a letter or email describing the revisions in detail. Changes initialed or signed by the applicant's representative must be accompanied by evidence of authority to sign for the applicant, if not previously provided. Department staff should not make changes to an application, except those described in a letter or email from the applicant or authorized representative. A replacement application, or individual page, must be identified as "amended" on its face

so that it can be distinguished from the original application, and the original application, or individual page, must be marked as "superseded." An additional filing fee may be required if the amended application proposes to change a greater amount of water rights than proposed in the original transfer application.

Generally, the Department must publish notice of an amended transfer application. If the amended application proposes to only change the point of diversion or place of use for water rights or reduces the amount of water rights proposed to be changed and the amendment will not change the effect on the source for the right and any other hydraulically connected sources when compared to the original application, the Department is not required to publish notice of the amended application. If an amended application must be re-advertised, the applicant must provide a re-advertisement fee, as described in Section 42-221F, *Idaho Code*.

An applicant may assign a transfer application to another person or entity while the application is pending before the Department. An assignment must be in writing, signed by the current applicant, and notarized. Department staff do not need to re-publish notice of the application because of an assignment of application. There is no fee for an assignment. An assignment will change the name of the transfer applicant, but the ownership records for the water rights involved in the transfer application cannot be changed without proper documentation and filing fees.

5. Processing a Transfer Application

When a transfer application is filed, Department staff should promptly review the application to ensure the applicant has responded to all questions on the application form and has provided all documents or other information required by the application form. Department staff should send an email or letter asking the applicant to address any deficiencies, as described above. Department staff may prepare a memo or checklist to evaluate whether the application is complete and includes all the required information. Department staff should not complete a memo evaluating an application under the review criteria set forth in Section 42-222(1), *Idaho Code*, until after the application has come out of the public notice phase, if public notice is required. Evaluating the merits of a transfer application prior to publication, if public notice is required, gives the appearance that the Department has pre-judged the contested case, if an application is protested.

Once any deficiencies are addressed, Department staff may enter the application into the Department's Workflow transfer processing program and prepare the application for publication, if public notice is required. Department staff should ensure that an application is complete and accurate prior to publication to avoid the need to re-publish the application.

Whether or not public notice is required, the Department must always seek comment from the watermaster(s) of the water district(s) with the authority to administer the water source(s) at the proposed and existing points of diversion. Department staff are not required to seek comments from a watermaster if the source of the right proposed to be

changed is excluded from the subject water district. For example, Department staff do not need to seek comment from the watermaster of Water District 120 (which only administers ground water rights) for surface water transfer applications within the Water District 120 boundary. Department staff should refer to the water district information in the Department's water rights database and the materials prepared by the Water Distribution Section for determining the rights administered by water districts. Pursuant to Section 42-222(1), *Idaho Code*, watermaster comments are a prerequisite for the Department to act on a transfer application. However, some watermasters do not respond to some requests for comment. Therefore, every request for watermaster comment should include a statement that failure to respond within a designated time period will be considered a statement of no objection from the watermaster.

Department staff may conduct any field inspections that may be needed to validate water rights or to understand and evaluate the proposed changes. For example, a transfer which includes a statutory claim may require a field inspection to verify the elements of the claimed right. Other applications may require field inspections to verify components of the existing or proposed diversion and delivery system. Department staff may also request review by the Hydrology Section or other Department technical staff to evaluate the hydrologic effects of the proposed changes.

Consistent with Idaho law, the applicant bears the burden of proof for the review criteria set forth in Section 42-222(1), *Idaho Code*. At any time, Department staff may request additional information from the applicant to clarify the purpose of the proposed changes, to further document the information provided with the application or statements made on the application, or to provide a sufficient basis for determining whether the proposed changes satisfy the statutory criteria for approval. Department staff may request this additional information through written correspondence (letter or email) and should set a deadline for response. If an applicant fails to respond to a request for additional information within the time period established, the application may be denied on the basis that the applicant failed to satisfy their burden of proof with respect to the review criteria in Section 42-222(1), *Idaho Code*.

If a transfer application is protested, the application will be processed as a contested case before the Department under the Department's Rules of Procedure (IDAPA 37.01.01). For all applications, protested or not protested, Department staff must consider all of the evidence and information provided by the applicant, any relevant data or information in the Department's records, and all other relevant information and determine (1) whether the applicant has the authority to make the proposed changes, (2) whether the water rights (or portions thereof) proposed to be changed are valid water rights, and (3) whether the application satisfies the criteria set forth in Section 42-222(1), *Idaho Code*. For a transfer application that satisfies the review criteria, Department staff should prepare an order or memorandum summarizing the changes proposed in the application and explaining how the application satisfies the review criteria. If an application does not satisfy the criteria set forth in Section 42-222(1), *Idaho Code*, Department staff should issue a preliminary order denying the application. Because this memo is an internal guidance memo, Department orders approving or denying transfer applications should not include citations to this memo. Statutes, case

law, previous orders of the Department, and the transfer application form provide a sufficient basis for evaluating transfer applications. Deputy attorney generals assigned to the Department are available to help Department staff find appropriate citations.

Although each transfer application involves a unique set of water rights and a unique hydrologic setting, there are many common types of transfer applications and similar issues shared by many transfer applications. To maintain consistency throughout the state in how Department staff consider applications under the review criteria in Section 42-222(1), *Idaho Code*, the following guiding principles have been compiled. Many of these principles are based on statutes and case law, even if the statutes and cases are not cited. The following principles are not rules, however, and deviation therefrom may be warranted if the deviation is supported by evidence available to the Department and is consistent with statute or applicable case law.

5.1 Authority to File Transfer Application

For every transfer application, the Department must confirm that the applicant has the authority to seek approval for the proposed water right changes. The following principles may help Department staff verify that the transfer applicant has the authority to seek the proposed changes.

(1) Current Owner of Record. Absent information to the contrary, if the transfer applicant is the current owner of record for the subject water rights, Department staff may assume that the applicant has the authority to file the transfer application. Department staff should check online county parcel maps, if available, to verify that the existing place of use for the subject water rights is still owned by the applicant.

(2) Transfer of Pending Adjudication Claim. A transfer application filed to change a water right, or portion thereof, claimed in a pending adjudication, where the claimed place of use is based on an accomplished transfer pursuant to Section 42-1425, *Idaho Code,* must include documentation demonstrating the applicant's ownership of the right or authority to make the proposed changes.

(3) Applicant Does not Own Water Right. Sometimes a transfer application is filed by a water right broker or a prospective buyer prior to the actual conveyance of the water right. If the applicant is not the current owner of record for the rights proposed to be changed, the application form requires an applicant to provide evidence of current ownership of the rights or authority to make the proposed changes. Documentation could include a warranty deed or other deed, title policy, contract for sale, option to purchase the water right, or other similar documents confirming the authority to change the water rights. See Records Memorandum No. 9 for additional guidance on water right ownership documentation.

(4) Applicant Does not Own Proposed Place of Use. If a transfer application proposes to change the place of use for the transferred rights, and the applicant does not own the land at the proposed place of use, the application form requires an applicant to provide documentation confirming legal access to the proposed place of use, except when the applicant is a municipal provider, irrigation district, canal company, homeowners' association or other entity delivering water to lands owned by others.

(5) Applicant Does not Own Proposed Delivery System. If a transfer application proposes to convey water in a delivery system owned by another (for example, an existing ditch or pipeline), the application form requires the applicant to provide documents confirming legal access to the delivery system. If the applicant has permission from the system owners to use a delivery system owned by another, the applicant need not demonstrate legal access to the properties underlying the delivery system. If the proposed delivery system is already in place (such as a shared ditch) and crosses federal land, Department staff should not require the applicant to obtain an easement or right-of-way from the relevant federal agency as a pre-requisite to approving the transfer, as long as any approval is conditioned such that access must be obtained prior to the diversion and delivery of water pursuant to the water right.

(6) Conditions on Associated Rights. If a transfer application would require a substantive change to the water right conditions of an associated right[3] (other than changes associated with an ownership split), and the associated right is not owned by the applicant, the application form requires an applicant to provide documentation from the owner of the associated water right consenting to the proposed changes.

(7) Authority to Sign on Behalf of Applicant. If a transfer application is signed by someone other than the applicant, the application form requires an applicant to provide documentation that the representative is authorized to sign on the applicant's behalf. The documentation could include a power of attorney, a current list of officers for a corporation or company, or documents confirming the representative's position as an elected official. The signer's title should be included with the signature.

(8) Corporation, Partnership, Trust, Joint Venture, or other Business Entity. If a transfer application is filed in the name of a corporation, partnership, trust, joint venture, association, or other business entity, Department staff must verify that the business entity is a viable and legally recognized entity. Department staff may conduct a Business Entity Search at the Idaho Secretary of State website. If unable to locate information about the

[3] An "associated right" is related by conditions of approval to a water right proposed to be changed in a transfer application. Changing one or more elements of a water right through the transfer process may necessitate updates to the conditions of the associated right.

applicant's business status on the Idaho Secretary of State website or other available sources, Department staff should request documents from the applicant confirming the status of the business entity. Such documents will help Department staff ensure that the entity is properly identified in ownership records and that the transfer application was properly signed.

(9) Approval from Irrigation Entity. Section 42-108, *Idaho Code,* requires an applicant to obtain the consent of a corporation, canal company or irrigation district if the water rights to be transferred are held by such an entity or the diversion works, or irrigation system involved in the transfer are owned or managed by such an entity.

(10) Approval from Idaho Legislature. Consistent with Section 42-108, *Idaho Code*, any transfer which changes the period of use or nature of use for a quantity of water greater than 50 cfs or a storage volume greater than 5,000 acre-feet requires approval of the legislature, if the transfer is approved by the Department.[4]

(11) Liens. Mortgages, or Contract Restrictions. The Department is required to provide notice of a transfer application to the holder of a security interest in any water right proposed to be changed if the security interest holder has requested such notice pursuant to Section 42-248(9), *Idaho Code.* If the transfer proposes a change that might impact the value of the existing place of use, such as moving irrigated acres or a diversion facility to other land or changing the nature of use of a water right, and the land from which the water right is proposed to be transferred is subject to liens, mortgages, or other contract restrictions, the application form requires an applicant to provide a statement of consent signed by an authorized representative of the affected entity.

(12) Municipal Provider. If a transfer application proposes to change the nature of use of a water right to municipal purposes in the name of a municipal provider for reasonably anticipated future needs, the application form requires the applicant to provide documentation to establish its qualifications as a municipal provider as defined in Section 42-202B, *Idaho Code.*

(13) Agreement not to Divert. The application form asks the applicant to disclose whether the water rights to be changed are enrolled in the Water Supply Bank, if the existing place of use is enrolled in a cropland set-aside program such as CRP or CREP, or if the water rights to be changed are held unused in conjunction with a mitigation plan or an agreement not to divert water. Some of the information provided by the applicant may be protected from public disclosure. Refer to Records Memo No. 12 for guidance on handling

[4] Section 42-108, *Idaho Code*, also requires legislative approval for temporary changes extending three or more years. Pursuant to Section 42-222A, *Idaho Code*, temporary changes shall expire no later than December 31 of the year the application is filed, so no temporary change would extend past one year.

CREP records. For water rights that are enrolled in the Water Supply Bank, Department staff should refer to the Transfers & Water Supply Bank Coordinated Processing document on the Water Rights Section page on WEnet.

5.2 Evaluation of Water Right Validity

For every transfer application, the Department must confirm the validity of the water rights, or portion thereof, proposed to be changed. The following may be considered when evaluating whether a water right proposed to be changed is valid. Department staff may need to request additional information from the applicant to complete an evaluation of water right validity.

(1) Evidence of Use from Department Records. The Department must confirm that any water right, or portion thereof, proposed to be changed is valid and has not been lost by forfeiture or partial forfeiture. Department staff may assume, absent other information indicating forfeiture, that a water right has not been forfeited if the Department's water measurement records, aerial photography, remote sensing, or other information available to the Department shows diversion and use of the right during the previous five-year period. For stacked irrigation water rights, the Department will consider a water right as valid if the irrigation use described under the transferred portion of the water right is achieved, regardless of which stacked water right was used to accomplish the irrigation. Department staff may also assume that a water right has not been forfeited when it was decreed in an adjudication within the previous five-year period. Multiple Programs Memo No. 2 provides additional guidance on the subject of forfeiture.

(2) Other Evidence of Use. If the evidence available to the Department does not establish that a water right has been used within the previous five-year period (except for rights held by a municipal provider to address reasonably anticipated future needs pursuant to Section 42-223(2), *Idaho Code*), the applicant should be given an opportunity to provide additional evidence of use. Such evidence could include power records, Farm Service Agency (FSA) crop production records, receipts for agriculture expenses, or an affidavit from an objective person with actual knowledge of the water use. An affidavit should include specific details about the method, date, and duration of irrigation. Alternatively, if the right has not been used within the previous five-year period, the applicant should be given an opportunity to provide information about any applicable exceptions or defenses to forfeiture. Exceptions or defenses to forfeiture include those set forth in Section 42-223, *Idaho Code*, and common law defenses that may be described in case law. Filing a transfer application does not toll the statutory period for forfeiture of a water right.

(3) Validity of Unchanged Portion of Water Right. For applications proposing to change only a portion of a water right, the remaining portion not involved in the application is not subject to a forfeiture evaluation as part of the transfer review. In addition, the remaining (unchanged) portion of the water right is generally not subject to additional conditions beyond the requirements of the original right unless conditions are required to prevent injury or enlargement. In some circumstances, however, Department staff may need to review all water rights on a property to understand the extent of use under a single right. For example, a transfer application proposing to change part of the irrigated acres within a permissible place of use may require a comprehensive review of all the acres within the permissible place of use to determine if there are sufficient valid acres available to be transferred. If there is evidence that the unchanged portion of the right has not been used for the previous five-year period, a condition may be added to the unchanged portion of the water right noting that the transfer approval does not confirm the validity of the unchanged portion of the right.

(4) Statutory or Beneficial Use Claims. A transfer application proposing to change any element of a water right based on a statutory claim or a beneficial use claim must be reviewed by Department staff to confirm the validity of the right, the priority date, and the extent of beneficial use established under the right. This review will likely include a field investigation or collection of data to verify the elements of the right. If evidence of priority does not already exist in the records of the Department, an applicant should be given an opportunity to provide evidence in support of the claimed priority date. Department staff processing the transfer application should consult with adjudication staff reviewing an adjudication claim to ensure consistency in analysis and to exchange information collected during the investigation.

5.3 Injury to Other Water Rights

For every transfer application, the Department must determine whether the proposed changes will injure other water rights. The following factors may be considered when evaluating whether a proposed change will injure other water rights.

(1) Reduction in Quantity of Water Available to Other Rights. Injury is generally understood as a reduction in the quantity of water available to supply existing water rights. *See* IDAPA 37.03.08.045.01.a. Injury also includes a diminishment of the quality of water available to supply existing water rights and any change that would force an existing water user to an unreasonable effort or expense to continue to divert their water rights. Affected rights may be junior or senior to the water rights proposed to be changed. An evaluation of injury may require an analysis of the timing and location of return flows both before and after a proposed change to determine if the change will reduce the supply available to other water rights. Unless agreed to in writing by the holder of an existing right that will be injured, the Department should only accept mitigation that provides replacement water of sufficient water

quality, in the full amount of the injury, at the same time injury would occur, at the point of diversion for the injured water right.

(2) Rotation / Conveyance Loss. Department staff should investigate whether the right to be changed has been delivered in rotation with other water rights or delivered in a common delivery system such as a shared ditch or canal. Department staff should determine whether the change would remove all or any portion of the transferred right from the rotation schedule or the common delivery system. If so, Department staff should determine if the removal of the transferred rights from the rotation schedule or common delivery system would result in significant additional losses borne by the water rights remaining in the rotation schedule or common delivery system. Such a transfer may be approved if a portion of the water right to be changed is left in the common delivery system to offset the applicant's proportionate share of the conveyance loss or if the water user has written permission from the other water users in the common delivery system supporting the proposed change.

(3) Unreasonable Effort or Expense. Department staff should evaluate whether the holder of an existing water right will be forced to incur an unreasonable effort or expense to continue to divert water under the existing water right as a result of the proposed changes. Existing ground water rights are subject to reasonable pumping level provisions of Section 42-226, *Idaho Code,* as well as applicable court decisions.

(4) Municipal Rights. Occasionally, a municipality or municipal provider proposes to include alternate points of diversion from ground water under one or more municipal rights. To protect existing water rights from injury, the Department has developed standard approval conditions that would require an evaluation of the priority date of water rights originally associated with each point of diversion if administration (curtailment) of water rights occurs in the future.

(5) Ground Water Points of Diversion in the Eastern Snake Plain Aquifer (ESPA). Consistent with the application form, an application proposing to change the point of diversion for a ground water right within the model boundary of the ESPA must include information about the effect of the proposed change on the Snake River. Guidance for modeling and quantifying the effects of ground water transfers on the Snake River is set forth in separate resource documents. Guidance for evaluating the effects of such transfers is set forth in a separate administrative memo.

(6) Ground Water Management Area or Critical Ground Water Area. If a transfer application proposes moving a ground water right from outside of a Critical Ground Water Area (CGWA) or Ground Water Management Area (GWMA) into the boundaries of a CGWA or GWMA, Department staff should be careful not to allow an increase in depletions within the CGWA or GWMA boundary without requiring the applicant to mitigate for the increase in depletions.

(7) Change of Source. Section 42-222, *Idaho Code*, does not authorize a change of source. In general, moving a water right from one source to another would injure junior water rights at the proposed source because less water would be available to satisfy junior water rights during a time of shortage. Changing a water right point of diversion from one source to another may not result in injury, however, if the existing and proposed points of diversion are hydraulically connected throughout the period of use for the right. For example, a point of diversion may be moved from a tributary stream to a mainstem river downstream of the confluence without injuring other water rights, as long as the tributary stream remains connected to the mainstem river throughout the period of use authorized by the water right. Some tributary streams remain connected to mainstem rivers only because of the release of storage water from upstream reservoirs. Department staff should carefully evaluate any proposal to move a point of diversion from one source to another source to ensure that the streams do not become administratively disconnected (differing curtailment levels) even if the streams remain physically connected. A proposal to move a point of diversion from a tributary stream to a mainstem stream upstream of the confluence or from a tributary stream to another tributary stream should be filed as an application for exchange under Section 42-240, *Idaho Code*, but still requires Department staff to consider injury to other rights.

A transfer application proposing to change the point of diversion from a surface water source to a ground water well is not approvable unless the applicant demonstrates that the ground water and surface water sources are so interconnected that they constitute the same source. The application form requires an applicant proposing to divert a surface water right from a ground water well to provide technical information analyzing the hydraulic connectivity of the water right source and the proposed ground water well. The existing point of diversion and proposed point of diversion must be proximate such that diversion and use of water from the proposed point of diversion would have substantially the same effect on the hydraulically connected source as diversion at the original point of diversion. This may be accomplished by showing that the authorized surface water source would be depleted by a volume of water greater than or equal to 50 percent of the volume of water pumped at the proposed ground water point of diversion within 24 hours. If the transfer application is approved, the changed water right shall be administered no differently than any other water right from the surface water source. The source listed on the water right should not change; it should continue to be the original source. A condition should also be added to the water right noting that water is diverted from a hydraulically connected ground water well near the surface water source.

A transfer application proposing to change the point of diversion for a ground water right from one distinct aquifer to a separate aquifer is not approvable.

Similarly, a transfer application proposing to change the point of diversion from a surface water source to a hydraulically disconnected surface or ground water source is not approvable. For example, a transfer application proposing to move from a spring tributary to sinks to a different spring tributary to sinks is not approvable.

(8) Additional Considerations. In addition to the guidance above, the following information may be needed to evaluate injury resulting from a proposed change to a ground water right, depending on the specific circumstances of the proposed transfer. If the information is not available in the Department's records, Department staff may ask the applicant to provide the following information:

a. The location of the nearest irrigation wells, production wells or domestic wells to the proposed point of diversion;

b. The location of nearby springs from which water is diverted under existing rights, including domestic uses, that could be affected by ground water diversions from the proposed point of diversion;

c. The depth to water, the stability of ground water levels, or the stability of confined aquifer pressures, around the proposed point of diversion; and

d. The depth and thickness of water-bearing zones around the proposed point of diversion.

e. The anticipated temperature of ground water at the proposed point of diversion.

5.4 Enlargement of Use

For every transfer application, the Department must determine whether the proposed changes will enlarge the use of water under the water right(s). Generally, enlargement occurs when there is an increase in the total diversion rate, annual diversion volume or extent of beneficial use (except for non-consumptive rights) beyond the amounts authorized under the water right prior to a transfer application. In certain circumstances, described below, enlargement may also occur when there is an increase in use beyond the historical consumptive use under the water right to be changed. The following principles should be considered when processing a transfer application:

(1) Diversion Rate, Annual Diversion Volume, Irrigated Acres. The authorized diversion rate, annual diversion volume, or number of irrigated acres described on the transferred right must not be increased. Department staff should carefully review the transfer application and transfer approval

documents to ensure that diversion rate, annual diversion volume, and irrigated acres are not increased.

(2) Beneficial Use. A transfer application proposing to change the place of use or nature of use or to add a nature of use for all or part of a water right, which does not include an equivalent reduction in beneficial use under the original right, may result in an enlargement of use under the water right. For example, recreation use cannot be added to an irrigation water right without a proportional reduction to the irrigation use, even though no additional water would be diverted for the recreation use. To prevent enlargement, the irrigation use must be reduced by an amount equivalent to the amount sought for recreation use.

In some cases, conditions further define or limit an element of a water right, including the nature of use element. For example, a condition may explain that a commercial use is for an office building. If a transfer application proposes to change the nature of use described in a condition from one type of use to another (for example, changing from commercial use for an office building to commercial use for a car wash), Department staff should evaluate whether the change would result in an enlargement of use under the water right.

(3) Combining Rights with Differing Water Supplies. A transfer application proposing to combine irrigation water rights with differing priority dates or differing quantities into a single application system, such as a center pivot, may result in enlargement of the right with the limited water supply. For example, combining an irrigation right with a full rate (0.02 cfs per acre) with an irrigation water right with a limited supply (0.01 cfs per acre) may result in more water being applied to the acres under the limited rate right than is authorized by the right. Similarly, combining an irrigation right with a senior priority date with an irrigation right that is frequently curtailed may result in acres under the junior right being irrigated during times when that right is curtailed.

(4) Stacked Water Rights. Water rights are stacked when two or more rights, often with different priority dates and often diverted from different sources, describe the same nature of use and serve the same place of use, regardless of whether the overlap is reflected in combined limit conditions. Water rights for irrigation within a permissible place of use are not necessarily stacked if the individual acre limits for the water rights within the permissible place of use, when added together, are equal to or less than the total number of acres described in the permissible place of use. A transfer application proposing to separate or unstack one or more water rights, without changing all the stacked rights for the same use, may result in an enlargement of use under the water right. Enlargement concerns may be overcome if the relevant evidence shows that the total beneficial use occurring under the unstacked water rights (after the transfer) will not exceed

the total historical beneficial use occurring under the stacked water rights (prior to the transfer).

(5) Changing a Supplemental Right to a Primary Right. A supplemental irrigation right is a stacked water right authorizing the diversion of water for irrigation from a secondary source to provide a full irrigation supply when used in combination with a primary right. A supplemental right may be used for irrigation when the primary water right is unavailable or is partially curtailed. Diversion and use of a supplemental right is dependent on the water supply available under the associated primary right and can be highly variable from year to year. A transfer application proposing to unstack a supplemental right from a primary right and to begin to use a supplemental right as a primary right may result in an enlargement of use under the supplemental right. Enlargement concerns may be overcome if the relevant evidence shows that the total beneficial use occurring under the unstacked primary right and supplemental right after the transfer will not exceed the historical beneficial use occurring under the stacked rights prior to the transfer. Department staff should review diversion records to evaluate the reliability of the primary right and the historical use of the supplemental right.

As an example, assume that diversion data and water district records show that a primary right is available for half of the irrigation season before being curtailed and the supplemental ground water right is used for the remainder of the irrigation season. A water user could propose to change the place of use for (unstack) the supplemental ground water right to irrigate new acres. The primary right would be limited to one-half of a full supply because of the natural water availability limits of the primary source. The transfer approval for the ground water right must limit the ground water right to a volume equivalent to one-half of the historical beneficial use occurring at the original place of use to prevent enlargement in use of the right.

Department staff may deny an application if there is insufficient information to ascertain if the right will be enlarged. If an application proposes to change only a portion of a supplemental irrigation right to a use as a primary water right, the application should not be approved unless the extent of beneficial use under all associated rights prior to the transfer will be proportionately reduced or transferred to the proposed place of use to avoid enlargement of the remaining portion of the supplemental right.

(6) Change in Nature of Use. For a transfer application seeking to change the nature of use of a water right, the extent of beneficial use under the right must not be enlarged. The extent of historical beneficial use may also have to be considered for other proposed changes in the place of use under some circumstances when there are other sources of water, such as natural subirrigation, even when the purpose of use or period of use are not changed. For a transfer seeking to change a water right previously used for irrigation, the historical consumptive use may be estimated using general

evapotranspiration data for the region and the crops grown (ET Idaho), diversion records and system efficiency data, or other reliable methods. In general, Department staff should rely on data from one or more of the most recent five years. An applicant may choose to provide data for a longer period. Exceptions or defenses to forfeiture may also justify extending the period considered in establishing the historical consumptive use for a water right. The estimated consumptive use for any given year should not exceed the actual recorded diversion volume. The highest year of consumptive use in the period selected, except for supplemental rights, will be the basis for the annual volume of historical consumptive use available for transfer.

When it is necessary to determine the historical consumptive use under a supplemental irrigation right, the average annual historical consumptive use, over an appropriately representative time period not less than five years, should be the basis for the volume available for transfer. For supplemental irrigation rights, a representative time period should include years with both good and bad surface water supplies for the area.

For a transfer application seeking to change the place of use under a supplemental water right for use in conjunction with a different primary right, the extent of beneficial use under the right must not be enlarged. For such changes, information regarding the historical availability or reliability of supply of the primary rights, both before and after the proposed change, provides a reasonable basis to establish historical use under the supplemental right.

(7) Period of Use. A transfer application that proposes an increased period of use in connection with a changed nature of use for ground water is usually not considered an enlargement in use if the rate of diversion, total annual volume diverted, and annual volume of consumptive use are not increased. However, a change to an increased period of use for a surface water right may result in an enlargement of use under the right and may cause injury when there are junior priority water rights that rely on surface water during the time period outside of the original period of use for the water right proposed to be changed.

(8) Confined Animal Feeding Operations. If a transfer proposes to change the nature of use of a water right to stockwater or commercial use for a confined animal feeding operation, such as a feedlot or dairy, the proposed water use should be considered fully consumptive.

(9) Fish Propagation. A transfer application that proposes to increase the number or volume of raceways in a fish propagation facility will usually not result in an enlargement of the water right, unless the water user proposes to increase the diversion rate or annual volume of water diverted.

(10) Disposal of Wastewater. A transfer application proposing to dispose of wastewater through land application would not be considered an enlargement if the wastewater is produced by a non-irrigation use that is considered fully consumptive, such as stockwater for confined animal feeding operations, municipal use, and certain industrial uses. While not an enlargement of the water right, such use of wastewater must not injure other water rights and must comply with best management practices required by the Idaho Department of Environmental Quality, the U.S. Environmental Protection Agency, or other state or federal agency having regulatory jurisdiction.

(11) Enhanced Water Supply. A transfer application that proposes to change a point of diversion from a surface water source to a new location where the water supply is better or more reliable, such as moving from one location on a stream to another location where water would be available in greater amounts or more often, may result in an enlargement of use under the water right, unless the proposed change is subject to conditions limiting diversion of water at the proposed new point of diversion to times when water is available and in priority at the original point of diversion.

(12) Water Rights Held for Reasonably Anticipated Future Needs. Section 42-222, *Idaho Code,* provides that when a water right, or part thereof, to be changed is held by a municipal provider for municipal purposes, that portion of the right held for reasonably anticipated future needs cannot be changed to a new place of use outside the service area of the municipal provider or to a new nature of use. *See* Section 42-202B, *Idaho Code* for applicable definitions related to municipal water use.

(13) Changing Purpose of Use to Municipal Use. A transfer application that proposes to convey an established water right to a municipal provider and change the nature of use to municipal purposes, as defined in Section 42-202B, *Idaho Code,* should not be approved without limiting the volume of water divertible under the right to the historical consumptive use under the water right prior to the proposed change. If the proposed transfer involves a surface water right, the transfer should not be approved without also limiting the right to the historical period of use under the right prior to the proposed change.

(14) Historical Use Recognized for Municipal Purposes. A transfer application that proposes to change the nature of use to municipal purposes for a water right established and held by a city in the past for purposes of use (such as domestic, commercial, industrial, or irrigation) that would now be characterized as municipal use, is usually not considered an enlargement of the right and will not require limitation to the historical consumptive use under the right. However, the change will be subject to the annual diversion volume, if specifically stated on the water right license or decree.

(15) Stored Water. Section 42-222(1), *Idaho Code,* provides that a transfer of a water right for the use of stored water for irrigation purposes does not constitute an enlargement in the use of the original water right, even when more acres are irrigated, provided that no other water rights are injured.

(16) Conveyance Loss. A transfer application that proposes to change the purpose of use for a portion of a water right covering conveyance losses, which are typically non-consumptive, to a use that would provide for irrigating additional acres, or other consumptive uses, may result in an enlargement of use under the water right.

(17) Water Supply Bank. A transfer application that proposes to change the place of use or nature of use for a water right or portion of a water right leased to the Water Supply Bank may cause an enlargement concern when the water right is also rented. A water supply bank lease contract will not be modified without filing a new lease application and filing fee, and an active rental agreement will not be modified to substitute a different water right due to a transfer application. Department staff should refer to the Transfer & Water Supply Bank Coordinated Processing document on the Water Rights Section page on WEnet.

5.5 Local Public Interest

For every transfer application, the Department must consider whether the proposed changes are in the local public interest as defined in Section 42-202B(3), *Idaho Code.* When Department staff have questions about whether a particular transfer would be in the local public interest, they may seek additional information from the applicant or comments from other state or local governmental entities that have germane expertise on local public interest issues. Some of the local public interest factors that may be considered in conjunction with a transfer application are (1) recreation, fish and wildlife impacts, (2) water quality or contamination concerns, (3) local and state ordinances, regulations, policies related to water use, or (4) goals, requirements, and limits associated with the State Water Plan.

5.6 Conservation of Water Resources

For every transfer application, the Department must consider whether the proposed use of water is consistent with the conservation of water resources within the State of Idaho. Department staff may consider the following questions when determining whether a transfer application is consistent with the conservation of water resources and may request information from the applicant to assist with this determination:

(1) Is the proposed water diversion and delivery system consistent with contemporary standards for the efficient use of water?

(2) Will the proposed change result in a diversion rate greater than 0.02 cfs per irrigated acre? If the transfer application proposes a higher rate per acre,

Department staff should determine if the increased rate is justified based on soils, crop types, irrigation system, climate or conveyance losses, or irrigation time limits for public areas (for example, cemeteries, schools, parks). (*See* Application Processing Memorandum No. 60). No justification is required for a diversion rate up to 0.03 cfs per acre for the irrigation of less than five acres. (*See* Application Processing Memorandum No. 17). Some water rights, as licensed or decreed, authorize a diversion rate greater than 0.02 cfs per acre. The rate per acre listed on the water right may be retained unless (1) the water right will be moved to a new, non-contiguous property, (2) the conditions warranting the increased rate are being changed (for example, a water right is moving from a ditch with high conveyance losses to a pipeline with no conveyance losses), or (3) the right is being combined with other rights from the same source.

5.7 Beneficial Use

The proposed use of water must be a beneficial use recognized under Idaho law. Consistent with Section 42-222(1), *Idaho Code*, water rights for a minimum stream flow cannot be established through a transfer application.

5.8 Effect on Economy of Local Area

In the case where the proposed place of use is outside of the watershed or local area where the source of water originates, the Department must consider whether the overall effects of the change proposed by the transfer would adversely impact the economy of the watershed or local area. Department staff may consider the following factors when evaluating the economic effect of the proposed transfer:

(1) Estimated changes in current and projected short-term and long-term employment for the local area;

(2) Estimated changes in current and projected short-term and long-term economic activity for the local area; and

(3) Stability of the local economy.

5.9 Effect on Agricultural Base of the Local Area

Section 42-222(1), *Idaho Code,* provides that a change in nature of use from agricultural use to another type of use shall not be approved if it would significantly affect the agricultural base of the local area. This issue has rarely been raised in contested cases before the Department or in Idaho courts. Therefore, Department staff should evaluate such applications on a case-by-case basis. Defining the "agricultural base" and "local area" will be an important step in completing this evaluation.

EXHIBIT 10

Settled Agency Hearing Transcript on Appeal, Case No. CV01-23-13238 Vol II P. 27-28

A. Well, I would say that on any given day, the diversion is meeting the needs of the farmers every day. So I don't know where there would be a place to rotate that water to.

Q. But not every acre is irrigated every day; correct?

A. Correct.

Q. So if demand is off on one field and demand is on on another field and farmers are rotating with one another, as we see in other parts of the state, it ought to reduce demand; correct?

A. Yeah. I suppose if there was a need to do that, but there is not a need to do that. Again, they rotate within their own farm to do that.

Q. Okay. How does the company track share ownership?

A. Well, it's tracked through the certificates. We have a program in the office, they call it "Magic," who attracts -- who owns all of the shares within the project. As land sells, folks come in, we change the names on the certificates and transfer those shares to the new owners. Water moves from one farm to another. The certificate is changed to reflect the new point of diversion, the new place of use.

Q. Is that important for the ditch riders to

know?

A. Absolutely. Of course.

Q. How does the company track changes in place of use for shares?

A. Well, if the place of use changes, we call that a transfer. There is a transfer policy, and those folks will come in, and they will apply for the transfer. That paperwork then goes to the watermasters first who can look through the paperwork and identify if that transfer and physically moving that water from one place to another is feasible, or does it present a capacity issue? Does it present a flooding issue? Does it present a measurement issue at the headgate?

And if it does, of course, he will put his suggestions in there that this is not a very good transfer; and if it doesn't, then he will sign off on it. And then it goes to the board of directors, who reviews the application, compares it to the transfer policy, and if it complies with all of the parameters of the transfer policy, then they will approve it. If it doesn't, then they do not approve it.

Q. Thank you.

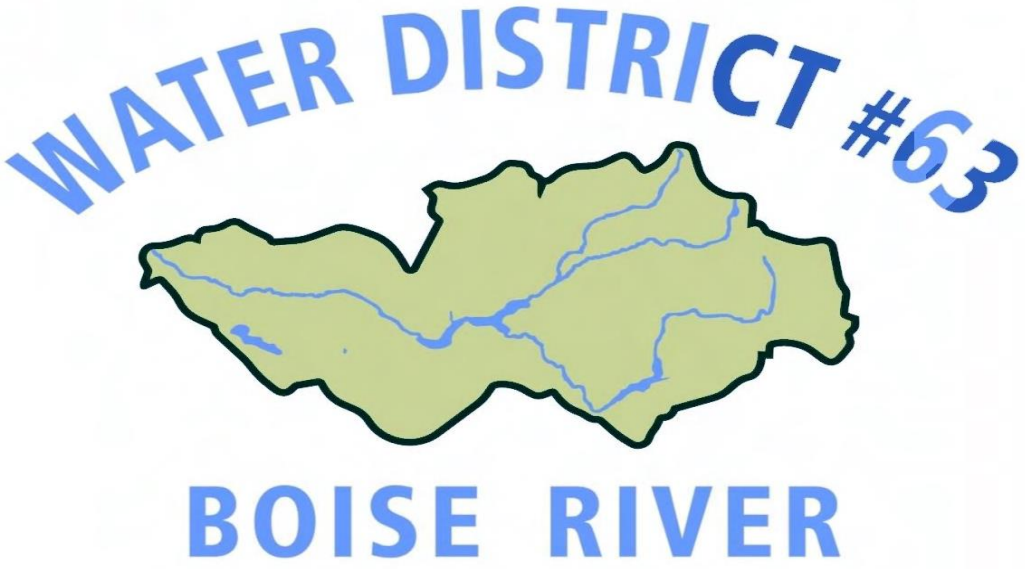
At your deposition, we discussed the percentage increase in sprinklers from 2008 to present.

Do you recall that discussion?

EXHIBIT 11

Water District No. 63's Amended 2023 Rental Pool Procedures

Amended 2023



WATER DISTRICT NO. 63

RENTAL POOL PROCEDURES

AMENDED 12/20/2022

WATER DISTRICT NO. 63

RENTAL POOL PROCEDURES

The Boise River Rental Pool is administered by the Rental Pool Committee thru the Boise River Watermaster's office.

Please contact the Watermaster for more information.

Mike Meyers

Boise River Watermaster

(208) 908-5480

mike@wd63.org

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WATER DISTRICT 63
RENTAL POOL PROCEDURES

RULE 1.0 LEGAL AUTHORITY

1.1 These procedures have been adopted pursuant to Idaho Code § 42-1765 and IDAPA 37.02.03.040 to assure orderly operation of the Boise River Rental Pool by the Advisory Board of Water District No. 63.

1.2 These procedures shall not be interpreted to limit the authority of the Idaho Department of Water Resources, the Idaho Water Resource Board, Water District No. 63 Advisory Board, or the Watermaster in discharging their duties as prescribed by statute or rule.

1.3 These procedures shall be interpreted consistent with Idaho Code, rules promulgated by the Idaho Water Resource Board, relevant provisions of repayment contracts with the United States, and the Snake River Water Rights Agreement of 2004 commonly referred to as the Nez Perce Mediator's Term Sheet dated April 20, 2004.

RULE 2.0 DEFINITIONS

2.1 **Accounting Year:** the Water District 63 water accounting year that begins on November 1 and ends on October 31

2.2 **Acre-foot:** a volume of water sufficient to cover one acre of land one foot deep and is equal to 43,560 cubic feet.

2.3 **Administrative Fee:** a fee of One Dollar and Fifty-Five Cents ($1.55) per acre-foot assessed by the District on all storage rented through the Rental Pool.

2.4 **Assignment:** a written agreement to convey a specific quantity of storage into the Rental Pool for use during a specified period of time.

2.5 **Assignor:** a person who assigns storage to the Rental Pool.

2.6 **Board:** the Idaho Water Resource Board (IWRB).

2.7 **Board Surcharge:** a surcharge equal to ten percent (10%) of the Net Rental Price assessed on all storage rented from the Rental Pool, which is disbursed to the Board.

2.8 **Committee:** the Advisory Board of Water District No. 63.

2.9 **Department:** the Idaho Department of Water Resources (IDWR).

2.10 **Director**: the Director of the Idaho Department of Water Resources.

2.11 **District:** Water District 63 of the State of Idaho.

2.12 **Net Rental Price:** The Rental Price less the Administrative Fee and Board Surcharge.

2.13 **Person:** an individual, company, association, corporation, partnership, irrigation district, canal company, political subdivision, or governmental agency.

2.14 **Reclamation:** the United States Bureau of Reclamation.

2.15 **Rent:** a written agreement to acquire the right to use a specific quantity of storage from the Rental Pool for a determinate period.

2.16 **Rental Pool:** a market for the exchange of storage operated by the Advisory Board of Water District No. 63.

2.17 **Rental Price**: the fee, including the Administrative Fee and Board Surcharge, for rental of storage from the Rental Pool.

2.18 **Renter:** a person who rents storage from the Rental Pool.

2.19 **Reservoir System:** refers to Arrowrock, Lake Lowell, Anderson Ranch, and Lucky Peak reservoirs.

2.20 **Space:** all or any portion of the active capacity of a federal reservoir measured in acre-feet.

2.21 **Spaceholder:** the holder of the contractual right to space in the reservoir system, or Reclamation.

2.22 **Storage:** water that accrues to reservoir space and is available for use.

2.23 **Watermaster:** the watermaster of Water District 63.

RULE 3.0 PURPOSES

3.1 To promote the maximum beneficial use of stored water establish a process and provide incentives, consistent with Idaho Code § 42-1765, through which storage supplies may be made available for rental by persons who need additional water for beneficial purposes.

3.2 Maintain adequate controls and priorities to ensure that (a) irrigation uses are provided an opportunity to obtain supplemental storage supplies ahead of non-irrigation uses, (b) existing water rights are not injured, and (c) the use of storage water obtained through the Rental Pool is consistent with the protection of the local public interest and the conservation of water resources within the state of Idaho.

3.3 Provide a source of revenue for the District to offset operating cost of the District.

RULE 4.0 MANAGEMENT & APPLICATION PROCESS

4.1 C**ommittee.** The Committee, which shall decide all matters by majority vote, will exercise the following responsibilities:

(a) Adopt, and amend as necessary, procedures for operation of the Rental Pool;

(b) Provide direction to the Watermaster in the operation of the Rental Pool within the framework of these procedures;

(c) Set policies for the investment and disbursement of funds generated by the Rental Pool in conformity with the Public Depository Law, Chapter 1, Title 57,

Idaho Code; and

(d) Notify the Director and Watermaster of rentals where storage will be moved from the place of use authorized by the permit, license or decree establishing the storage water right.

4.2 **Watermaster.** The Watermaster shall serve as the manager of the Rental Pool and shall take all reasonable actions necessary to administer the Rental Pool consistent with these procedures, which include:

(a) accepting assignments of storage into the Rental Pool on behalf of the Committee;

(b) distributing storage rented through the Rental Pool;

(c) accepting and disbursing funds generated through the rental of storage; and

(d) taking such additional actions as may be directed by the Committee.

4.3 **Application to Assign Storage to the Rental Pool**.

4.3.101 *Contents.* Applications to assign storage to the Rental Pool shall be made upon forms approved by the Watermaster, which shall include:

(a) the quantity of storage sought to be assigned to the Rental Pool;

(b) an indication of whether the storage may be rented for out-of-basin uses; and

(c) the date received in the Watermaster's office.

4.3.102 *Conditional Assignment.* For purposes of determining the priority of assigned storage under Rule 5.4, storage shall be deemed conditionally assigned to the Rental Pool on the date the application is received by the Watermaster subject to approval by the Committee pursuant to Rule 5.2.

4.3.103 *Subsequent Applications*. Any applicant, having once assigned storage to the Rental Pool, may make application to assign storage in subsequent accounting years by (a) providing written confirmation that the information on the prior assignment application is true and correct, and (b) indicating the quantity of storage sought to be assigned.

4.3.104 *Deadline for Application*. An application to assign storage must be received by the Watermaster and approved by the Committee pursuant to Rule 5.2 not later than October 31 in order for the storage identified in such application, provided it is subsequently rented within the time limit prescribed in Rule 5.5.101, to be accounted for as having been diverted in the current accounting year.

4.4 **Application to Rent Storage from the Rental Pool.**

4.4.101 *Contents.* Applications to rent storage from the Rental Pool shall be made upon forms approved by the Watermaster, which shall include:

(a) the amount of storage sought to be rented;

(b) the purpose(s) for which the storage will be put to beneficial use;

(c) the point of diversion identified by legal description and common name;

(d) a description of the place of use; and

(e) the date received in the Watermaster's office.

4.4.102 *Acceptance.* For purposes of determining a rental applicant's priority under Rule 6.1, applications are not deemed accepted until received by the Watermaster together with the appropriate rental fee.

4.4.103 *Subsequent Applications.* Any rental applicant, having once rented water from the Rental Pool, may make application for rental of storage in subsequent accounting years by (a) providing written confirmation that the information on the prior rental application is true and correct, (b) indicating the quantity of storage sought to be rented, and (c) tendering the appropriate rental fee.

4.5 **Rental Pool Account**. All monies submitted by rental applicants shall be deposited in the Rental Pool and maintained by the Watermaster on behalf of the Committee. Monies in the Rental Pool Account will be disbursed to the District, the Board, the Assignors in the proportions set forth in these procedures. Accrued interest to the Rental Pool Account shall be disbursed to the District for purposes consistent with Rule 3.3. Rental Pool funds shall be considered public funds for investment purposes and subject to the Public Depository Law, Chapter 1, Title 57, Idaho Code.

RULE 5.0 ASSIGNMENT OF STORAGE TO THE RENTAL POOL

5.1 **Assignment of Storage.** Any spaceholder may assign storage to the Rental Pool subject to approval by the Committee.

5.2 **Approval by Committee.** The Committee may approve or reject, in whole or in part, an application to assign storage to the Rental Pool and may impose conditions necessary to satisfy the purposes set out under Rule 3.2. All storage approved for assignment into the Rental Pool shall be under the control of the Committee and Watermaster during the term of the assignment.

5.3 **Reservoir Designation**. When an assignor has space in more than one reservoir, storage will be assigned to the Rental Pool from the assignor's space in the reservoir system in the following sequence: Lucky Peak, Anderson Ranch, Arrowrock, and Lake Lowell.

5.4 **Priority of Assigned Storage**

5.4.101 *Assignments Made On or Before July 1st.* All storage assigned to the Rental Pool on or before July 1 shall be rented on a pro-rata basis.

5.4.102 *Assignments Made After July 1st.* All storage assigned to the Rental Pool after July 1 will be rented on a first-in-first-out basis, but only after all storage assigned under Rule 5.4.101 has been rented.

5.5 **Term of Assignment**

5.5.101 *Unrented Storage.* All storage assigned to the rental pool, but not rented by October 31, shall revert to the assignor, unless the assignor executes a written extension and an extension is approved by the Committee.

5.5.102 *Unused Storage.* All storage assigned to and rented from the Rental Pool, but not

put to beneficial use by March 1 of the year following the accounting year in which the storage was assigned to the Rental Pool, shall revert to the assignor unless the assignor executes a written extension and the extension is granted by the Committee; provided, however, any extension granted by the Committee shall not extend beyond March 31.

5.6 **Payment to Assignors.**

5.6.101 *Amount of Payment*. Payment to assignor will be made only if the storage assigned to the Rental Pool is subsequently rented. Assignors shall share pro-rata in the Net Rental Price from the rental of storage assigned on or before July 1and shall receive one-hundred percent of the Net Rental Price from the rental of such storage assigned after July 1 based on a first-in-first-out basis.

5.6.102 *Calculation of Payment*. The Watermaster will calculate the payment due each assignor based on data published in the Annual Report of the Watermaster showing the actual quantity of storage rented from the Rental Pool.

5.6.103 *Timing of Payment*. Payments to assignors shall be due and payable after the Watermaster has calculated the payments under Rule 5.6.102 and after the final water accounting for the accounting year is completed by the watermaster.

RULE 6.0 RENTAL OF STORAGE FROM THE RENTAL POOL

6.1 **Priority of Rental Applicants.** Storage rented from the Rental Pool shall be pursuant to the following priorities:

6.1.101 *First Priority*. On or before June 1, rental of water by space holders for irrigation purposes within the District.

6.1.102 *Second Priority*. After June 1, rental of water for irrigation and all other beneficial purposes.

6.1.103 *Sub-priorities*. Priorities among rental applicants within each of the two priority groups, identified above, shall be determined based on the date the rental application is accepted by the Watermaster pursuant to Rule 4.4; provided, however, during periods of drought or other extraordinary circumstances, the Committee may develop additional or alternative procedures for determining sub-priorities among competing rental applications

6.2 **Rental Price.** The Rental Price per acre-foot (af) of storage rented from the Rental Pool is $23.00.

6.3 **Out-of-Basin Rentals.** Storage rented for use outside the hydrologic basin of the Boise River or below the confluence of the Boise River and Snake River shall subject the space from which the storage was rented to last to fill in the ensuing accounting year.

6.4 **Rentals for Greater than Five (5) Years**. Applications to rent water from the Rental Pool for a period of more than five (5) years shall be submitted to the Board, and separately to Reclamation, for review and approval as a condition of approval by the Committee.

6.5 **Arbitrage.** A spaceholder may not assign storage and rent storage in the same accounting year, unless an exception is granted by the Committee.

6.6 **Flow Augmentation**. Notwithstanding the foregoing provisions, Reclamation may assign and rent storage held in uncontracted space for flow augmentation purposes pursuant to the provisions contained in the Snake River Water Rights Agreement of 2004 (aka the Nez Perce Mediator's Term Sheet dated April 20, 2004) and Idaho Code § 42-1763B, in which case only an administrative fee shall be assessed pursuant to Rule 2.2.

EXHIBIT 12

Water District No. 65's 2024 Rental Pool Procedures

WATER DISTRICT 65

RENTAL POOL PROCEDURES

Approved by the Committee on March 12, 2024 to take effect immediately following approval by Director Weaver and the Idaho Water Resource Board. These procedures will be used for the 2024 season and seasons following or until new changes are approved.

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WATER DISTRICT 65
RENTAL POOL PROCEDURES

PROCEDURE 1.0 LEGAL AUTHORITY

1.1 These procedures have been adopted pursuant to Idaho Code § 42-1765 and IDAPA 37.02.03.040 to assure orderly operation of the Water District 65 Rental Pool.

1.2 These procedures shall not be interpreted to limit the authority of the Idaho Department of Water Resources, the Idaho Water Resource Board, Water District No. 65 Advisory Board, or the Watermaster in discharging their duties as prescribed by statute or rule.

1.3 These procedures shall be interpreted consistent with Idaho Code, rules promulgated by the Idaho Water Resource Board, relevant provisions of repayment contracts with the United States, and the Snake River Water Rights Agreement of 2004 commonly referred to as the Nez Perce Mediator's Term Sheet dated April 20, 2004.

PROCEDURE 2.0 DEFINITIONS

2.1 **Acre-foot**: a volume of water sufficient to cover one acre of land one foot deep and is equal to 43,560 cubic feet.

2.2 **Administrative Fee**: a fee of One Dollar and fifty-five cents ($1.55) per acre-foot assessed by the District on all storage rented through the Rental Pool.

2.3 **Assignment**: a written agreement to convey a specific quantity of storage into the Rental Pool for use during a specified period of time.

2.4 **Assignor**: a spaceholder who assigns storage to the Common Pool.

2.5 **Board**: the Idaho Water Resource Board (IWRB).

2.6 **Board Surcharge**: a surcharge equal to ten percent (10%) of the Net Rental Price assessed on all storage rented from the Rental Pool, which is disbursed to the Board. For purposes of these procedures, the surcharge for in-basin rentals under Procedure 6.2.104 (a) and (b) is equal to $0.49 per acre-foot and for out-of-basin rentals under Procedure 6.2.104 (c) is equal to $1.95 per acre-foot.

2.7 **Committee**: the Advisory Committee of Water District No. 65.

2.8 **Common Pool**: storage water made available for rental pursuant to Procedures 5 and 6.

2.9 **Department**: the Idaho Department of Water Resources (IDWR).

2.10 **Director:** the Director of the Idaho Department of Water Resources.

2.11 **District**: Water District No. 65 of the State of Idaho.

2.12 **In-Basin Uses**: Beneficial uses with points of diversion above the confluence of the Payette River and the Snake River.

2.13 **Lessee:** a person who leases storage from a spaceholder pursuant to Procedure 7.

2.14 **Lessor:** a spaceholder who leases storage to a person pursuant to Procedure 7.

2.15 **Net Rental Price**: The Rental Price less the Administrative Fee and Board Surcharge.

2.16 **Non spaceholder:** Someone who does not hold any contractual rights to storage space in the Reservoir System.

2.17 **Out-of-Basin Uses**: Beneficial uses with points of diversion below the confluence of the Payette River and the Snake River.

2.18 **Person**: an individual, company, association, corporation, partnership, irrigation district, canal company, political subdivision, or governmental agency.

2.19 **Reclamation**: the United States Bureau of Reclamation.

2.20 **Rental Agreement**: a written agreement to acquire the right to use a specific quantity of storage from the Common Pool for a determinate period.

2.21 **Rental Pool**: a market for the exchange of storage operated by the Advisory Committee of Water District No. 65.

2.22 **Rental Price**: the fee for rental of storage from the Rental Pool as set forth in Procedure 6.2, which includes the Administrative Fee and Board Surcharge.

2.23 **Renter**: a person who rents storage from the Rental Pool.

2.24 **Reservoir System**: refers to Cascade Lake, Deadwood Reservoir, Payette Lakes, and the Upper Lakes.

2.25 **Space**: all or any portion of the active capacity of a reservoir measured in acre-feet.

2.26 **Spaceholder**: the holder of the contractual right to space in the reservoir system, or Reclamation.

2.27 **Storage**: water that accrues to reservoir space and is available for use.

2.28 **Watermaster**: the watermaster of Water District 65.

2.29 **Year**: a calendar year.

PROCEDURE 3.0 PURPOSES

3.1 To promote the maximum beneficial use of stored water establish a process and provide incentives, consistent with Idaho Code § 42-1765, through which storage supplies may be made available on a voluntary basis, for rental by persons who need additional water for beneficial purposes.

3.2 Maintain adequate controls and priorities to ensure that (a) irrigation uses are provided an opportunity to obtain supplemental storage supplies ahead of non-irrigation uses, (b) existing water rights are not injured, and (c) the use of storage water obtained through the Rental Pool is consistent with the protection of the local public interest and the conservation of water resources within the state of Idaho.

3.3 Provide a source of revenue for the District to make improvements in distribution of water and aid in increasing the conservation of water in the Payette River Basin.

3.4 To maintain adequate controls, priorities, and safeguards to ensure that existing water rights are not injured and that a spaceholder's allocation is not impacted without his or her consent. To financially compensate an impacted participating spaceholder in the common pool as determined by the procedures developed by the Committee.

PROCEDURE 4.0 MANAGEMENT & APPLICATION PROCESS

4.1 C**ommittee.** The Committee, which shall decide all matters by majority vote, will exercise the following responsibilities:

(a) Adopt, and amend as necessary, procedures for operation of the Rental Pool;

(b) Provide direction to the Watermaster in the operation of the Rental Pool within the framework of these procedures;

(c) Set policies for the investment and disbursement of funds generated by the Rental Pool in conformity with the Public Depository Law, Chapter 1, Title 57, Idaho Code; and

(d) Notify the Director and Watermaster of rentals where storage will be moved from the point of diversion, place of use, or purpose of use authorized by the permit, license or decree establishing the storage water right.

4.2 **Watermaster.** The Watermaster shall serve as the manager of the Rental Pool and shall take all reasonable actions necessary to administer the Rental Pool consistent with these procedures, which include:

(a) accepting assignments of storage into the Common Pool;

(b) executing rental agreements on behalf of the Committee;

(c) distributing storage rented through the Common Pool;

(d) accepting and disbursing funds generated through the rental of storage; and

(e) taking such additional actions as may be directed by the Committee.

4.3 **Application to Assign Storage to the Common Pool**.

4.3.101 *Contents.* Applications to assign storage to the Common Pool shall be made upon forms approved by the Watermaster, which shall include:
(a) the quantity of storage sought to be assigned to the Common Pool;

(b) an indication of whether the storage is to be used only for In-Basin Uses; and
(c) the date received in the Watermaster's office.

4.3.102 *Acceptance.* For purposes of determining the priority of assigned storage under Procedure 5.4, applications shall be deemed conditionally accepted on the date received in the Watermaster's office subject to acceptance by the Committee pursuant to Procedure 5.2.

4.4 **Application to Rent Storage from the Common Pool.**

4.4.101 *Contents.* Applications to rent storage from the Common Pool shall be made upon forms approved by the Watermaster, which shall include:
(a) the amount of storage sought to be rented;
(b) the purpose(s) for which the storage will be put to beneficial use;
(c) the point of diversion identified by legal description and common name;
(d) a description of the place of use; and
(e) the date received in the Watermaster's office.

4.4.102 *Acceptance.* For purposes of determining a rental applicant's priority under Procedure 6.1, applications are not deemed accepted until received by the Watermaster together with the appropriate rental fee.

4.5 **Application for Private Lease**

4.5.101 *Contents*. Applications to enter into a private lease shall be made upon forms approved by the Watermaster, which shall include:
(a) the amount of storage sought to be leased;
(b) the purpose(s) for which the storage will be put to beneficial use;
(c) the point of diversion identified by legal description and common name;
(d) a description of the place of use;
(e) the date received in the Watermaster's office;
(f) the agreed upon price (to determine the Board's fee); and
(g) signature of both Lessee and Lessor and dated

4.5.102 *Acceptance*. Application will be reviewed to determine local public interest. Any leases greater then five years are required to follow Procedure 6.4. All applications are subject to approval by the Committee.

4.6 **Rental Pool Account**.

4.6.101. *Account.* All monies submitted by rental applicants shall be deposited in the Rental Pool Account. which shall be an interest-bearing account maintained by the Watermaster on behalf of the Committee. Rental Pool funds shall be considered public funds for investment purposes and subject to the Public Depository Law, Chapter 1, Title 57, Idaho Code.

4.6.102. *Disbursement of Monies.* Monies in the Rental Pool Account will be disbursed to the District, the Board, and the Assignors in the proportions set forth in these procedures. Accrued interest to the Rental Pool Account shall be disbursed pro-rata to the Assignors at the time payments are made under Procedure 5.6.

4.6.103 *Contingency Fund*. Administrative fees received by the District in excess of actual costs required to operate the Rental Pool shall be maintained by the Watermaster in a separate interest-bearing account to serve as a contingency fund

for use by the Committee for the benefit of the District; provided, however, that such use does not conflict with the Idaho Public Depository Law, Chapter 1, Title 57, Idaho code.

PROCEDURE 5.0 ASSIGNMENT OF STORAGE TO THE COMMON POOL

5.1 **Assignment of Storage.** Any spaceholder may assign storage to the Common Pool subject to acceptance by the Committee.

5.2 **Acceptance by Committee.** The Committee may accept or reject, in whole or in part, an application to assign storage to the Rental Pool and may impose conditions necessary to satisfy the purposes set out under Procedure 3.2. All storage assigned and accepted into the Common Pool shall be under the control of the Committee and Watermaster during the term of the assignment.

5.3 **Reservoir Designation**. When an assignor has space in more than one reservoir the assignment shall designate the reservoir from which the storage is assigned.

5.4 **Priority of Assigned Storage**

5.4.101 *Assignments Made On or Before June 1st.* All storage assigned **to** the Common Pool on or before June 1 shall be rented;
(a). In-basin first, with the amount determined by the Committee for In-Basin Uses. and,
(b). The remainder Out-of-Basin Uses as needed, both on a pro-rata basis.

5.4.102 *Assignments Made After June 1st.* All storage assigned **to** the Common Pool after June 1 will be rented;
(a). In-basin first, with the amount determined by the Committee for In-Basin Uses. and,
(b). The remainder Out-of-Basin Uses as needed, on a first-in-first-out basis, but only after all storage assigned under Procedure 5.4.101 has been rented

5.5 **Term of Assignment**

5.5.101 *Unrented Storage.* All storage assigned to the Common Pool, but not rented by December 31, shall revert to the assignor, unless the assignor executes a written extension.

5.5.102 *Unused Storage.* All storage assigned to and rented from the Common Pool, but not put to beneficial use by March 1 of the year following the calendar year in which the storage was assigned to the Common Pool, shall revert to the assignor unless the assignor executes a written extension and the extension is granted by the Committee.

5.6 **Payment to Assignors.**

5.6.101 *Amount of Payment*. Payment to assignor will be made only if the storage assigned to the Common Pool is subsequently rented. Assignors shall be paid for the amount of storage rented on their behalf for the uses determined by 5.4.101, and 5.4.102

5.6.102 *Calculation of Payment*. The Watermaster will calculate the payment due each assignor based on the amount of storage rented for each use calculated by the prices in 6.2.104. and data published in the Annual Report of the Watermaster

showing the actual quantity of storage rented from the Common Pool. In the event water is rented after the filing of the Annual Report of the Watermaster; the Watermaster shall file a revised Annual Report to properly represent total Common Pool activity for the reporting period.

5.6.103 *Timing of Payment*. Payments that do not rely on final accounting for calculation can be paid as soon as the money is in the rental account if the spaceholder so chooses to accept it at the time. Payments that rely on final accounting shall be due and payable after the Watermaster has calculated the payments under Procedure 5.6.102

PROCEDURE 6.0 RENTAL OF STORAGE FROM THE COMMON POOL

6.1 **Priority of Rental Applicants.** Storage rented from the Common Pool shall be pursuant to the following priorities:

6.1.101 *First Priority*. On or before June 1, rental of water by space holders for irrigation purposes for In-Basin Uses.

6.1.102 *Second Priority*. After June 1, rental of water for any beneficial purpose.

6.1.104 *Sub-priorities.* Priorities among rental applicants within each priority group, identified above, shall be determined based on the date the rental application is accepted by the Watermaster pursuant to Procedure 4.4; provided, however, during periods of drought or other extraordinary circumstances, with consideration of the local public interest, the Committee may develop additional or alternative procedures for determining sub-priorities among competing rental applications.

6.2 **Rental Prices.** The Rental Price per acre-foot of storage rented from the Common Pool is as follows:

6.2.101 Tier 1 (*In-Basin*) For uses above the confluence of the Payette River and the Snake River by Spaceholders.

6.2.102 Tier 2 (*In-Basin*) For uses above the confluence of the Payette River and the Snake River by Non-spaceholders.

6.2.103 Tier 3 (*Out-of-Basin*) For uses below the confluence of the Payette River and the Snake River.

6.2.104 Fees & Surcharges There shall be added to the rental price for all rentals the Board surcharge and administrative fee, resulting in the following summed amounts charged for rentals for the various tiers described in Procedures 6.2.101 through 6.2.103.

(a) Tier 1: $4.96+$0.49+$1.55= $7.00

(b) Tier 2: $4.96+ $.49+$1.55= $7.00

(c) Tier 3: $19.50+ $1.95+ $1.55= $23.00

6.3 **Arbitrage**. A person may not assign storage and rent storage in the same calendar year unless an exception is granted by the Committee. In the event an exception is granted by the Committee, the rental price shall equal the amount paid to the person for the prior assignment plus a 10% board surcharge and $2.30 per acre-foot administrative fee.

6.4 **Rentals for Greater than Five (5) Years**. Applications to rent water from the Rental Pool for a period of more than five (5) years shall be submitted to the Board, and separately to Reclamation, for review and approval as a condition of approval by the Committee.

PROCEDURE 7.0 PRIVATE LEASES

7.1 **Purposes.** Storage may be leased through the Rental Pool only for beneficial use purposes. A person may not lease storage to a lessee and rent storage in the same calendar year unless an exception is granted by the Committee.

7.2 **Payments to Lessor.** The lessor shall receive one-hundred percent (100%) of the lease price.

7.3 **Fee & Surcharges.** There shall be added to the lease price the administrative fee and the Board surcharge.

7.4 **Lease of Storage from the Bureau Uncontracted Space.** Notwithstanding the limitations set forth in Procedure 7.1, the Bureau may lease storage from its uncontracted space for flow augmentation as identified in Appendix III of the – Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement, in which case only an administrative fee shall be assessed pursuant to Procedure 2.2.

PROCEDURE 8.0 IMPACTS

8.1 **Impacts to Spaceholders resulting from all common pool, and private leases.** To avoid impacts to spaceholders caused by rental pool storage provided under Procedures 5, 6, and 7 in years when any storage reservoir in which any spaceholder rented or leased storage the previous year did not fill, the supplying spaceholder's storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply previous year leases, assignments, and rentals. If the amount of storage in the reservoir system exceeds the amount necessary to allocate 100% fill to space that wasn't evacuated to supply leases, assignments, and rentals but is insufficient to allocate 100% fill to all system spaceholders, allocations to lessors', assignors', and other space shall occur in the following priorities:

(a) Storage supplied under Procedure 5, 6, or 7 for beneficial uses with points of diversion above the confluence of the Payette River and the Snake River shall be second to fill.

(b) Storage supplied under Procedure 5, 6, or 7 with points of diversion below the confluence of the Payette River and the Snake River shall be last to fill.

WATER DISTRICT #65 RENTAL POOL
APPLICATION TO RENT STORAGE FROM THE COMMON POOL

_____ (applicant) hereby requests to rent _____ (acre-feet) of storage from the Water District #65 Rental Pool with the enclosed rental fees of $_____ for the irrigation season 20____. The acceptance and approval of this rental request by the Water District #65 Watermaster is subject to the adopted Water District #65 Rental Pool Procedures pursuant to Idaho Code Section 42-1765.

Description of Point of Diversion:

Name of River or Stream from which rental is diverted:
_____
Canal or Pump Name & location:
_____
Place of Use description:
_____
Water Right Appurtenant to Lands:
_____

Applicant Signature and Address:

Print Name: _____
Signature:
_____Date:_____
Address: _____
_____ Phone: _____

= = = =

WATER DISTRICT #65 RENTAL POOL
PRIVATE LEASE AGREEMENT

_____ (lessor) agrees to lease _____ acre-feet of storage to _____(lessee) for the 20____ irrigation season at a price of $_____ according to the rules and regulations contained in the Water District #65 Rental Pool Procedures.

Description of Lease:

Name of River or Stream from which lease is diverted:_____
Canal or Pump Name and location: _____
Place of Use description: _____
Water Right Appurtenant to Lands: _____

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a per acre-foot administrative fee set by the Rental Pool Committee for the year listed above must be received by Water District #65 prior to the approval of the storage lease).

If this is an out-of-basin lease and the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #65 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.

If the leased storage is diverted by a diversion outside the area regulated by Water District #65, the applicant, by signing this agreement agrees to report to the Watermaster of the water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district must then report to the Water District #65 Watermaster the daily rental diverted by November 15th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #65's final rental delivery records.

_____ _____
Lessor Signature Date Title, Canal Company

_____ _____
Lessee Signature Date Canal Company or Diversion Name
=

WATER DISTRICT #65 RENTAL POOL
ASSIGNMENT OF STORAGE TO THE COMMON POOL

2024 IRRIGATION SEASON

Mail or Deliver to: Watermaster, Payette River
Water District No. 65, State of Idaho
102 North Main
Payette, Idaho 83661

Dear Watermaster:

_____holds a contract for stored water from
(Name of Organization or Individual)

_____. _____hereby
(Name of Reservoir) (Name of Organization of Individual)

assigns_____acre-feet of storage space/ water to the Payette River Water District NO. 65 Rental Pool, for the 2024 irrigation season.

This assignment is made pursuant to Rental Pool Rules and procedures approved by the Idaho Water Resource Board. By this assignment you are made agent of this organization / individual for the rental, delivery, and collection of monies for the above-described water. This assignment is made with the understanding that if this water is not rented from the Rental Pool in the above-referenced year, the storage space / water will revert to the assigning organization / individual at the end of the irrigation season in that year.

This space / water is to be made available for out-of-basin use YES____ NO_____

Dated this _____day of _____ 2024

_____, by _____
(Name of Organization or Individual) (Signature)

_____ _____
(Address of Organization or Individual) (Title)

EXHIBIT 13

Water District No. 65K's 2024 Rental Pool Procedures

WATER DISTRICT NO. 65-K, LAKE FORK CREEK

RENTAL POOL PROCEDURES

ADOPTED MARCH 20, 2024

1 AUTHORITY AND STATEMENT OF PURPOSE

1.1 These procedures have been adopted pursuant to Idaho Code Section 42-1765 and Rule 40 of the Water Supply Bank Rules of the Idaho Water Resource Board to assure orderly operation of the Lake Fork Creek Rental Pool. Under no circumstances shall these procedures be construed to limit or restrict the authority of the Director of the Idaho Department of Water Resources, the Water Resource Board, Water District No. 65-K Advisory Board, or the Watermaster of Water District 65-K (Lake Fork Creek) in discharging their duties as set forth in the statutes of the State of Idaho. Anyone leasing water to, or renting water from, such space shall be subject to all applicable water laws of the State of Idaho.

1.2 It is the purpose of these procedures to:

1.2.1 Provide a process, consistent with applicable statutes and administrative rules, by which stored water supplies may be made available for a specified period of time to water users who need additional water.

1.2.2 Provide incentives for those owning reservoir space and having stored water, which is surplus to their needs, to lease such space/water to the Rental Pool to be made available to other users, and which will serve to protect the local public interest.

1.2.3 Establish a recognized system through which water supplies can be located, identified and subsequently rented to a water user.

1.2.4 Provide a source of revenue for Water District No. 65-K to make improvements in distribution of water and aid in increasing the conservation of water in the Lake Fork Creek drainage basin.

1.2.5 Provide that available water supplies may be leased to the Rental Pool by the Lessor and rented from the Rental Pool for any beneficial purpose recognized by the laws of the State of Idaho, provided that other water rights are not injured, irrigators are not deprived of supplemental storage by renting water for uses other than irrigation, and the use is consistent with the conservation of water resources within the State of Idaho.

2 DEFINITIONS

2.1 ACRE-FOOT is a volume of water sufficient to cover one acre one foot deep.

2.2 YEAR refers to a normal calendar year.
2.3 BOARD means the Idaho Water Resource Board.
2.4 COMMITTEE or LOCAL COMMITTEE means the Advisory Board of Water District No. 65-K.
2.5 DEPARTMENT means the Idaho Department of Water Resources (IDWR).
2.6 DIRECTOR means the Director of the Idaho Department of Water Resources.
2.7 DISTRICT means Lake Fork Creek Water District No. 65-K.
2.8 LEASE is the agreement through which a specific amount of storage pace or stored water is obtained by the Rental Pool for use during a year.
2.9 RENTER is the person renting water from the Rental Pool.
2.10 LESSOR is the person leasing space/water to the Rental Pool.
2.11 PERSON means any company, corporation, association, firm, agency, individual, partnership, government agency, or other entity.
2.12 RENTAL AGREEMENT is the agreement through which a Renter obtains the right to a specific amount of storage space or stored water from the Rental Pool.
2.13 RENTAL POOL refers to the water leasing and renting activities administered by the Committee appointed by the Water Resource Board.
2.14 RENTAL PRICE is the fee for rental of storage from the Rental Pool set forth in Procedures 8.1, which includes the administrative fee and Board surcharge.
2.15 SPACE means all or any portion of the active capacity of a reservoir measured in acre-feet.
2.16 STORED WATER is the water that accrues to reservoir space and is available for use.
2.17 WATERMASTER means the Watermaster of Water District No. 65-K.

3 GENERAL

3.1 It is the policy of the Committee to operate the Rental Pool for the maximum beneficial use of available Stored Water.
3.2 Operation of the Rental Pool will be by and for the irrigators within the District through the Committee. These procedures are designed to assure that stored water is maintained and first made available primarily for irrigation use.
3.3 The operation of the Rental Pool shall be consistent with the statutes creating the Water Supply Bank and the rules of the Board.
3.4 Space will be accepted by the Committee on a contingency basis.
3.5 Payments to the Lessor will be made only if Stored Water is subsequently rented from the Rental Pool.
3.6 The Space of storage water leased to the Rental Pool that is rented for uses below the mouth of Lake Fork Creek shall be the last space to fill in the ensuing year.

3.7 No storage water leased to the Rental Pool shall be rented for uses below the mouth of the Lake Fork Creek without the express written consent of the Board of Directors of the Payette River Water District 65 Rental Pool.

3.8 It is the policy of the Committee to facilitate annual leases and rentals, and to base all transactions on water stored (storage), rather than reservoir space.

3.9 The water leased in the Rental Pool is not delivered, it is available at point of storage, and as such may be subject to carriage fees assessed by irrigation ditch/canal or pipeline entities and will not be determined by the Committee or included in the Rental Agreement.

4 MANAGEMENT

4.1 The Committee shall have the following responsibilities:

4.1.1 To provide direction to the Watermaster in the operation of the Rental Pool within the overall framework of these procedures.

4.1.2 To notify the Department and the Watermaster of any rentals where the water will be moved from the place of use authorized by the permit, license or decree authorizing the stored water right.

4.1.3 To set policies for the investment and disbursement of funds generated by the Rental Pool in conformity with Public Depository Law, Chapter 1, Title 57, Idaho Code.

4.2 The Watermaster shall act as the manager of the Rental Pool. This authority shall include accepting space into the Rental Pool, executing Rental Agreements on behalf of the Committee, accepting and transmitting funds to the district treasurer for deposit and disbursement.

4.3 The committee shall decide all issues by a majority vote.

5 LEASES

5.1 All Leases of space to the Rental Pool and all rental of stored water from the Rental Pool shall be for the year in which the Rental Agreement is offered and accepted unless extended as provided in paragraph 6.5 below.

5.2 Any contracting entity which owns space in a reservoir located in the district may lease any portion of its space to the Rental Pool.

5.3 Leases accepted by the Watermaster are subject to the review and approval of the Committee. Space submitted for lease may be rejected in whole or part by the Committee or it may place special conditions on uses, allocation, and price if, in the judgment of the Committee, accepting said space will not be in the best interest of the Rental Pool and Water District No. 65-K.

5.4 Any Lessor, Renter, or applicant aggrieved by a decision of the Rental Pool Committee on matters related to the operations of the Rental Pool may request a

hearing before the Committee within 15 days after receiving notice in writing of the decision. After hearing the grievance and after the review by the Committee, a decision will be made by the Committee, in writing, setting forth the reasons for its decision, and said review decision must be signed by a majority of the Committee. The decision of the Committee may be appealed to the Board.

5.5 Leases of space to the Rental Pool shall be on a priority basis as set forth in paragraph 6 of these procedures.

5.6 Leases of space shall be in writing and on forms provided by the Watermaster and shall bear the date they were received in the Watermaster's office.

5.7 All space leased to the Rental Pool shall be under the control of the Watermaster and Committee for the duration of the lease.

5.8 The Committee may allow a contracting entity which owns space in a reservoir located in the district to lease space directly to the Water District 65 Rental Pool. If such entity desires to lease space to the Water District 65 Rental Pool, it must obtain the written approval of the Water District 65-K Committee.

6 PRIORITIES AMONG LESSORS

6.1 When a Lessor leases space to the Rental Pool, the stored water attributable to such space shall be determined by the Watermaster according to the percentage the reservoir fills.

6.2 All stored water attributable to space leased to the Rental Pool before June 15 will be rented before any stored water from the space leased after June 15.

6.3 Lessors who lease space to the Rental pool by June 15, shall share proportionally in the proceeds from the rental of stored water attributable to such space.

6.4 Lessors who lease space to the Rental Pool after June 15, shall receive proceeds from the rental of stored water attributable to such space on a "first come" basis, whereby the first lessor to lease space will be the first paid.

6.5 All space/water that has not been rented by the end of the irrigation season, shall revert back to the Lessor at the end of the irrigation season of the year leased.

7 PRIORITIES AMONG RENTERS

7.1 Any stored water available through the Rental Pool for use shall be provided on a priority basis. The first priority for each time category is defined below. The second priority for each time category consists of all the water users not defined in that time category. Water shall be rented to second priority renters only upon specific findings of the Committee, in cases when all first priority users are anticipated to be satisfied.

7.2 Priority until June 15 of each year in acquiring stored water from the Rental Pool shall be given to renters for irrigation within Water District No. 65-K.

7.3 After June 15 of each year all remaining unrented stored water in the Rental Pool shall be available to any water user who desires to rent the water for any beneficial use.

7.4 Sub-priority among water users of each priority listed above shall be determined by the date on which the water user's signed Rental Agreement and payment is received at the office of the Watermaster. During periods of drought or special conditions, with consideration to local public interest and with the Director's approval, the Committee may develop additional or alternative procedures.

7.5 Any water user having once entered into a Rental Agreement for stored water may request stored water in subsequent years by confirming, in writing, that all the information on the original agreement is true and correct, and by identifying the amount of water he wishes to purchase. The priority in this case will be the date on which payment is received by the Watermaster.

7.6 Water must be used by the Renter during the year of the Lease, unless the committee grants an extension.

8 RENTAL FEES AND PAYMENTS TO LESSORS

8.1 The Rental Price of storage rented from the Rental Pool is $15.50 per acre-foot. There will be added to the rental price the 10% Board surcharge ($1.55) and the $0.50 per acre-foot Rental Pool administrative fee.

8.2 Payments to the Lessors shall be made in accordance with paragraph 6 and shall be based upon the data published in the annual report of the Watermaster. Payments to the Lessors shall be considered due and payable once the Watermaster has calculated the actual water used within the District for the annual Watermaster's report. Payments to the Lessors for water delivered after submittal of the annual Watermaster's report shall be made when delivery of the water is completed.

8.3 Any administrative revenue in excess of actual costs shall be held in a contingency fund, and may be used for other purposes that the Committee deems to be of benefit to Water District No. 65-K, provided, however, that such uses do not conflict with Idaho Public Depository Law, Chapter 1, Title 57, Idaho code.

8.4 All rental monies shall be maintained in a separate interest-bearing account with accrued interest being distributed on a pro-rata basis at the time payments to Lessors are made.

EXHIBIT 14

Amended Order on Cross Motions for Summary Judgment in City of Pocatello v. Idaho Water Res. Bd., Case No. CV42-23-1668 (Twin Falls Dist. Ct., Jan. 10, 2024)

Filed:01/10/2024 10:41:09
Fifth Judicial District, Twin Falls County
Kristina Glascock, Clerk of the Court
By: Deputy Clerk -Schulz, Pam

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

CITY OF POCATELLO, Plaintiff, vs. IDAHO WATER RESOURCE BOARD, IDAHO DEPARTMENT OF WATER RESOUCES, GARY SPACKMAN in his capacity as Director of the Idaho Department of Water Resources, and TONY OLENICHAK in his capacity as Water District 01 Watermaster, Defendants, & CITY OF BLISS, CITY OF BURLEY, CITY OF CAREY, CITY OF DECLO, CITY OF DIETRICH, CITY OF GOODING, CITY OF HAZELTON, CITY OF HEYBURN, CITY OF JEROME, CITY OF PAUL, CITY OF RICHFIELD, CITY OF RUPERT, CITY OF SHOSHONE, CITY OF WENDELL, BURLEY IRRIGATION DISTRICT, FREMONT-MADISON IRRIGATION DISTRICT, and IDAHO IRRIGATION DISTRICT, Intervenors.	Case No: CV42-23-1668 **AMENDED ORDER ON CROSS MOTIONS FOR SUMMARY JUDGMENT**[1]

[1] The Court issued an *Order on Cross Motions for Summary Judgment* on January 5, 2024. That *Order* contained a clerical error. Section IV of the *Order* states in part "The Defendants' Cross-Motion for Partial Summary Judgment is hereby granted." The record reflects the Defendants' Motion was styled as a "Cross Motion for Summary Judgment." The inclusion of the word "Partial" in the subject sentence was a clerical error. This *Amended Order* is issued for the sole purpose of removing the word "Partial" from the above-quoted sentence under I.R.C.P. 60(a).

I.

BACKGROUND

A. Water Right 01-2068 and the City of Pocatello's contract with the United States.

Palisades Dam is located on the upper Snake River in eastern Idaho. It is operated by the United States Bureau of Reclamation ("USBOR"). The USBOR holds various storage water rights associated with the reservoir the dam creates. One of those is water right 01-2068. That right authorizes the diversion of 940,400 acre-feet annually of water from the Snake River into the reservoir for the following purposes of use: (1) irrigation storage; (2) irrigation from storage; (3) power storage; and (4) power from storage. The right carries a priority date of July 28, 1939. The partial decree for the water right was issued in the Snake River Basin Adjudication on August 17, 2016.[2]

In 1960, the City of Pocatello entered into a contract with the USBOR to obtain the right to 50,000 acre-feet of storage water within the 940,400 acre-feet of storage authorized under water right 01-2068. As a result of the contract, the City is a spaceholder within Palisades Reservoir and holds title to the use of the 50,000 acre-feet of contracted storage water under water right 01-2068. *U.S. v. Pioneer Irr. Dist.*, 144 Idaho 106, 115, 157 P.3d 600, 609 (2007). As to the City's use of the 50,000 acre-feet of contracted storage water, the preamble to the contract provides in pertinent part as follows:

> 4. WHEREAS, the United States and City have not heretofore entered into any contracts with respect to storage rights in reservoirs on the Snake River above Milner Dam, but the City, securing water for all municipal uses by pumping from underground and from surface flows that would, if not intercepted by the City, flow into the Snake River below Palisades Dam, desires to replace in the Snake River by means of storage at Palisades Reservoir water in volume approximately the equivalent of that removed by pumping from Snake River tributary underground and surface flows, and it having been determined that 50,00 acre-feet of active capacity in Palisades Reservoir will furnish such appropriate equivalent volume. . .
> .

Amended Complaint, Ex.1., ¶4. Thereafter, the provisions of the contract provide in pertinent part as follows:

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[2] The partial decree was subsequently amended to correct errors on March 29, 2017, and on February 8, 2020.

Rental of Water; Sale of Space

15.(a) The City may rent stored water which has accrued to its credit in any reservoir of the system, but such rentals shall be for only one year at a time and at rates to be approved in advance by the Secretary and the Advisory Committee.

. . . .

Delivery of Water; Measurement and Losses

16.(a) To the extent that water is pumped from wells and from surface water streams that flow into American Falls Reservoir, actual measurements at the well heads and at the discharge lines of other pumping plants delivering water from the City shall be made during each irrigation season. One-half of all water provided through the City's system for the use of its water users from any and all sources in any irrigation season shall be accounted for as water stored for the City as provided in article 10 and charged thereto, except an amount of 7,000 acre-feet of water in each irrigation season until the first irrigation season beginning after a consolidation or merger has been made by the City with the water system of the City of Alameda when the amount shall be increased to 10,000 acre-feet of water to reflect prior uses of that city and other nearby communities. Delivery of water to the City that as above provided in this article is chargeable to stored water from any irrigation season, shall be limited, however, to the quantities of stored waters available as provided in article 10.

(b) The water chargeable to City stored water as provided in this article shall be determined during the irrigation season of each year. Corresponding credits shall be given by the watermaster to the water rights, whether natural flow or storage rights, that have been infringed on by pumping for the City. The amounts represented by such infringements, to whomsoever they shall accrue, shall be made up out of stored water available to the City under this agreement as necessary. The determination of the charges and the credits hereunder shall be under a formula to be derived by the watermaster . . . .

Ordering of Water

17. Under the plan of water use of the City, there will normally be no direct delivery from the Snake River of stored water. Therefore, the provisions of article 16 will govern as to the rights to water, whether charges therefor shall be against natural flow or stored water, matters of replacement of water from storage, and related problems. If the City should, however, construct facilities which would permit the direct delivery of stored water to it from the Snake River, such delivery shall be effected by the City giving notification to the watermaster, a reasonable period in advance, of the amount of water within its entitlements as stated in this agreement to be delivered for diversion by the City.

Amended Complaint, Ex.1., ¶15-17. The Court will refer to the City's 50,000 acre-feet of contracted storage water herein as the "Storage Water."

B. The City's historic use of the Storage Water from 1960-1979 and the creation of the Water Supply Bank.

The history of the City's use of the Storage Water is, at times, unclear from the record. What is clear is that the City has never taken delivery of any portion of the Storage Water into its municipal system for any purpose. Infrastructure which would physically allow the delivery of the Storage Water from Palisades Reservoir to the City's municipal boundaries has never existed. At oral argument the City also represented that the provisions of paragraphs 16(a) and (b) have never been implemented or followed by the Water District 01 Watermaster. That said, from 1960 through 1979, there is a belief on behalf of the City that it left the Storage Water in Palisades Reservoir for the purpose of making it available for rental to other water users. Further, that the rental of storage water for such purposes occurred in Palisades Reservoir and the other Upper Snake storage reservoirs during that time through a rental pool operated in the Upper Snake River Basin. While the City believes the Storage Water was used for purposes of rental from 1960 through 1979, it admits there is no record of such use in this proceeding. As a result, the history of the City's use of the Storage Water from 1960 through 1979 is not discernable from the record.

In 1979, the Idaho Legislature created the Water Supply Bank. I.C. § 42-1761; Idaho Sess. Laws 1979, ch. 193. The Water Supply Bank is a statutorily authorized "water exchange market operated directly by the Water Resource Board to facilitate the marketing of water rights." IDAPA 37.02.03.010.12. It provides a water user who is not using water under his water right an avenue to rent that water to those who need it. The Water Supply Bank provides several advantages to such a water user. One is that a water right accepted into the Water Supply Bank is not subject to forfeiture for nonuse while it is in the Bank. I.C. § 42-1764(2). Another is that the approval of a rental of water from the Water Supply Bank may be a substitute for the transfer proceeding requirements of Idaho Code § 42-222. I.C. § 42-1764(1). This, for example, may allow a water right to be rented on a temporary basis for a purpose of use other than that authorized under the right without having to go through a transfer proceeding. *Id.*

The Water Supply Bank is operated by the Idaho Water Resource Board ("Board"). I.C. § 42-1761. It has the duty of adopting rules and regulations governing the management, control, delivery and use and distribution of water to and from the Water Supply Bank. I.C. § 42-1762(1). Such rules have been adopted by the Board and are set forth in IDAPA 37.02.03. The

Board also has the option of appointing local committees to facilitate the rental of stored water in a given locale. I.C. § 42-1765. In Water District 01, where Palisades Reservoir is located, the Board has elected to appoint the Committee of Nine as the local committee authorized to facilitate the rental of stored water.

C. The City's historic use of the Storage Water from 1979-2005, the Water District 01 Rental Pool under the umbrella of the Water Supply Bank, and the introduction of the last-to-fill provision.

The Water Supply Bank Rules provide for a "rental pool" which is defined as "[a] market for exchange of stored water operated by a local committee." IDAPA 37.02.03.001.09. Evidence that is persuasive to the Court shows a rental pool has existed in Upper Snake River Basin since the early 1930s. This evidence includes Attorney General Opinion No. 91-7, which states "[t]he records of IDWR show that Water District 1 has operated a 'rental pool' to facilitate the rental of storage water in the Upper Snake River Basin since the early 1930's". Attorney General Opinion No. 91-7, pp.10-11 (August 5, 1991). It also includes the Water District 01 Water Accounting Manual, which acknowledges that:

> Prior to 1978, there was an informal process for reservoir spaceholders, whose storage allocations exceeded their irrigation need, to supply a portion of their storage allocation to other water users facing immediate water shortages. In exchange for supplying the storage, the water user would pay the spaceholder supplying the storage a rental fee for the one-time use of the storage.

Concepts, Practices, and Procedures Used to Distribute Water Within Water District #1, p.128, Tony Olenichak (April 14, 2023). However, since the creation of the Water Supply Bank in 1979, Idaho Code §§ 42-1761, et seq., have provided a formal statutory basis for the Water District 01 Rental Pool. I.C. § 42-1765. As a result, the Water District 01 Rental Pool now operates under the umbrella of the Water Supply Bank. *See e.g.*, IDAPA 37.02.03.001.12 (defining "Water Supply Bank" in part as "a general term which includes the Board's water supply bank and rental pools").

The Board has regularly appointed the Committee of Nine as the "local committee" authorized to facilitate the rental of stored water through the Water District 01 Rental Pool. When the Board elects to appoint a local committee for such purposes, the local committee is required to propose procedures pursuant to which it will facilitate rentals. IDAPA 37.02.03.040.

On an annual basis, the Committee of Nine has proposed such procedures for the Water District 01 Rental Pool. The Court will refer to those procedures herein as the "Rental Pool Procedures." The Rental Pool Procedures have been regularly reviewed by the Director of the Idaho Department of Water Resources and adopted by the Board. Among other things, they set forth procedures for supplying storage water to, and renting stored water from, the Water District 01 Rental Pool.

Beginning in 1988, the Rental Pool Procedures began to include what will be referred to herein as a "last-to-fill" provision. At that time, storage water suppliers to the Rental Pool were given the option to designate whether their storage water would be made available for rental below Milner and/or above Milner. If storage water was rented for purposes below Milner, "the space evacuated to provide the rental became '*last-to-fill*' in the reservoir for the following season, and for each season thereafter until the space refilled." *Concepts, Practices, and Procedures used to Distribute Water Within Water District #1*, p.129, Tony Olenichak (April 14, 2023). The rationale was that storage water released past Milner Dam did not provide any return flows and increased the probability of the reservoir system not filling the following year. *Id.* at 129. Therefore, the purpose of the last-to-fill provision "was to ensure the refill of the evacuated space supplied for rental below Milner did not interfere with the refill of reservoir space evacuated for purposes above Milner." *Id.*

As is the case with the period of 1960 through 1979, the history of the City's use of the Storage Water from 1979 through 2005 is unclear from the record. It is the belief of the City that it left the Storage Water in Palisades Reservoir for the purpose of making it available for rental through the Water District 01 Rental Pool during that timeframe. The record does not contain any records of such use. As a result, the history of the City's use of the Storage Water from 1979 through 2005 is not discernable from the record.

D. The City's historic use of the Storage Water from 2005-2022 and changes to the last-to-fill provision.

In 2005, a new last-to-fill provision was implemented through the Rental Pool Procedures. Prior to 2005, the last-to-fill provision applied only to rentals below Milner. It did not apply to any rentals above Milner. This changed under the new last-to-fill provision. The

new provision expanded in applicability to rentals above Milner, including those for private leases:

> 7.3 Impacts to Spaceholders resulting from all common pool, private leases, assignments, supplemental pool, and extraordinary circumstances pool rentals. To avoid impacts to spaceholders caused by rental pool storage provided under Procedures 5, 6, 8, 9.3, 10, and 11 in years when storage is not spilled past Milner, the supplying spaceholder's storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply previous year leases, assignments, and rentals. If the amount of storage in the reservoir system exceeds the amount necessary to allocate 100% fill to space that wasn't evacuated to supply leases, assignments, and rentals but is insufficient to allocate100% fill to all system spaceholders, allocations to lessors', assignors', and other space shall occur in the following priorities:
>
> (a) Storage supplied under Procedure 5. This reallocation will only occur in the year following the supply of storage.
> (b) Assigned rental under Procedure 10.0, extraordinary circumstances rental under Procedure 11.0, private leases above Milner under Procedure 6.0, and IWRB storage used for mitigating minimum flows at Murphy under Procedure 6.7. This reallocation will only occur in the year following the lease of storage.
> (c) Bureau uncontracted storage under Procedure 6.8 until the lessor's affected space fills.
> (d) Supplemental Pool leases under Procedure 8.0 until the lessor's affected space refills.
> (e) Bureau Powerhead storage under Procedure 6.9 shall be the last space to refill after all other space in reservoirs in Water District 1 until the lessor's affected space fills as identified in III.C.7.c. of the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.

Water District 1 2023 Rental Pool Procedures, p.14. Under this new last-to-fill provision, all water rights placed into the Rental Pool become last-to-fill in the following year.

The record shows the City participated in the Water District 01 Rental Pool from 2005 through 2022. During that time, it placed Storage Water into the Rental Pool common pool each year. The "common pool" consists of storage made available to the Committee of Nine through participant contributions for subsequent rental through Procedure 5 of the Rental Pool Procedures. It supplies storage for: "large rentals, small rentals, flow augmentation under the Snake River Water Rights Agreement of 2004 ('Nez Perce Agreement'), Blackfoot Equitable Adjustment Agreement, and the 2015 Shoshone Bannock Settlement Agreement." *Olenichack Aff.*, ¶13. In addition to providing Storage Water to the common pool, the City also placed Storage Water in the Rental Pool for private leases every year during that timeframe except for

2009. Aside from its participation in the Water District 01 Rental Pool, the City did not use any portion of the Storage Water for any other purpose from 2005-2022. The City contends that during the years of 2008, 2013, 2014, 2016, and 2021, the last-to-fill provision was applied by the Defendants to the Storage Water to its detriment.

E. Complaint and summary judgment.

This case was initiated on March 16, 2023, when the City of Pocatello filed a Complaint in Bannock County case CV03-23-876 against the Defendants. On May 1, 2023, the Honorable Robert Naftz entered an *Order* transferring venue over this matter from the Sixth Judicial District to the Fifth Judicial District, Twin Falls County. Thereafter, the Idaho Supreme Court entered an *Order* directing that all further proceedings be transferred to Twin Falls, County, and that the Honorable Eric Wildman be assigned the case. The clerk of the court subsequently assigned Twin Falls County case number CV42-23-1668 to this proceeding.

Meanwhile, the City filed an Amended Complaint on May 2, 2023. The Amended Complaint sets forth several causes of action against the Defendants. The Defendants filed an Answer to the Amended Complaint on May 16, 2023. The Court subsequently entered *Orders* permitting the Intervenors to participate in this proceeding. On October 17, 2023, the City of Pocatello filed a Motion for Partial Summary Judgment. Through the Motion, the City seeks the following relief as a matter of law:

1) a finding that the Rental Pool Procedures are "rules" under the Idaho Administrative Procedure Act;

2) a finding that the Procedures are void because the Idaho Water Resource Board ("IWRB") does not have authority to delegate rulemaking to the Committee of Nine, or that the Committee of Nine lacks authority to conduct rulemaking, thus the Procedures are not adopted in substantial compliance with the APA rulemaking requirements;

3) that Procedure 7.3 is facially unconstitutional – whether or not it is a "rule" – because through it IDWR administers storage water rights in a manner that is inconsistent with the prior appropriation system; and

4) that IDWR's application of Procedure 7.3 to Pocatello in 2021 and 2023 deprived Pocatello of its property interest, without compensation, because water that the watermaster should have distributed to Pocatello's account was instead distributed to other spaceholders' accounts.

Memorandum in Support of Pocatello's Motion for Partial Summary Judgment, pp. 3-4 (Oct. 7, 2023). The following Intervenors join in the City's Motion: the Cities of Bliss, Burley, Cary, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and Wendell. The Intervenor cities will be collectively referred to herein as the "Coalition of Cities." The Defendants and Intervenors Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District oppose the Motion.

On November 2, 2023, the Defendants filed a Cross-Motion for Summary Judgment. Through the Cross-Motion, the Defendants seek the following relief as a matter of law:

1) That the Water District 01 Rental Pool Procedures are not rules that are subject to rulemaking as defined by the Idaho Administrative Procedures Act 67-5201–5292.

2) That the City of Pocatello failed to exhaust its administrative remedies and is now time barred from bringing this action Under I.R.C.P. 84(n).

3) That the Water District 01 Rental Pool Procedures are not facially unconstitutional.

4) That the Water District 01 Rental Pool Procedures do not result in a physical taking of the City of Pocatello's property rights.

The [Defendants] further move the Court to grant judgment as a matter of law dismissing all the City of Pocatello's causes of action.

Cross-Motion for Summary Judgment, pp. 2-3 (Nov. 2, 2023). Intervenors Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District join in the Defendants' Cross-Motion. The City of Pocatello and the Coalition of Cities oppose the Cross Motion. A hearing on the Motions was held before the Court on November 30, 2023.

II.
STANDARD OF REVIEW

Summary judgment is properly granted when the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. I.R.C.P. 56(a) & (c). The burden of demonstrating the absence of a genuine issue of material fact, and that summary judgment is proper as a matter of law, is on the moving party. *McCorkle v. Northwestern Mut. Life Ins. Co.*, 141 Idaho 550, 554, 112 P.3d 838, 842 (Ct. App. 2005). If reasonable people could reach different conclusions or inferences from the evidence, the motion must be denied. *Finholt*

v. Cresto, 143 Idaho 894, 896, 155 P.3d 695, 697 (2006). The nonmoving party must submit more than just conclusory assertions that an issue of material fact exists to withstand summary judgment. *Id.* at 896-897, 155 P.3d at 697-698. A mere scintilla of evidence or only slight doubt as to the facts is not sufficient to create a genuine issue of material fact for the purposes of summary judgment. *Id.* "The fact that the parties have filed cross-motions for summary judgment does not change the applicable standard of review, and this Court must evaluate each party's motion on its own merits." *Potlatch Educ. Ass'n v. Potlatch Sch. Dist. No. 285*, 148 Idaho 630, 633, 226 P.3d 1277, 1280 (2010).

III.
ANALYSIS

A. The Water District 01 Rental Pool Procedures are not rules under the APA.

The City of Pocatello requests a declaratory judgment that the Rental Pool Procedures are void on the basis they were not adopted in compliance with the rulemaking procedures of the Idaho Administrative Procedure Act ("APA"). The Defendants admit that the Board did not follow those procedures when it adopted the Rental Pool Procedures. However, they assert the Board was not required to because the Rental Pool Procedures are not rules under the APA.

The term "rule" means "all or a part of an agency statement of general applicability that has been promulgated in compliance with the provisions of this chapter and that implements, interprets, enforces, or prescribes . . . [l]aw; or . . . [t]he procedure or practice requirements of an agency." I.C. § 67-5201(24). The Idaho Supreme Court has directed that "general applicability" is perhaps "the most salient characteristic distinguishing quasi-legislative rulemaking from a purely executive or quasi-judicial agency action." *Pizzuto v. Idaho Dept. of Correction*, 170 Idaho 94, 96-97, 508 P.3d 293, 295-296 (2022). In the context of administrative rules, general applicability has two meanings. *Id.* at 97, 508 P.3d at 296. First, "it means that rules apply uniformly *to the public*." *Id.* The Court has directed that "this distinguishes rulemaking from quasi-judicial agency actions because quasi-judicial actions determine only the rights and duties of individuals." Second, it means that rules "must be applied uniformly *by the agency*." *Id.* This means an agency "does not have discretion to depart from its rules while they are in effect." *Id.*

Rental pool procedures are, by their nature, not procedures of general applicability. They are narrowly tailored by local committees to fit unique local conditions. That such is the case is evidenced by the legislation creating the Water Supply Bank. The Water Supply Bank is a state-wide water market operated by the Board, which is charged with adopting rules and regulations governing its management. I.C. § 42-1762(1). The Board has adopted such rules as set forth in IDAPA 37.02.03. However, the Legislature expressly authorized the Board to appoint "local committees" to facilitate the rental of stored water on a local basis. I.C. § 42-1765. Implicit in this authorization is a recognition that water storage facilities, operations, and conditions differ throughout the state. Given these local differences, there is a recognition that a state-wide, one-size-fits-all, rental procedure may not be feasible with respect to stored water. The statute thus acknowledges that the Board may find "local committees" to be better situated than it to facilitate the rental of stored water in a given locale.

Such is the case in Water District 01. The Board has elected to appoint the Committee of Nine as the local committee authorized to facilitate the rental of stored water in that locale.[3] The Rental Pool Procedures proposed by the Committee of Nine have been regularly reviewed by the Director and adopted by the Board. *Raybould Aff.*, pp.2-3. Those Procedures are not generally applicable to the public or even to all water users. They are narrowly tailored to facilitate the rental of stored water only in Water District 01. Even within the confines of Water District 01, the Rental Pool Procedures do not apply to all water users or to all rentals of water. For instance, water users in Water District 01 who wish to lease natural flow water rights into, or rent natural flow water rights from, the Water Supply Bank are not subject to the Rental Pool Procedures. The lease and rental of natural flow water rights occurs under Rule 30 of the Water Supply Bank Rules, not the Rental Pool Procedures which govern only the rental of stored water.

The Court also notes that participation in the Water District 01 Rental Pool is voluntary. A "participant" is defined under the Rental Pool Procedures as "a spaceholder who contributes storage to the common pool pursuant to Procedure 5.2." Rental Pool Procedures 2.29. Procedure 5.2 provides that a spaceholder "may upon submitting written notice to the Watermaster prior to March 15 of the current year elect to contribute storage to the current year's

[3] At present, the Board has elected to appoint local committees in Water Districts 01, 63, 65, and 65K. Each of these Water Districts has its own rental pool procedures specific to its respective locale, which have been reviewed by the Director and adopted by the Board.

common pool rentals . . . ." Further, that "[a]ny spaceholder making such election shall be deemed a 'participant' for the current year and every year thereafter until the spaceholder provides written notice to the Watermaster prior to March 15 . . . rescinding its participation." *Id.* at 5.2. The Rental Pool Procedures, along with the testimony of the Water District 01 Watermaster, show that participation in the Rental Pool is voluntary. *Olenichak Aff.*, ¶5.

Notwithstanding, there is argument that Procedure 6.1 requires all leases in Water District 01 to be conducted through the Water District 01 Rental Pool. That provision provides as follows:

> **General.** All leases must be transacted through the rental pool. Only participants may lease storage to a Lessee subject to the provisions of these procedures, and non-participating spaceholders may not lease storage from participants.

Rental Pool Procedures 6.1. The Court's reading of Procedure 6.1 is informed by Procedure 1.2, which provides:

> These procedures shall not be interpreted to limit the authority of the Idaho Department of Water Resources, the Idaho Water Resource Board, or the Watermaster of Water District 01 in discharging their duties as prescribed by statute or rule.

Rental Pool Procedures 1.2. Procedure 1.2 makes clear the Rental Pool Procedures do not limit or supersede the Director's statutory authorities, including his authority to effectuate transfers under Idaho Code § 42-222. Therefore, Procedure 6.1 must be read to apply only to those water users who have elected to participate in the Water District 01 Rental Pool common pool.[4] The Rental Pool Procedures do not prohibit those water users who have not elected to participate in the Water District 01 Rental Pool from entering into a private lease for the rental of storage water outside of the confines of the Procedures so long as that private lease otherwise complies with Idaho law.[5]

For these reasons, the Court finds the Rental Pool Procedures are not procedures of general applicability, and are therefore not "rules" under the APA as a matter of law. It follows

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[4] Both counsel for the IWRB and Intervenor Spaceholders represented at oral argument that the IWRB also reads Procedure 6.1 to apply only to water users electing to participate in the rental pool.

[5] For instance a private lease for a water right that would require a change in the purpose of use, point of diversion, place of use, or period of use of the water right would have to comply with the transfer requirements of Idaho Code § 42-222.

the City's Partial Motion for Summary Judgment on this issue must be denied, and the Defendants' Cross-Motion must be granted.

B. The last-to-fill provision is not facially unconstitutional.

The City of Pocatello argues that the last-to-fill provision is facially unconstitutional. It is important that the Court distinguish between "facial" and "as applied" constitutional challenges. A party may challenge a statute as unconstitutional "on its face" or "as applied" to the party's conduct. *American Falls Res. Dist. No. 2 v. Idaho Dept. of Water Res.*, 143 Idaho 862, 870, 154 P.3d 433, 441 (2007). For a facial constitutional challenge to succeed, the challenger faces the heavy burden of establishing "that the law is unconstitutional in all of its applications." *Id.* In other words, "the challenger must establish that no set of circumstances exists under which the law would be valid." *Id.* In contrast, "to prove a statute is unconstitutional 'as applied', the party must only show that, as applied to the [party's] conduct, the statute is unconstitutional." *Id.* The Idaho Supreme Court has directed that a district court "should not rule that a statute is unconstitutional 'as applied' to a particular case until administrative proceedings have concluded and a complete record has been developed." *Id.* Here, the only issue before the Court is whether the last-to-fill provision is facially unconstitutional.

Article XV, § 3 of the Idaho Constitution provides explicit protections to established water rights. It provides that "[t]he right to divert and appropriate the unappropriated waters of any natural stream to beneficial uses, shall never be denied . . . ." Further, that "[p]riority of appropriations shall give the better right as between those using the water." Water users in Idaho therefore have a constitutional right to have their water rights administered in priority. Under the last-to-fill provision, all storage water rights that are placed into the Water District 01 Rental Pool become last-to-fill in the reservoir system in the following year. In other words, such waters rights are not filled in priority. They are filled only after all other storage water rights in the reservoir system that were not placed in the Water District 01 Rental Pool are filled. If there is insufficient water to satisfy all the water rights in the reservoir system, the last-to-fill water rights go without.

In addressing the facial constitutionality of the last-to-fill provision, it is important to acknowledge what the Water Supply Bank and Water District 01 Rental Pool are. They are

statutorily authorized water exchange markets. While a water user has a constitutional right to have his water right administered in priority, that right extends only so far as the water right is being used within the parameters of its defined elements. A water user has no right to have his water right administered to points of diversion, places of use, periods of use, or purposes of use that differ from those authorized under his right. However, there are certain instances where the law may provide a water user the privilege of doing just that, assuming certain conditions are met.

The Water Supply Bank, and the Water District 01 Rental Pool which operates under the umbrella of the Water Supply Bank, are examples of where the law provides such a privilege. They provide avenues to a water right holder to use water in a manner that is not otherwise authorized under his water right. However, such avenues may only be lawfully pursued under the prior appropriation doctrine if there is no injury to other water rights. *See e.g., A&B Irr. Dist v. Aberdeen-American Falls Ground Water Dist.*, 141 Idaho 746, 753, 118 P.3d 78, 85 (2005) (stating "there is *per se* injury to junior water rights holders anytime an enlargement receives priority").

The Water Supply Bank and the Water District 01 Rental Pool utilize different tactics to prevent injury. Water rights in the Water Supply Bank are subject to Rule 30 of the Water Supply Bank Rules. That Rule requires the Director to evaluate applications to rent water rights from the Water Supply Bank as to whether there will be injury to other water rights or whether the proposal would constitute an enlargement of the water right, among other things. IDAPA 37.02.03.030.01. This evaluation is done on a case-by-case basis to make sure rentals from the Water Supply Bank do not result in injury to other water rights. *Id.*

The Rental Pool Procedures approach the issue of injury differently. They presume injury in all instances through the last-to-fill provision, which operates to make all water rights placed into the Rental Pool last-to-fill in the following year. The reason for this presumption is that the last-to-fill provision further presumes that all water rights put into the Rental Pool will be used for purposes that are not authorized under the elements of the water right. *Olenichak Aff.*, ¶26. This presumption is generally accurate.

An example is illustrative. Water User A holds a storage water right for irrigation. Water User A is not going to use his water right for irrigation purposes this year. As a result, he elects to put his water right into the Rental Pool to make it available for rent to others. Water

User A's water right is then rented by a local municipality, which uses it for municipal purposes. Neither rental nor municipal use are authorized purposes of use under Water User A's water right. Therefore, but for the Rental Pool, Water User A would not have a legal right to use his irrigation storage right for such purposes without first going through an Idaho Code § 42-222 transfer proceeding.[6] I.C. § 42-1764(1).

Article XV, § 3 of the Idaho Constitution would not preclude the application of the last-to-fill provision to Water User A's water right in this scenario. There is no right under Idaho's Constitution to have a water right administered in priority in a manner that is not authorized under that right. To the contrary, the prior appropriation doctrine requires the application of the last-to-fill provision to Water User A's water right to prevent unlawful injury to the priority of junior water rights in the reservoir. But for the Rental Pool, Water User A would not have used his water right this year. If Water User A had not used his water right, its allocated space in the reservoir would not have been evacuated, and the water under that water right would have been carried over in the reservoir for use by Water User A in the following year.[7] The reservoir space allocated to Water User A's water right would then not need to be filled in priority the following year to the detriment of other junior spaceholders in the system.

However, instead of not being used, the Rental Pool permitted Water User A's water right to be rented to the local municipality for municipal use. This results in an enlargement in the purpose of use of the water right by permitting the water to be used for a purpose not otherwise authorized under the right.[8] It also results in the reservoir space allocated to the water right to be evacuated, necessitating a refill the following year. Permitting Water User A to refill his water right in priority under these circumstances would result in impermissible injury to the priority of junior water rights under Idaho law. *See e.g., A&B Irr. Dist v. Aberdeen-American*

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[6] An Idaho Code § 42-222 transfer may only be approved "provided no other water rights are injured thereby" and "the change does not constitute an enlargement in use of the original right" among other things. I.C. § 42-222(1).

[7] Idaho law permits reasonable carry-over under a surface storage water right. *See e.g.,* IDAPA 37.03.11.042.g ("the holder of a surface water storage right shall be entitled to maintain a reasonable amount of carry-over storage to assure water supplies for future dry years").

[8] When an enlargement receives priority there is injury to junior water rights. *See e.g., A&B Irr. Dist v. Aberdeen-American Falls Ground Water Dist.*, 141 Idaho 746, 753, 118 P.3d 78, 85 (2005) (stating "there is *per se* injury to junior water rights holders anytime an enlargement receives priority"); *Clear Springs Foods, Inc. v. Spackman*, 150 Idaho 790, 797-98 (2011) ("Priority in time is an essential part of western water law and to diminish one's priority works an undeniable injury to that water right holder").

Falls Ground Water Dist., 141 Idaho 746, 753, 118 P.3d 78, 85 (2005) (stating "there is *per se* injury to junior water rights holders anytime an enlargement receives priority"); *Clear Springs Foods, Inc. v. Spackman*, 150 Idaho 790, 797-98 (2011) ("Priority in time is an essential part of western water law and to diminish one's priority works an undeniable injury to that water right holder").

The last-to-fill provision operates to prevent this injury by requiring Water User A's water right to be last-to-fill the following year. This is the intent of the last-to-fill provision as explained by the Watermaster:

> The Last to Fill Procedure was put into place to protect spaceholders' reservoir accrual from being impacted or lessened as a result of other spaceholders leasing storage *to be used for places of use, points of diversion, or purposes of use different than described in the reservoir's decreed water rights or their storage contract.*

Olenichak Aff., ¶26 (emphasis added). Therefore, application of the last-to-fill provision to this scenario is not unconstitutional. Rather, its application operates to prevent unlawful injury to the priority of junior water rights.[9]

The legal analysis that applies to Water User A's water right would apply to many water users with storage water rights in Water District 01. This is because by placing their storage water rights into the Rental Pool for purposes of rental, water under those water rights will be used for a purpose not otherwise authorized under its elements.[10] The City of Pocatello presents

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[9] As a general principle, Idaho law prohibits using a water right outside the scope of its authorized use as defined by its elements absent a transfer proceeding. A transfer proceeding ensures proposed changes will not injure existing water rights. Water right use is also governed by a duty of water and a prohibition against waste. Water cannot be diverted which exceeds the quantity that can be put to beneficial use, irrespective of the decreed quantity. Any unused or excess water must be left in the system for use by other water right holders. The use of this water for other than its authorized purpose results in an enlargement of the water right and injury to other water rights. The Water Supply Bank and the Rental Pool Procedures provide an exception to these general principles provided no other rights are injured. *See* I.C. § 42-1763. Unique to a storage right is the right to carry over unused water for use in the following season albeit consistent with its authorized purpose. Junior spaceholders need not wait to fill in priority to have the space occupied by the carried over water. It follows that the use of excess or unused water for anything but carryover results in an enlargement of the storage right and in injury to junior spaceholder rights - if that water is permitted to be refilled in priority. The last-to fill rule was adopted to prevent such injury. At oral argument, counsel for Fremont-Madison Irrigation District and Idaho Irrigation Districts represented that the last-to fill rule was adopted in 2005 in response to litigation regarding the scope of storage rights in the context of a delivery call against groundwater pumpers. Ultimately, the Idaho Supreme Court provided guidance on the scope and limitations of storage rights. *See AFRD #2 v. IDWR*, 143 Idaho 862,880, 154 P.3d 433, 551 (2007).

[10] The water rights for the Upper Snake storage reservoirs include (not including refill storage water rights): 01-4055, 01-10044, 01-10045, 01-10043, 01-2068, 01-10401, 01-10042, 01-2064, 01-219, 21-12946, 21-2161, 21-10560, 21-2156, 21-4155, and 25-7004. *Concepts, Practices, and Procedures Used to Distribute Water Within Water District #1*, p.69, Tony Olenichak (April 14, 2023). The *Partial Decrees* issued for each of these water rights in the Snake River Basin Adjudication identify authorized purposes of use of "Irrigation Storage" and "Irrigation

a unique scenario, however, as to whether the legal analysis that applies to Water User A's water right should apply to its circumstances. The City claims it is specifically authorized to use water under its storage right for purposes of "rental." *Amended Complaint*, ¶13. It relies on Paragraph 15 of its contract with the USBOR, which provides in pertinent part as follows:

> Rental of Water; Sale of Space
>
> 15. (a) The City may rent stored water which has accrued to its credit in any reservoir of the system, but such rentals shall be for only one year at a time and at rates to be approved in advance by the Secretary and the Advisory Committee.

Amended Complaint, Ex.1., ¶15. The City argues that by placing its water right into the Rental Pool, it is using the right for a purpose consistent with its authorized use. Thus, it contends it has a constitutional right to have its water right administered in priority under Article XV, § 3 of the Idaho Constitution – an outcome the last-to-fill provision does not permit.

Resolution of that issue requires that the Court determine what the City of Pocatello's authorized uses are under its storage right in Palisades Reservoir. It would require answering questions such as are the elements of a storage right in a federal reservoir defined solely by language found on the face of the license or partial decree; or by a combination of the language found on the face of the license or partial decree and the language of the spaceholders' contracts? And if so, to what extent are the spaceholders' contracts given effect? However, the scope of the City's authorized uses presents an issue that is not squarely before the Court in this proceeding. The parties have not briefed or presented oral argument on this issue, other than counsel for the Defendants arguing the City would have to go through a transfer proceeding to change the purpose of use should it choose to rent water outside of the Rental Pool. A review of the record in this case, including historic administration of the City's storage right does little to shed light on the issue.

At oral argument, counsel for the Defendants represented that the partial decree and the spaceholder contracts serve as the "bookends" for the authorized purposes of a storage right. The Water District 01 Watermaster also explained in his testimony:

> A storage spaceholder in Water District 01 has the right to use their entire storage allocation at point of diversion, place of use, and purpose of use that are consistent

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from Storage." In addition, the *Partial Decrees* issued for water rights 01-10043, 01-2068, and 01-2064, and the license issued for water right 01-10401, identify additional authorized purposes of use of "Power Storage" and "Power from Storage." The *Partial Decree* issued for water 25-7004 identifies an additional purpose of use of "Wildlife Storage." None of these water rights include "rental: as an authorized purpose of use under the *Partial Decrees*.

> with the decreed water right for the storage reservoir *and their storage contract.* However, a spaceholder does not have the right to lease their storage to be used at points of diversion, place of use, or purposes of use outside the ones described in the decreed water right for the storage reservoir *or their storage contract* unless the spaceholder files a transfer under I.C. § 42-222 or lease water through the rental pool.
>
> The Last to Fill Procedure was put into place to protect spaceholders reservoir accrual from being impacted or lessened as a result of other spaceholders leasing storage to be used for places of use, points of diversion, or purposes of use different than described in the reservoirs decreed water right *or their storage contract.*

Olenichak Aff. ¶24, 26 (emphasis added). So, clearly some effect is given to the contract.[11] However, the storage right for the reservoir was decreed with an irrigation purpose of use.[12] It's undisputed that the City of Pocatello has never used its storage right for irrigation or for its own municipal purposes.[13] Historically, since its inception, the storage right has always been used for rental or lease by others and more recently by the City of Pocatello to mitigate injury caused to seniors by its own municipal rights. Counsel for the Burley Irrigation District represented at oral argument that the City of Pocatello's storage rights have not been subject to the last-to-fill rule when any of the water has been used to mitigate for its own municipal rights. Apparently, this is the case even when the City elects to participate in the Rental Pool and places all its storage rights in the Rental Pool. Consequently, it begs the question of what is the scope of authorized use for the City's storage right? And that issue is not before the Court in this proceeding. However, while resolution of the issue of the City's authorized uses may need to be resolved in

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[11] How much effect remains unclear. For example, paragraphs 16(a) and (b) of the City of Pocatello's contract, which expressly purport to be self-executing provisions to mitigate injury caused by the City of Pocatello's municipal rights, have never been given effect. Counsel for the City of Pocatello represented at oral argument that its storage rights have not been administered to mitigate for or avoid injury to senior rights. Instead, the City of Pocatello has been subject to a delivery call under the Rules of Conjunctive Management and has provided its storage water through a mitigation plan approved by the Director. As a practical matter, the Rules of Conjunctive Management have superseded paragraphs 16(a) and (b). Paragraph 17 provides that "the provisions of article (paragraph) 16 shall govern as to the rights of water" until such time as the City constructs facilities allowing for direct delivery from the Snake River. That raises the question of how this process affects the purpose of use of the City's storage right.

[12] The partial decree issued for the storage right does not address the purposes of use at issue.

[13] Paragraph 17 of the contract acknowledges that at some point in the future the City of Pocatello may have the infrastructure to divert directly from the Snake River thereby allowing it to use its storage right for its own municipal purposes. That raises the question of whether the City would have to go through a transfer proceeding to accomplish this purpose. Also, although the decree is for an irrigation purpose of use, the contract acknowledges that the storage right would be used to credit other spaceholders' rights (irrigation rights per the decree) for any infringement caused by the City's use of its municipal rights.

an "as-applied" constitutional challenge, the Court finds it is not required to resolve the "facial" constitutional challenge issue here.

For the reasons set forth herein, the Court finds the City of Pocatello has failed to establish that no set of circumstances exists under which the application of the last-to-fill provision would be constitutionally valid. It follows the Defendants' Cross Motion for Summary Judgment on this issue must be granted.

C. The City of Pocatello failed to exhaust administrative remedies on its unconstitutional takings claims and related damages claims.

The City's Amended Complaint contains a damages claim against the Defendants seeking in excess of $50,000 resulting from the alleged unconstitutional takings of its Storage Water. The City alleges the takings occurred over a period of years with the first occurrence resulting in damages taking place in 2008. The Defendants argue the City is barred from asserting damages here as a matter of law on the basis it failed to exhaust its administrative remedies.

The doctrine of exhaustion generally requires "that where an administrative remedy is provided by statute, relief must first be sought by exhausting such remedies before the courts will act." *Regan v. Kootenai County*, 140 Idaho 721, 724, 100 P.3d 615, 618 (2004); I.C. § 67-5271(1). Idaho Code § 67-5270 provides for a right of judicial review of an agency action. An "agency action" is defined in part as "an agency's performance of, or failure to perform, any duty placed on it by law." I.C. § 67-5201(4). However, "a person is not entitled to judicial review of an agency action until that person has exhausted all administrative remedies . . . ." I.C. § 67-5271(1).

In this case, the Director has a clear legal duty to distribute water. I.C. § 42-602. The Director may carry out this duty through agents, such as the Water District 01 Watermaster. I.C. § 42-605. Each year, the Watermaster allocates water to the various storage accounts within Palisades Reservoir. To do so, the Watermaster utilizes a preliminary accounting followed by a final accounting of storage. A final storage report is then prepared including "all storage rentals and adjustments combined with the final storage allocations and final storage uses from the final water right accounting." *Concepts, Practices, and Procedures Used to Distribute Water Within Water District #1*, p.148, Tony Olenichak (April 14, 2023).

The Court finds the annual allocation of storage as set forth in the final storage report constitutes an action of the Director. If the City of Pocatello was aggrieved by any of the previous annual storage allocations, it was required to timely file a written petition with the Director stating the grounds for contesting his action and requesting a hearing under Idaho Code § 42-1701A(3):

> Unless the right to a hearing before the director or the water resource board is otherwise provided by statute, any person aggrieved by any action of the director, including any decision, determination, order or other action, including action upon any application for a permit, license, certificate, approval, registration, or similar form of permission required by law to be issued by the director, who is aggrieved by the action of the director, and who has not previously been afforded an opportunity for a hearing on the matter shall be entitled to a hearing before the director to contest the action. The person shall file with the director, within fifteen (15) days after receipt of written notice of the action issued by the director, or receipt of actual notice, a written petition stating the grounds for contesting the action by the director and requesting a hearing. The director shall give such notice of the petition as is necessary to provide other affected persons an opportunity to participate in the proceeding. The hearing shall be held and conducted in accordance with the provisions of subsections (1) and (2) of this section. Judicial review of any final order of the director issued following the hearing shall be had pursuant to subsection (4) of this section.

I.C. § 42-1701A(3). Such a written petition was required to be filed within fifteen (15) days following the City's actual notice of any annual final storage report applying the last-to-fill procedure to its storage allocation. *Id.*

The Court finds the City had an administrative remedy available to it under Idaho Code § 42-1701A(3) in any previous year where it was aggrieved by the application of the last-to-fill provision to the Storage Water in the final storage report. The record establishes this administrative remedy has not been exhausted by the City. The policy considerations underlying the doctrine of exhaustion require that the Director be given the opportunity to address the issues raised by the City of Pocatello pertaining to his allocation of storage prior to this Court. It is the Director and his agency that must develop the factual and evidentiary record on this issue. Both the Idaho Supreme Court and the U.S. Supreme Court have instructed that "the focal point for judicial review should be the administrative record already in existence, not some new record made initially in the reviewing court." *See e.g., Regan*, 140 Idaho at 725, 100 P.3d at 619 (citing *Camp v. Pitts*, 411 U.S. 138, 142, 93 S.Ct. 1241, 1244, 36 L.Ed.2d 106, 111 (1973)). Since there has been no administrative hearing or proceeding before the Director at this time pertaining to

his allocation of storage in Palisades Reservoir in any given year, there is no factual or evidentiary record for the Court to review.

The City argues that it need not exhaust administrative remedies where the agency has acted outside of it authority. For the reasons set forth herein, the Court finds this exception does not apply because the Court has not found the Defendants have acted outside of their authority. Since the City has an adequate administrative remedy available to it which has not been exhausted, its unconstitutional takings claims and related damages claims must be dismissed. *See e.g., Regan*, 140 Idaho at 724, 100 P.3d at 618 ("if a claimant fails to exhaust administrative remedies, dismissal of the claim is warranted"). It follows the Defendants' Cross-Motion for Summary Judgment must be granted on this issue.

IV.
ORDER

THEREFORE, BASED ON THE FOREGOING, THE FOLLOWING ARE HEREBY ORDERED:

1. The City of Pocatello's Motion for Partial Summary Judgment is hereby denied.
2. The Defendants' Cross-Motion for Summary Judgment is hereby granted.

IT IS SO ORDERED.

Dated 1/10/24 .

ERIC J. WILDMAN
District Judge

CERTIFICATE OF SERVICE

I certify that on this day I served a copy of the attached to:

Garrick Baxter Ann Yribar garrick.baxter@idwr.idaho.gov ann.yribar@ag.idaho.gov	[X] By E-mail
Sarah Klahn Maximilian Bricker sklahn@somachlaw.com mbricker@somachlaw.com	[X] By E-mail
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Dated: 1/10/2024 10:41 AM

Clerk of the Court

By Pam Schulz
Deputy Clerk
Pam Schulz

RECEIVED
Feb 18, 2025
DEPARTMENT OF
WATER RESOURCES

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Attorneys for Petitioner City of Pocatello

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**DECLARATION OF ADELHEID M. NETTER IN SUPPORT OF CITY OF POCATELLO'S MOTION FOR SUMMARY JUDGMENT**

I, ADELHEID M. NETTER, hereby declare and state as follows:

1. I am over the age of 18 and state the following based on my personal knowledge and professional expertise.

2. If called as a witness, I could testify about the subject matter discussed herein.

3. I am a Professional Hydrologist and work at Spronk Water Engineers, Inc. in Denver, Colorado.

4. As a consultant, I have worked on water rights-related matters for the City of Pocatello ("Pocatello" or "City") since 2010.

5. In my work for Pocatello, I have been involved in reviewing and advising the City on Water District No. 01's ("WD01") storage accounting and application of

Procedure 7.3 (a/k/a the Last-to-Fill ("LTF") Rule), among other Rental Pool Procedures, particularly as to how they affect Pocatello's annual allocations of stored water from WD01.

6. On November 16, 2023, I submitted an affidavit in support of Pocatello's motion for partial summary judgment in the action where Pocatello brought a facial challenge to the LTF Rule.

7. In preparation for this testimony, I have reviewed the following documents:

a. WD01's Final Storage Reports from the years 2020-2022.

b. WD01's 2023 Final Storage Report ("Report") dated April 5, 2024, a true and correct copy of which is attached hereto as Exhibit 1.

c. WD01's 2023 Rental Pool Procedures, a true and correct copy of which is attached hereto as Exhibit 2.

d. WD01's Concepts, Practices, and Procedures Used to Distribute Water Within Water District #1 (a/k/a the "Water Accounting Manual"), a true and correct copy of which is attached hereto as Exhibit 3.

e. The Partial Decree associated with Water Right No. 01-2068, a true and correct copy of which is attached hereto as Exhibit 4.

f. The License associated with Water Right No. 01-10401, a true and correct copy of which is attached hereto as Exhibit 5.

8. In analyzing how WD01's application of the LTF Rule in 2023 affected the allocation of stored water that Pocatello received from WD01 in that year, I found the following:

a. In 2023, WD01 applied the LTF Rule against 2,396 acre-feet ("AF") of Pocatello's 50,000 AF of total space in Palisades Reservoir, leaving 47,604 AF of Pocatello's space to be filled in priority. *See* Report at 13, 14.

b. The 909,224 AF of space associated with Water Right No. 01-2068 that was not made LTF (out of the 940,400 AF of total space) filled completely in 2023 in priority. *Id.* at 1.

c. The 232,566 AF of space that was made LTF did not fill at all in 2023. *Id.*

d. Had WD01 not made 2,396 AF of Pocatello's space LTF, but allocated stored water to that space in accordance with its 1939 priority date, that 2,396 AF of space would have filled completely. *See id.* (the fact that space that is junior to the space associated with Water Right No. 01-2068, such as the space associated with Water Right No. 01-10401, which has a 2002 priority date, filled by more than 2,396 AF (all 9,990 AF of the space that was not made LTF filled in priority) shows that Pocatello's 2,396 AF of space would have filled completely had the Watermaster allocated water to it in priority).

e. Because 2,396 AF of Pocatello's space was made LTF, WD01 only allocated Pocatello 46,590 AF of stored water in 2023 (47,604 AF minus Pocatello's share of the evaporative losses). *Id.* at 27.

9. Based on the foregoing, and my understanding of how WD01 allocates water when applying the LTF Rule, it is my professional opinion that, had WD01 allocated

stored water to Pocatello's 50,000 AF of space in priority rather than making 2,396 AF of it LTF, Pocatello would have received a higher allocation of stored water in 2023 (50,000 AF minus Pocatello's share of the evaporative losses).

10. Because I understand that the amount of water that Pocatello was shorted, or the amount of water to which it is entitled but was deprived, is not a material fact at this stage of the proceedings, I will not opine as to the magnitude of this amount, but will reserve such testimony for the appropriate time.

11. Since the time of my initial analysis in April 2024, WD01 has issued an updated version of the Report dated May 22, 2024 ("Updated Report"), a true and correct copy of which is attached hereto as Exhibit 6. The Updated Report contains slightly different numbers than the values in this declaration. In the Updated Report, Pocatello's LTF space decreased to 2,382 AF (- 14 AF), and Pocatello's allocation, after evaporative losses, increased to 46,604 AF (+ 14 AF). These changes are minor, and my findings and conclusions herein otherwise remain the same.

I declare under penalty of perjury under the laws of the State of Idaho that the foregoing

is true and correct.

DATED this 18th day of February 2025.

/s Adelheid M. Netter
Adelheid M. Netter, P.H.

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of February 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

IDAHO DEPARTMENT OF WATER RESOURCES Director Mathew Weaver Sarah Tschohl Mathew.weaver@idwr.idaho.gov sarah.tschohl@idwr.idaho.gov file@idwr.idaho.gov
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Sarah A. Klahn, ISB No. 7928

EXHIBIT 1

WD01's 2023 Final Storage Report

(April 5, 2024)

2023 SNAKE RIVER STORED WATER BY RESERVOIR

(ACRE-FEET)

RESERVOIR	SPACE	FILL	BLK LOSS & EVAP	YIELD
JACKSON LAKE	814902.9	814902.9	17359.0	797543.9
PALISADES	909224.2	909224.2	19368.3	889855.9
PALISADES WWS	255707.5	255707.5	5447.1	250260.4
HENRYS LAKE	88864.5	88864.5	1893.0	86971.5
ISLAND PARK	148190.8	148190.8	3156.8	145034.0
GRASSY LAKE	0.0	0.0	0.0	0.0
RIRIE	75500.0	75500.0	1608.3	73891.7
AMERICAN WWS	156830.0	156830.0	3340.8	153489.2
AMERICAN FALLS	1505517.4	1505517.4	32070.5	1473446.9
LAKE WALCOTT	95200.0	95200.0	2027.9	93172.1
RENTAL LTF	232566.1	0.0	0.0	0.0
PALISADES PWRH	9990.0	9990.0	212.8	9777.2
SUB TOTAL	4292493.4	4059927.3	86484.5	3973442.8
MILNER	37000.0	37000.0	0.0	37000.0
TOTAL	4329493.4	4096927.3	86484.5	4010442.8

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

IRWIN TO LORENZO

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13010500	JACKSON LAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032450	PALISADES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032510	P BYRD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032515	BOY SCOUT PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032520	A ROSTAD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032920	R ROSE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033010	PALISADES CNL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033643	J FLEMING	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033650	MERT OGDEN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033660	LYNN DIXON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033698	J CHICK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13034460	L JACOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037305	I SPAULDING	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037490	B FOSTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037505	ANDERSON (1A)	7318	18260	0	11790	0	0	0	0	0	12946	0	1480	0	0	51794.0
13037510	M & M CATTLE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037855	M NEWBY #1(2A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037860	M NEWBY #2(2B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037880	M NEWBY #3(2C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037975	EAGLE ROCK(1B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037980	FARMERS FRIEND	2000	5590	0	3810	0	0	0	0	0	0	0	0	0	0	11400.0
13037985	ENTERPRIZE	8565	17930	0	1820	0	0	0	0	0	8779	0	2687	0	0	39781.0
13037997	C HICKMAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038025	BUTLER ISLAND	0	0	0	250	0	0	0	0	0	0	0	0	0	0	250.0
13038030	ROSS AND RAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038055	HARRISON	11943	18860	0	4640	0	0	0	0	0	11832	0	0	0	0	47275.0
13038075	G SCOTT #1(3A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038079	J BROWN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038081	G SCOTT #2(3B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038084	SUBDIV PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038085	RUDY	3530	13700	0	2000	0	0	0	0	0	2606	0	0	0	0	21836.0
13038090	LOWDER SLOUGH	1040	1200	0	400	0	0	0	0	0	0	0	0	0	0	2640.0
13038098	KITE & NORD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038110	BURGESS (4A)	10603	22747	0	8000	0	0	0	0	0	9343	0	653	0	0	51346.0
13038113	M H HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038115	CLARK & ED(5A)	0	140	0	660	0	0	0	0	0	0	0	0	0	0	800.0
13038145	CROFT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038146	MILLER PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038147	J EDWARDS (5D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038148	G HOLMAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038149	G MUMA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

IRWIN TO LORENZO

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE	AM WWS	AM FLS	L WLCT	RN LTF	PL PWR	RENTAL	TOTAL
13038150	EAST LABELLE	0	0	0	800	0	0	0	0	0	0	0	0	0	0	800.0
13038151	B GROVER (5B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038180	RIGBY	0	4850	0	1450	0	0	0	0	0	0	0	0	0	0	6300.0
13038183	K FOSTER (5C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038201	WHITE ISLAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038204	DILTS LAT (6B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038205	DILTS (6A)	511	940	0	260	0	0	0	0	0	871	0	0	0	0	2582.0
13038210	ISLAND (30A)	0	3390	0	1310	0	0	0	0	0	0	0	0	0	0	4700.0
13038225	W LBL&LG I(7A)	0	6000	0	0	0	0	0	0	0	0	0	0	0	0	6000.0
13038305	PARKS & LEWSVL	0	2950	0	2550	0	0	0	0	0	0	0	0	0	0	5500.0
13038315	NORTH RIGBY	0	660	0	540	0	0	0	0	0	0	0	0	0	0	1200.0
13038340	WHITE DTCH(7B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038352	D PHILLIPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038356	VON BARON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038360	BRAMWELL (8A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038362	ELLIS (30B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038365	FRESH PAC (8B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038371	J T JONES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038372	C JONES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038375	A ZOHNER (7D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038376	GNEITING (36B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038382	W DABELL (7E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038384	D STOKER (7C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038385	SKAAR PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038386	J N ERICKSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038388	MATTSON-CRAIG	0	1290	0	0	0	0	0	0	0	0	0	0	0	0	1290.0
13038392	SUNNYDELL(29A)	3835	4920	0	1380	0	0	0	0	0	0	0	165	0	0	10300.0
13038393	B COVINGTON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038405	T PARKINSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038410	R GROVER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038415	BYBEE PMP(29B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038417	D CHENEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038422	L ROBINSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038426	LENROOT	5234	6320	0	1530	0	0	0	0	0	3805	0	0	0	0	16889.0
13038428	R BURNS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038431	REID	1472	1220	0	1930	0	0	0	0	0	2507	0	0	0	0	7129.0
13038434	TEXAS & LIBRTY	0	1420	0	3280	0	0	0	0	0	0	0	0	0	0	4700.0
13038435	BANNOCK JIM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038436	HILL PETTINGER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038437	NELSON COREY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038438	L HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
	TOTAL	56051	132387	0	48400	0	0	0	0	0	52689	0	4985	0	0	294512.0

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

LORENZO TO BLACKFOOT

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13056501	BEAVER DICK	0	0	0	0	0	99	0	0	0	0	0	0	0	98.6
13057012	L HARTERT(20B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057013	GUNDERSON(20C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057014	MILR-BARN(20D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057021	BTTE SLGH(20E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057025	BTTE-MKTL(20A)	2695	36750	0	6162	0	0	0	0	0	4591	0	1088	0	0	51286.0
13057030	BEAR TRAP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057038	WALKER FARMS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057046	M TOMCHAK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057090	A WILDE PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057091	K ALBERTSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057097	N FULLMER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057105	D BOYCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057106	B TOMCHAK #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057108	B TOMCHAK #3	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057113	RHODEHOUSE (20	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057114	STIENKE-MURDOC	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057115	L CARLSON N(4B	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057116	B TOMCHAK #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057117	L CARLSON S(4C	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057118	H BROWN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057119	OSGOOD GR PMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057120	KINGSTON NTH	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057121	G OFFUT (4D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057122	KINGSTON STH	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057123	BEAR ISL NORTH	55	0	0	0	0	0	0	0	0	100	0	0	0	0	155.0
13057124	BEAR ISL WEST	55	0	0	0	0	0	0	0	0	87	0	0	0	0	142.0
13057125	OSGOOD	7771	0	0	0	0	0	0	0	0	3675	0	255	0	0	11701.0
13057126	CLEMENTS	196	0	0	0	0	0	0	0	0	70	0	0	0	0	266.0
13057130	KENNEDY	200	0	0	0	0	0	0	0	0	0	0	0	0	0	200.0
13057135	GREAT WST(21A)	20887	26847	0	10920	0	0	0	0	0	27290	0	3212	0	0	89156.0
13057139	G ELLSWORTH (4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057140	L HANSEN E(4E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057141	A ZOHNER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057143	M BOAM (4F)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057144	R MACKAY (4G)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057145	IDAHO (33A)	13230	40551	0	12191	0	0	0	0	0	22542	0	6058	0	0	94572.0
13057146	MORTMER P(33B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057147	SCHWIEDER PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057148	D & A PUMP (33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057149	JOHNSN PMP (4J	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057250	PORTER (21B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

LORENZO TO BLACKFOOT

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13059050	IDAHO FLS POWR	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059490	IF MONROC LYON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059505	WOODVILLE(22A)	3491	4910	0	764	0	0	0	0	0	5948	0	327	0	15439.0
13059510	WDVL PMP1(22B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059513	MULBERRY PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059515	WDVL PMP2(22C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059520	WDVL SIPH(22D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059523	GEM LAKE WILDL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059525	SNKE R VY(23A)	26612	23637	0	7700	0	0	0	0	0	25942	0	7577	0	91467.0
13060050	A CORBETT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060055	P HILL (23B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060500	RESERV MITIG	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060501	RESERVATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060505	OXBOW PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061430	BLACKFOOT	7123	0	0	4050	0	0	0	0	0	12558	0	247	0	23978.0
13061520	NEW LAVSD(24A)	0	9570	0	2180	0	0	0	0	0	0	0	0	0	11750.0
13061521	ADAMS STH(25B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061523	ADAMS NTH(25C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061525	PEOPLES (25A)	19124	28460	0	6540	0	0	0	0	0	21070	0	1241	0	76435.0
13061610	ABERDEEEN	68976	118242	0	22860	0	0	0	0	0	52263	0	3904	0	266244.0
13061625	SWID	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061650	CORBETT	1961	4120	0	1977	0	0	0	0	0	3175	0	370	0	11603.0
13061670	NIELSON-HANSEN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061677	R LAMBERT(26B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061685	LAVSD PMPS(24B	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061705	RIVERSIDE(26A)	0	320	0	1155	0	0	0	0	0	0	0	25	0	1500.0
13061995	DANSKIN	0	170	0	1983	0	0	0	0	0	0	0	197	0	2350.0
13062050	TREGO	758	2620	0	580	0	0	0	0	0	1293	0	0	0	5251.0
13062051	JENSEN GROVE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062503	WEARYRICK	0	20	0	506	0	0	0	0	0	0	0	74	0	600.0
13062504	WADSWORTH(32A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062505	WADSWORTH(32B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062506	WATSON	0	1102	0	929	0	0	0	0	0	0	0	25	0	2056.0
13062507	PARSONS	0	825	0	120	0	0	0	0	0	0	0	49	0	994.0
	TOTAL	173134	298143	0	80616	0	99	0	0	0	180604	0	24648	0	757243.6

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

BLACKFOOT TO MILNER

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE	AM WWS	AM FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13069569	J RANDALL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13075800	PORTNEUF RENTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13075900	FT HALL MICHAU	0	83900	0	0	0	0	0	0	0	46931	0	0	0	130831.0
13076400	FALLS IRRIGATI	0	40160	0	0	0	0	0	0	0	22925	0	740	0	63825.0
13076500	AMERICAN FALLS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13076751	AMERICAN F LTF	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077652	M OSBORN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077755	CALL FARMS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077775	R EVANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13080000	MINIDKA N(27A)	171733	25319	0	5328	0	0	0	0	0	82216	63308	18650	0	366554.0
13080500	MINIDKA S(27B)	0	36528	0	2672	0	0	0	0	0	155395	31892	0	0	226487.0
13081000	LAKE WALCOTT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13081400	MINIDOKA POWER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13081750	LHC PROP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084590	L LEBSACK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084598	MID MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084599	MILNER MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084610	LAW-KER FAMRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084640	BURLEY GC	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084650	CITY OF BURLEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084655	SIMPLOT FTLZR	0	2500	0	0	0	0	0	0	0	0	0	0	0	2500.0
13084690	AMALGA SUGAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084691	JACKSON 4K	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084710	R TILLEY PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084720	MILLERCOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084725	K SANDMANN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085270	H SCHODDE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085275	PR ENT #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085300	PR ENT #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085350	SWID PUMPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085390	P HOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085400	V HOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085500	A & B IRR DIST	0	90800	0	0	0	0	0	0	0	45955	0	871	0	137626.0
13085800	PA LATERL(28B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086000	MILNER IRRIG	0	44500	0	0	0	0	0	0	0	44951	0	0	0	89451.0
13086510	A LATERL (28C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086512	J BRUNE (28D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086520	NS XCUT (28E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086530	RES DIST #2	0	0	0	0	0	0	0	0	0	393550	0	0	0	393550.0
13087000	NRTHSDE TF(28A	312007	0	0	115512	0	0	0	0	9248	422043	0	1088	0	859898.0
13087500	TWIN FALLS SOU	96095	0	0	0	0	0	0	0	147582	1165	0	1088	0	245930.0
	TOTAL	579835	323707	0	123512	0	0	0	0	1568301	215131	95200	22437	0	2516652.0

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

MAIN STEM HENRYS FRK

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13039000	HENRYS LAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13042000	ISLAND PARK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13042600	ASHTON POWER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045655	G MAROTZ	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045675	N FK HIGHLANDS	0	0	0	0	0	57	0	0	0	0	0	0	0	56.9
13045705	F HOWELL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045710	S BOLLAERT	0	0	0	0	0	102	0	0	0	0	0	0	0	101.6
13045721	F VANDERSLOOT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045724	F VANDERSLOOT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045727	F VANDERSLOOT	0	0	0	0	0	102	0	0	0	0	0	0	0	101.6
13045755	T HOLCOMB	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045780	R LEE	0	0	0	0	0	42	0	0	0	0	0	0	0	41.7
13045805	Z EGBERT 1(9B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045807	R RITCHEY	0	0	0	0	0	46	0	0	0	0	0	0	0	46.1
13045810	N MLLER 1(10A)	0	0	0	0	0	105	0	0	0	0	0	0	0	104.6
13045811	N MLLER 2(10B)	0	0	0	0	0	91	0	0	0	0	0	0	0	91.4
13045813	Z EGBERT #2	0	0	0	0	0	142	0	0	0	0	0	0	0	142.2
13045823	R D BAKER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045829	D PHELPS (9C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045849	D SEELEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045850	TY NEDROW	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045860	Z EGBERT 3(9D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045880	Z EGBERT #4	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045930	Z EGBERT #5	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045940	G NEDROW	0	0	0	0	0	48	0	0	0	0	0	0	0	48.0
13045950	BAKER & NEDROW	0	0	0	0	0	311	0	0	0	0	0	0	0	310.9
13045960	M REYNOLDS #1	0	0	0	0	0	170	0	0	0	0	0	0	0	169.7
13046015	R & C BAUM	0	0	0	0	0	132	0	0	0	0	0	0	0	132.1
13046020	J MCCULLOCH	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046025	M REYNOLDS #2	0	0	0	0	0	98	0	0	0	0	0	0	0	98.0
13046070	A NEDROW #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046072	A NEDROW #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046075	J NEDROW	0	0	0	0	0	312	0	0	0	0	0	0	0	311.9
13046083	V & D KIRKHAM	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046084	D NEDROW	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046086	L FRANSEN(11B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046090	L BRATT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046095	L LOOSLI #1	0	0	0	0	0	4	0	0	0	0	0	0	0	4.1
13046310	DEWEY	0	0	0	0	0	598	0	0	0	0	0	0	0	598.4
13046315	J SEELEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

MAIN STEM HENRYS FRK

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13049550	LAST CHANCE	0	0	0	0	9920	2753	0	0	0	0	0	127	0	0	12800.2
13049560	XCUT TO TETN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13049561	XCUT FAL R(16B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13049705	FARMERS FRIEND	0	0	0	0	0	5109	0	0	0	0	0	0	0	0	5108.7
13049710	TWIN GROVES	0	0	0	0	0	4125	0	0	0	0	0	0	0	0	4124.5
13049725	ST ANTH U(17A)	0	0	0	0	7405	3382	0	0	0	0	0	95	0	0	10881.9
13049805	SALEM UNION CA	0	0	0	0	22092	7888	0	0	0	0	0	282	0	0	30262.1
13050525	EGIN	0	0	0	0	7405	2299	0	0	0	0	0	95	0	0	9798.8
13050530	ST AN U FD(17B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13050535	INDEPENDENT	0	0	0	0	23816	8218	0	0	0	0	0	304	0	0	32338.1
13050545	CONSOLIDATED F	0	0	0	0	18226	8083	0	0	0	0	0	233	0	0	26542.1
	TOTAL	0	0	0	0	88865	44216	0	0	0	0	0	1136	0	0	134215.6

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

FALLS RIVER

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE	AM WWS	AM FLS L	WLCT RN	LTF PL	PWR	RENTAL	TOTAL
13046500	GRASSY LAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047305	YELLOWSTONE	0	0	0	0	0	1637	0	0	0	0	0	0	0	0	1636.8
13047474	ATCHLEY P(9E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047475	MARYSVILLE(9A)	0	0	0	0	0	18021	0	0	0	0	0	0	0	0	18021.4
13047515	F & L GRIFFEL	0	0	0	0	0	203	0	0	0	0	0	0	0	0	203.2
13047565	R BAUM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047568	ORME PLACE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047570	G/6 (9F)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047575	FRMRS OWN(11A)	0	0	0	0	0	6853	0	0	0	0	0	0	0	0	6852.9
13047605	W SCAFE	0	0	0	0	0	102	0	0	0	0	0	0	0	0	101.6
13047615	R STURM #2(9G)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047616	R STURM #1(9H)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047625	M GRIFFEL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047635	L LOOSLI #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047636	C MALOUF	0	0	0	0	0	263	0	0	0	0	0	0	0	0	263.1
13047681	CONANT CNL(12A	0	0	0	0	0	2504	0	0	0	0	0	0	0	0	2504.4
13047710	K NYBORG	0	0	0	0	0	234	0	0	0	0	0	0	0	0	233.7
13047900	BOOM CRK (13A)	0	0	0	0	0	874	0	0	0	0	0	0	0	0	873.7
13048050	ORME CANAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048060	SQUIR P 3(14A)	0	0	0	0	0	244	0	0	0	0	0	0	0	0	243.8
13048070	L ORME PUMP	0	0	0	0	0	142	0	0	0	0	0	0	0	0	141.6
13048080	HARSHBRGR(13B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048255	SQUIR P 1(14B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048265	D ZUNDELL(12B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048275	L LOOSLI 3(15A	0	0	0	0	0	333	0	0	0	0	0	0	0	0	332.7
13048280	L LOOSLI 4(15B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048290	D BUDGE	0	0	0	0	0	122	0	0	0	0	0	0	0	0	121.9
13048350	J HILL (12C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048430	D REYNOLDS	0	0	0	0	0	365	0	0	0	0	0	0	0	0	364.7
13048440	C LOOSLI	0	0	0	0	0	429	0	0	0	0	0	0	0	0	429.0
13048470	T POTTER	0	0	0	0	0	61	0	0	0	0	0	0	0	0	61.0
13048475	ENTERPRISE	5883	0	0	0	0	10351	0	0	0	10024	0	0	0	0	26258.0
13048485	R D MILLER	0	0	0	0	0	169	0	0	0	0	0	0	0	0	169.1
13048551	C ATCHLEY (9I)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048556	W C DAVIS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048560	FALL R CNL(16A	0	0	0	0	0	7896	0	0	0	0	0	0	0	0	7895.6
13048705	CHESTER	0	0	0	0	0	1289	0	0	0	0	0	0	0	0	1288.8
13049008	MCBEE	0	0	0	0	0	22	0	0	0	0	0	0	0	0	21.6
13049010	SILKEY	0	0	0	0	0	165	0	0	0	0	0	0	0	0	164.6
13049015	CURR	0	0	0	0	0	41	0	0	0	0	0	0	0	0	40.6
13049310	RLF PUMP	0	0	0	0	0	81	0	0	0	0	0	0	0	0	81.3
13049490	L LOOSLI #5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13049495	G BLANCHARD	0	0	0	0	0	46	0	0	0	0	0	0	0	0	45.7
	TOTAL	5883	0	0	0	0	52444	0	0	0	10024	0	0	0	0	68350.8

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

TETON RIVER

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE	AM WWS	AM FLS	L WLCT	RN LTF	PL PWR	RENTAL	TOTAL
13053951	SOUTH PIPE(31A	0	0	0	0	0	5661	0	0	0	0	0	0	0	0	5661.2
13053971	J RICKS (31B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054031	BOELKE (31C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054042	CLEMNTSVL(31D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054045	HIBBERT FARMS	0	0	0	0	0	122	0	0	0	0	0	0	0	0	121.9
13054111	R & J BROWN	0	0	0	0	0	1616	0	0	0	0	0	0	0	0	1615.8
13054291	P L STOTT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054420	B PARKINSON	0	0	0	0	0	3607	0	0	0	0	0	0	0	0	3606.7
13054515	CANYON CR CANA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054575	LINDERMAN (31E	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054577	G CRAPO	0	0	0	0	0	31	0	0	0	0	0	0	0	0	30.5
13054590	P STEVENS	0	0	0	0	0	2013	0	0	0	0	0	0	0	0	2013.3
13054705	V SCHWENDIMAN	0	0	0	0	0	3772	0	0	0	0	0	0	0	0	3771.9
13054772	R B RICKS	0	0	0	0	0	38	0	0	0	0	0	0	0	0	38.1
13054801	CANYON CR LAT	0	0	0	0	0	820	0	0	0	0	0	0	0	0	820.4
13054850	SIDDOWAY SHEEP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054940	H BISCHOFF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055030	WILFORD	0	0	0	0	0	3629	0	0	0	0	0	0	0	0	3628.5
13055032	D ALLEN (18B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055033	B TUCKER (18C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055036	B PARKER (18D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055037	SIDWY PMP(18E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055039	MCKINNLEY(18F)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055040	TETON IRR(18A)	0	0	0	0	0	1566	0	0	0	0	0	0	0	0	1566.2
13055042	SIDDOWAY (18G)	0	0	0	0	0	425	0	0	0	0	0	0	0	0	424.7
13055050	PIONEER	0	0	0	0	0	147	0	0	0	0	0	0	0	0	146.8
13055060	STEWART	0	0	0	0	0	476	0	0	0	0	0	0	0	0	476.0
13055193	N BIRCH	0	0	0	0	0	31	0	0	0	0	0	0	0	0	30.5
13055195	B LEAVITT	0	0	0	0	0	91	0	0	0	0	0	0	0	0	91.4
13055205	PINCOCK-BYGTON	0	0	0	0	0	295	0	0	0	0	0	0	0	0	294.6
13055206	B HOLLIST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055210	TETON ISLAND F	0	0	0	0	0	9084	0	0	0	0	0	0	0	0	9083.5
13055245	SALEM UNION B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055263	J HARRIS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055275	ROXANA	0	0	0	0	0	98	0	0	0	0	0	0	0	0	97.6
13055280	ISLAND WARD	0	0	0	0	0	354	0	0	0	0	0	0	0	0	354.3
13055295	SAUREY	0	0	0	0	0	410	0	0	0	0	0	0	0	0	409.5
13055309	CARTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055310	BASS POND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055311	PINCOCK-GARNER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055313	GARDNER-BEDDES	0	0	0	0	0	102	0	0	0	0	0	0	0	0	101.6
13055314	BIGLER SLOUGH	0	0	0	0	0	96	0	0	0	0	0	0	0	0	95.9
13055315	WDMNSE-JSN(19A	0	0	0	0	0	1221	0	0	0	0	0	0	0	0	1221.2
13055319	G GODFREY	0	0	0	0	0	5	0	0	0	0	0	0	0	0	5.1
13055321	R R RICKS	0	0	0	0	0	224	0	0	0	0	0	0	0	0	223.5
13055323	CITY OF REXBUR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

13055325	T BRUNSON(19B)	0	0	0	0	0	84	0	0	0	0	0	0	0	0	84.3
13055327	J S WRIGHT	0	0	0	0	0	32	0	0	0	0	0	0	0	0	31.5
13055328	CMTRY PUMP (35	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055334	REXBURG IRRIG	0	0	0	0	0	4005	0	0	0	0	0	0	0	0	4004.9
13055339	WALTER PND (34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
	TOTAL	0	0	0	0	0	40051	0	0	0	0	0	0	0	0	40051.4

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

WILLOW CREEK

NUMBER	USER	JACKSN PALSDS PL USR	PL WWS HNRY L	ISL PK GRSY L	RIRIE AM WWS	AM FLS L WLCT	RN LTF PL PWR	RENTAL	TOTAL
13057938	LOERTSCHER	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13057950	RIRIE RESRVR	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058015	BOYD FOSTER	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058050	CENTURY HOLDIN	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058090	SCHWENDIMAN	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058105	LOVELL # 1	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058125	FERGUSON	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058145	LOVELL # 2	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058165	W REID #1	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058210	SARGENT & SUMM	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058220	MAX COOPER PUM	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058230	DURTSCHI PUMPS	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058250	W REED #2	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058265	FOSTER-SARGENT	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058270	SPERRY	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058280	BRINKERHOFF	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058290	ORVAL AVERY	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058310	ROY AVERY	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058330	STUCKI PUMPS	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058340	SCHWENDIMAN #2	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058350	O AVERY PUMP	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058370	ROY COOPER SAN	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058380	ROY COOPER WIL	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058508	D KEELER	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058510	PROGRESSIVE SA	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058512	BEAN	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058514	W & O COOPER	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058515	IDAHO FR SAND	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058519	DEMICK	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
13058530	PROGRESSIVE WI	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0
	TOTAL	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
		MISCELLANEOUS													
99999100	POCATELLO CITY	0	47604	0	0	0	0	0	0	0	0	2396	0	0	50000.0
99999150	IWRB	0	5000	0	0	0	0	0	0	0	0	0	0	0	5000.0
99999200	FRE-MAD SNAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999250	WYOMING COMPCT	0	33000	0	0	0	0	0	0	0	0	0	0	0	33000.0
99999300	PALISADES USRS	0	0	53017	560	0	0	0	0	0	0	53	0	0	53630.0
99999350	IDAHO POWER CO	0	0	0	0	0	0	0	0	0	44275	0	0	0	44275.0
99999400	BUREAU OF REC	0	6	0	0	0	0	0	0	0	0	0	169899	9990	0	179895.0
99999410	ARTESIAN IRR	0	0	0	0	0	0	0	0	0	2794	0	0	0	0	2794.0
99999500	SNAKE UNALC BK	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999525	FREE-MAD TRANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999550	FRE-MAD MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999600	F-M UNALLCATED	0	0	0	0	0	11381	0	0	0	0	0	2013	0	0	13394.6
99999700	MITIGATION INC	0	16360	0	2620	0	0	0	75500	0	0	0	5000	0	0	99480.0
99999725	GROUND WTR EX	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999950	MILNER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999990	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
	TOTAL	0	101970	53017	3180	0	11381	0	75500	0	47069	0	179361	9990	0	481468.6

2023 WATER DISTRICT 1 RENTAL LAST TO FILL SPACE FROM ORIGINATING RESERVOIR, BY USER (ACRE-FEET)

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT	TOTAL
13037505	ANDERSON (1A)	1480	0	0	0	0	0	0	0	0	0	0	1480.4
13037985	ENTERPRIZE	2687	0	0	0	0	0	0	0	0	0	0	2687.0
13038110	BURGESS (4A)	0	653	0	0	0	0	0	0	0	0	0	652.9
13038392	SUNNYDELL(29A)	165	0	0	0	0	0	0	0	0	0	0	164.8
13049550	LAST CHANCE	0	0	0	0	127	0	0	0	0	0	0	126.8
13049725	ST ANTH U(17A)	0	0	0	0	95	0	0	0	0	0	0	94.6
13049805	SALEM UNION CA	0	0	0	0	282	0	0	0	0	0	0	282.3
13050525	EGIN	0	0	0	0	95	0	0	0	0	0	0	94.6
13050535	INDEPENDENT	0	0	0	0	304	0	0	0	0	0	0	304.3
13050545	CONSOLIDATED F	0	0	0	0	233	0	0	0	0	0	0	232.9
13057025	BTTE-MKTL(20A)	0	0	0	1088	0	0	0	0	0	0	0	1088.2
13057125	OSGOOD	0	0	0	0	0	0	0	0	0	255	0	254.7
13057135	GREAT WST(21A)	1629	1583	0	0	0	0	0	0	0	0	0	3212.1
13057145	IDAHO (33A)	0	5209	0	849	0	0	0	0	0	0	0	6058.3
13059505	WOODVILLE(22A)	0	0	0	327	0	0	0	0	0	0	0	326.5
13059525	SNKE R VY(23A)	3614	3963	0	0	0	0	0	0	0	0	0	7576.9
13061430	BLACKFOOT	247	0	0	0	0	0	0	0	0	0	0	246.7
13061525	PEOPLES (25A)	1241	0	0	0	0	0	0	0	0	0	0	1240.6
13061610	ABERDEEEN	1727	2176	0	0	0	0	0	0	0	0	0	3903.6
13061650	CORBETT	0	0	0	203	0	0	0	0	0	167	0	370.1
13061705	RIVERSIDE(26A)	0	0	0	25	0	0	0	0	0	0	0	24.7
13061995	DANSKIN	0	0	0	197	0	0	0	0	0	0	0	197.4
13062503	WEARYRICK	0	0	0	74	0	0	0	0	0	0	0	74.0
13062506	WATSON	0	0	0	25	0	0	0	0	0	0	0	24.7
13062507	PARSONS	0	33	0	16	0	0	0	0	0	0	0	49.3
13076400	FALLS IRRIGATI	0	740	0	0	0	0	0	0	0	0	0	740.2
13080000	MINIDKA N(27A)	14297	4353	0	0	0	0	0	0	0	0	0	18649.6
13085500	A & B IRR DIST	0	0	0	0	0	0	0	0	0	871	0	870.6
13087000	NRTHSDE TF(28A	0	0	0	1088	0	0	0	0	0	0	0	1088.2
13087500	TWIN FALLS SOU	1088	0	0	0	0	0	0	0	0	0	0	1088.2
99999100	POCATELLO CITY	0	2396	0	0	0	0	0	0	0	0	0	2395.9
99999300	PALISADES USRS	0	0	53	0	0	0	0	0	0	0	0	52.8
99999400	BUREAU OF REC	3923	157026	0	0	0	0	0	0	0	8950	0	169899.0
99999600	F-M UNALLCATED	0	0	0	0	0	2013	0	0	0	0	0	2013.2
99999700	MITIGATION INC	0	0	0	0	0	0	0	5000	0	0	0	5000.0
	TOTAL	32097	178133	53	3892	1136	2013	0	5000	0	10243	0	232566.1

PART 1

2023 WATER DISTRICT 1 RESERVOIR SPACE BY REACH ASSUMING FULL RESERVOIRS WITHOUT RENTAL POOL(ACRE-FEET)

RIVER REACH	JACKSON	PALISADES	PAL USR	PAL WWS	HENRYS LAKE	ISLAND PARK	GRASSY LAKE
IRWIN TO LORENZO	56050.8	132387.1	0.0	48400.0	0.0	0.0	0.0
LORENZO TO BLACKFOOT	173134.0	298142.9	0.0	80616.3	0.0	98.6	0.0
BLACKFOOT TO MILNER	579835.1	323706.9	0.0	123511.8	0.0	0.0	0.0
MAIN STEM HENRYS FRK	0.0	0.0	0.0	0.0	88864.5	44215.6	0.0
FALLS RIVER	5883.0	0.0	0.0	0.0	0.0	52443.8	0.0
TETON RIVER	0.0	0.0	0.0	0.0	0.0	40051.4	0.0
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MISCELLANEOUS	0.0	101970.1	53017.2	3180.0	0.0	11381.4	0.0
TOTAL	814902.9	856207.0	53017.2	255708.1	88864.5	148190.8	0.0

RIVER REACH	RIRIE	AM WWS	AM FALLS	LAKE WALCOTT	RNT LTF	PAL PWR	RENTAL POOL	TOTAL
IRWIN TO LORENZO	0.0	0.0	52689.0	0.0	4985.1	0.0	0.0	294512.0
LORENZO TO BLACKFOOT	0.0	0.0	180604.0	0.0	24647.8	0.0	0.0	757243.6
BLACKFOOT TO MILNER	0.0	156830.0	1215131.4	95200.0	22436.8	0.0	0.0	2516652.0
MAIN STEM HENRYS FRK	0.0	0.0	0.0	0.0	1135.5	0.0	0.0	134215.6
FALLS RIVER	0.0	0.0	10024.0	0.0	0.0	0.0	0.0	68350.8
TETON RIVER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40051.4
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MISCELLANEOUS	75500.0	0.0	47069.0	0.0	179360.9	9990.0	0.0	481468.6
TOTAL	75500.0	156830.0	1505517.4	95200.0	232566.1	9990.0	0.0	4292494.0

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)
IRWIN TO LORENZO

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13010500	JACKSON LAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032450	PALISADES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032510	P BYRD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032515	BOY SCOUT PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032520	A ROSTAD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032920	R ROSE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033010	PALISADES CNL	0	0	0	0	0	0	0	0	0	0	0	0	125	125.0
13033643	J FLEMING	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033650	MERT OGDEN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033660	LYNN DIXON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033698	J CHICK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13034460	L JACOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037305	I SPAULDING	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037490	B FOSTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037505	ANDERSON (1A)	7162	17871	0	11539	0	0	0	0	0	12670	0	0	4483	53725.1
13037510	M & M CATTLE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037855	M NEWBY #1(2A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037860	M NEWBY #2(2B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037880	M NEWBY #3(2C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037975	EAGLE ROCK(1B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037980	FARMERS FRIEND	1957	5471	0	3729	0	0	0	0	0	0	0	0	17	11174.2
13037985	ENTERPRIZE	8383	17548	0	1781	0	0	0	0	0	8592	0	0	-7270	29033.8
13037997	C HICKMAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038025	BUTLER ISLAND	0	0	0	245	0	0	0	0	0	0	0	0	0	244.7
13038030	ROSS AND RAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038055	HARRISON	11689	18458	0	4541	0	0	0	0	0	11580	0	0	-5000	41267.9
13038075	G SCOTT #1(3A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038079	J BROWN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038081	G SCOTT #2(3B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038084	SUBDIV PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038085	RUDY	3455	13408	0	1957	0	0	0	0	0	2550	0	0	0	21370.8
13038090	LOWDER SLOUGH	1018	1174	0	391	0	0	0	0	0	0	0	0	0	2583.8
13038098	KITE & NORD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038110	BURGESS (4A)	10377	22263	0	7830	0	0	0	0	0	9144	0	0	0	49613.2
13038113	M H HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038115	CLARK & ED(5A)	0	137	0	646	0	0	0	0	0	0	0	0	0	783.0
13038145	CROFT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038146	MILLER PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038147	J EDWARDS (5D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038148	G HOLMAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038149	G MUMA	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)

IRWIN TO LORENZO

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE	AM WWS	AM FLS L	WLCT RN	LTF PL	PWR	RENTAL	TOTAL
13038150	EAST LABELLE	0	0	0	783	0	0	0	0	0	0	0	0	0	0	783.0
13038151	B GROVER (5B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038180	RIGBY	0	4747	0	1419	0	0	0	0	0	0	0	0	0	0	6165.8
13038183	K FOSTER (5C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038201	WHITE ISLAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038204	DILTS LAT (6B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038205	DILTS (6A)	500	920	0	254	0	0	0	0	0	852	0	0	0	0	2527.0
13038210	ISLAND (30A)	0	3318	0	1282	0	0	0	0	0	0	0	0	0	0	4599.9
13038225	W LBL&LG I(7A)	0	5872	0	0	0	0	0	0	0	0	0	0	0	0	5872.2
13038305	PARKS & LEWSVL	0	2887	0	2496	0	0	0	0	0	0	0	0	0	0	5382.8
13038315	NORTH RIGBY	0	646	0	528	0	0	0	0	0	0	0	0	0	0	1174.4
13038340	WHITE DTCH(7B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038352	D PHILLIPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038356	VON BARON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038360	BRAMWELL (8A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038362	ELLIS (30B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038365	FRESH PAC (8B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038371	J T JONES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038372	C JONES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038375	A ZOHNER (7D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038376	GNEITING (36B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038382	W DABELL (7E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038384	D STOKER (7C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038385	SKAAR PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038386	J N ERICKSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038388	MATTSON-CRAIG	0	1263	0	0	0	0	0	0	0	0	0	0	0	0	1262.5
13038392	SUNNYDELL(29A)	3754	4815	0	1351	0	0	0	0	0	0	0	0	0	-334	9585.3
13038393	B COVINGTON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038405	T PARKINSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038410	R GROVER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038415	BYBEE PMP(29B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038417	D CHENEY	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3.0
13038422	L ROBINSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038426	LENROOT	5123	6185	0	1497	0	0	0	0	0	3724	0	0	0	10	16539.2
13038428	R BURNS	0	0	0	0	0	0	0	0	0	0	0	0	0	15	15.0
13038431	REID	1441	1194	0	1889	0	0	0	0	0	2454	0	0	0	894	7871.2
13038434	TEXAS & LIBRTY	0	1390	0	3210	0	0	0	0	0	0	0	0	0	0	4599.9
13038435	BANNOCK JIM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038436	HILL PETTINGER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038437	NELSON COREY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038438	L HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
	TOTAL	54857	129567	0	47369	0	0	0	0	0	51567	0	0	0	-7057	276302.8

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)

LORENZO TO BLACKFOOT

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE	AM WWS	AM FLS L	WLCT RN	LTF PL PWR	RENTAL	TOTAL
13056501	BEAVER DICK	0	0	0	0	0	96	0	0	0	0	0	0	0	96.5
13057012	L HARTERT(20B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057013	GUNDERSON(20C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057014	MILR-BARN(20D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057021	BTTE SLGH(20E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057025	BTTE-MKTL(20A)	2638	35967	0	6031	0	0	0	0	0	4493	0	0	162	49290.5
13057030	BEAR TRAP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057038	WALKER FARMS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057046	M TOMCHAK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057090	A WILDE PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057091	K ALBERTSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057097	N FULLMER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057105	D BOYCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057106	B TOMCHAK #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057108	B TOMCHAK #3	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057113	RHODEHOUSE (20	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057114	STIENKE-MURDOC	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057115	L CARLSON N(4B	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057116	B TOMCHAK #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057117	L CARLSON S(4C	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057118	H BROWN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057119	OSGOOD GR PMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057120	KINGSTON NTH	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057121	G OFFUT (4D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057122	KINGSTON STH	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057123	BEAR ISL NORTH	54	0	0	0	0	0	0	0	0	98	0	0	0	151.7
13057124	BEAR ISL WEST	54	0	0	0	0	0	0	0	0	85	0	0	0	139.0
13057125	OSGOOD	7605	0	0	0	0	0	0	0	0	3597	0	0	0	11202.5
13057126	CLEMENTS	192	0	0	0	0	0	0	0	0	69	0	0	0	260.3
13057130	KENNEDY	196	0	0	0	0	0	0	0	0	0	0	0	0	195.7
13057135	GREAT WST(21A)	20442	26275	0	10687	0	0	0	0	0	26709	0	0	-4478	79635.4
13057139	G ELLSWORTH (4	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057140	L HANSEN E(4E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057141	A ZOHNER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057143	M BOAM (4F)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057144	R MACKAY (4G)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057145	IDAHO (33A)	12948	39687	0	11931	0	0	0	0	0	22062	0	0	-12281	74346.8
13057146	MORTMER P(33B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057147	SCHWIEDER PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057148	D & A PUMP (33	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057149	JOHNSN PMP (4J	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057250	PORTER (21B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)

LORENZO TO BLACKFOOT

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13059050	IDAHO FLS POWR	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059490	IF MONROC LYON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059505	WOODVILLE(22A)	3417	4805	0	747	0	0	0	0	0	5821	0	0	0	14790.6
13059510	WDVL PMP1(22B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059513	MULBERRY PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059515	WDVL PMP2(22C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059520	WDVL SIPH(22D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059523	GEM LAKE WILDL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059525	SNKE R VY(23A)	26045	23133	0	7536	0	0	0	0	0	25389	0	0	-9759	72344.1
13060050	A CORBETT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060055	P HILL (23B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060500	RESERV MITIG	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060501	RESERVATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060505	OXBOW PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061430	BLACKFOOT	6972	0	0	3963	0	0	0	0	0	12290	0	0	-1500	21725.1
13061520	NEW LAVSD(24A)	0	9366	0	2134	0	0	0	0	0	0	0	0	0	11499.7
13061521	ADAMS STH(25B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061523	ADAMS NTH(25C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061525	PEOPLES (25A)	18717	27854	0	6401	0	0	0	0	0	20621	0	0	-4314	69278.6
13061610	ABERDEEEN	67506	115723	0	22373	0	0	0	0	0	51150	0	0	19917	276669.0
13061625	SWID	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061650	CORBETT	1919	4032	0	1935	0	0	0	0	0	3107	0	0	-2170	8823.6
13061670	NIELSON-HANSEN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061677	R LAMBERT(26B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061685	LAVSD PMPS(24B	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061705	RIVERSIDE(26A)	0	313	0	1131	0	0	0	0	0	0	0	0	-50	1393.9
13061995	DANSKIN	0	166	0	1940	0	0	0	0	0	0	0	0	-400	1706.7
13062050	TREGO	742	2564	0	568	0	0	0	0	0	1265	0	0	0	5139.1
13062051	JENSEN GROVE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062503	WEARYRICK	0	20	0	495	0	0	0	0	0	0	0	0	-250	264.8
13062504	WADSWORTH(32A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062505	WADSWORTH(32B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062506	WATSON	0	1079	0	910	0	0	0	0	0	0	0	0	-50	1938.0
13062507	PARSONS	0	807	0	117	0	0	0	0	0	0	0	0	-100	824.6
	TOTAL	169446	291792	0	78898	0	96	0	0	0	176757	0	0	-15273	701716.3

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)

BLACKFOOT TO MILNER

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE	AM WWS	AM FLS	L WLCT	RN LTF	PL PWR	RENTAL	TOTAL
13069569	J RANDALL	0	0	0	0	0	0	0	0	0	0	0	0	0	100	100.0
13075800	PORTNEUF RENTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13075900	FT HALL MICHAU	0	82113	0	0	0	0	0	0	0	45931	0	0	0	-30000	98044.0
13076400	FALLS IRRIGATI	0	39304	0	0	0	0	0	0	0	22437	0	0	0	-6000	55741.0
13076500	AMERICAN FALLS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13076751	AMERICAN F LTF	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077652	M OSBORN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077755	CALL FARMS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077775	R EVANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13080000	MINIDKA N(27A)	168075	24780	0	5215	0	0	0	0	0	80465	61959	0	0	-34300	306193.3
13080500	MINIDKA S(27B)	0	35750	0	2615	0	0	0	0	0	152085	31213	0	0	17901	239563.4
13081000	LAKE WALCOTT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13081400	MINIDOKA POWER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13081750	LHC PROP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084590	L LEBSACK	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084598	MID MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084599	MILNER MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084610	LAW-KER FAMRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084640	BURLEY GC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084650	CITY OF BURLEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084655	SIMPLOT FTLZR	0	2447	0	0	0	0	0	0	0	0	0	0	0	0	2446.7
13084690	AMALGA SUGAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084691	JACKSON 4K	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084710	R TILLEY PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084720	MILLERCOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084725	K SANDMANN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085270	H SCHODDE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085275	PR ENT #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085300	PR ENT #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085350	SWID PUMPS	0	0	0	0	0	0	0	0	0	0	0	0	0	7862	7862.0
13085390	P HOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085400	V HOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085500	A & B IRR DIST	0	88866	0	0	0	0	0	0	0	44976	0	0	0	4500	138342.2
13085800	PA LATERL(28B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086000	MILNER IRRIG	0	43552	0	0	0	0	0	0	0	43993	0	0	0	6050	93595.5
13086510	A LATERL (28C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086512	J BRUNE (28D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086520	NS XCUT (28E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086530	RES DIST #2	0	0	0	0	0	0	0	0	0	385167	0	0	0	48482	433648.4
13087000	NRTHSDE TF(28A	305361	0	0	113051	0	0	0	0	9051	413053	0	0	0	29783	870298.5
13087500	TWIN FALLS SOU	94048	0	0	0	0	0	0	0	144438	1140	0	0	0	1866	241491.7
	TOTAL	567483	316811	0	120881	0	0	0	0	1534891	189247	93172	0	0	46244	2487326.7

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)

MAIN STEM HENRYS FRK

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13039000	HENRYS LAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13042000	ISLAND PARK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13042600	ASHTON POWER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045655	G MAROTZ	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045675	N FK HIGHLANDS	0	0	0	0	0	56	0	0	0	0	0	0	0	55.7
13045705	F HOWELL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045710	S BOLLAERT	0	0	0	0	0	99	0	0	0	0	0	0	0	99.4
13045721	F VANDERSLOOT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045724	F VANDERSLOOT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045727	F VANDERSLOOT	0	0	0	0	0	99	0	0	0	0	0	0	0	99.4
13045755	T HOLCOMB	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045780	R LEE	0	0	0	0	0	41	0	0	0	0	0	0	0	40.8
13045805	Z EGBERT 1(9B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045807	R RITCHEY	0	0	0	0	0	45	0	0	0	0	0	0	0	45.1
13045810	N MLLER 1(10A)	0	0	0	0	0	102	0	0	0	0	0	0	0	102.4
13045811	N MLLER 2(10B)	0	0	0	0	0	89	0	0	0	0	0	0	0	89.5
13045813	Z EGBERT #2	0	0	0	0	0	139	0	0	0	0	0	0	0	139.2
13045823	R D BAKER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045829	D PHELPS (9C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045849	D SEELEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045850	TY NEDROW	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045860	Z EGBERT 3(9D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045880	Z EGBERT #4	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045930	Z EGBERT #5	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045940	G NEDROW	0	0	0	0	0	47	0	0	0	0	0	0	0	47.0
13045950	BAKER & NEDROW	0	0	0	0	0	304	0	0	0	0	0	0	0	304.3
13045960	M REYNOLDS #1	0	0	0	0	0	166	0	0	0	0	0	0	0	166.1
13046015	R & C BAUM	0	0	0	0	0	129	0	0	0	0	0	0	0	129.3
13046020	J MCCULLOCH	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046025	M REYNOLDS #2	0	0	0	0	0	96	0	0	0	0	0	0	0	95.9
13046070	A NEDROW #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046072	A NEDROW #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046075	J NEDROW	0	0	0	0	0	305	0	0	0	0	0	0	0	305.3
13046083	V & D KIRKHAM	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046084	D NEDROW	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046086	L FRANSEN(11B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046090	L BRATT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046095	L LOOSLI #1	0	0	0	0	0	4	0	0	0	0	0	0	0	4.0
13046310	DEWEY	0	0	0	0	0	586	0	0	0	0	0	0	0	585.7
13046315	J SEELEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)

MAIN STEM HENRYS FRK

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13049550	LAST CHANCE	0	0	0	0	9709	2695	0	0	0	0	0	0	-167	12236.4
13049560	XCUT TO TETN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13049561	XCUT FAL R(16B	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13049705	FARMERS FRIEND	0	0	0	0	0	5000	0	0	0	0	0	0	0	4999.9
13049710	TWIN GROVES	0	0	0	0	0	4037	0	0	0	0	0	0	0	4036.6
13049725	ST ANTH U(17A)	0	0	0	0	7248	3310	0	0	0	0	0	0	4516	15073.4
13049805	SALEM UNION CA	0	0	0	0	21621	7720	0	0	0	0	0	0	-373	28968.2
13050525	EGIN	0	0	0	0	7248	2250	0	0	0	0	0	0	-125	9372.5
13050530	ST AN U FD(17B	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13050535	INDEPENDENT	0	0	0	0	23308	8043	0	0	0	0	0	0	263	31614.4
13050545	CONSOLIDATED F	0	0	0	0	17838	7911	0	0	0	0	0	0	-308	25440.8
	TOTAL	0	0	0	0	86971	43274	0	0	0	0	0	0	3806	134051.1

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)

FALLS RIVER

NUMBER	USER	JACKSN PALSDS PL USR	PL WWS HNRY L	ISL PK GRSY L	RIRIE AM WWS	AM FLS L WLCT	RN LTF PL PWR	RENTAL	TOTAL
13046500	GRASSY LAKE	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13047305	YELLOWSTONE	0 0 0	0 0	1602 0	0 0	0 0	0 0	0	1601.9
13047474	ATCHLEY P(9E)	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13047475	MARYSVILLE(9A)	0 0 0	0 0	17638 0	0 0	0 0	0 0	0	17637.5
13047515	F & L GRIFFEL	0 0 0	0 0	199 0	0 0	0 0	0 0	0	198.9
13047565	R BAUM	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13047568	ORME PLACE	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13047570	G/6 (9F)	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13047575	FRMRS OWN(11A)	0 0 0	0 0	6707 0	0 0	0 0	0 0	0	6706.9
13047605	W SCAFE	0 0 0	0 0	99 0	0 0	0 0	0 0	0	99.4
13047615	R STURM #2(9G)	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13047616	R STURM #1(9H)	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13047625	M GRIFFEL	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13047635	L LOOSLI #2	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13047636	C MALOUF	0 0 0	0 0	257 0	0 0	0 0	0 0	0	257.5
13047681	CONANT CNL(12A	0 0 0	0 0	2451 0	0 0	0 0	0 0	0	2451.1
13047710	K NYBORG	0 0 0	0 0	229 0	0 0	0 0	0 0	0	228.7
13047900	BOOM CRK (13A)	0 0 0	0 0	855 0	0 0	0 0	0 0	0	855.1
13048050	ORME CANAL	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13048060	SQUIR P 3(14A)	0 0 0	0 0	239 0	0 0	0 0	0 0	0	238.6
13048070	L ORME PUMP	0 0 0	0 0	139 0	0 0	0 0	0 0	0	138.6
13048080	HARSHBRGR(13B)	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13048255	SQUIR P 1(14B)	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13048265	D ZUNDELL(12B)	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13048275	L LOOSLI 3(15A	0 0 0	0 0	326 0	0 0	0 0	0 0	0	325.6
13048280	L LOOSLI 4(15B	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13048290	D BUDGE	0 0 0	0 0	119 0	0 0	0 0	0 0	0	119.3
13048350	J HILL (12C)	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13048430	D REYNOLDS	0 0 0	0 0	357 0	0 0	0 0	0 0	0	356.9
13048440	C LOOSLI	0 0 0	0 0	420 0	0 0	0 0	0 0	0	419.9
13048470	T POTTER	0 0 0	0 0	60 0	0 0	0 0	0 0	0	59.7
13048475	ENTERPRISE	5758 0 0	0 0	10131 0	0 0	9810 0	0 0	0	25698.6
13048485	R D MILLER	0 0 0	0 0	165 0	0 0	0 0	0 0	0	165.5
13048551	C ATCHLEY (9I)	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13048556	W C DAVIS	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13048560	FALL R CNL(16A	0 0 0	0 0	7727 0	0 0	0 0	0 0	0	7727.4
13048705	CHESTER	0 0 0	0 0	1261 0	0 0	0 0	0 0	0	1261.3
13049008	MCBEE	0 0 0	0 0	21 0	0 0	0 0	0 0	0	21.1
13049010	SILKEY	0 0 0	0 0	161 0	0 0	0 0	0 0	46	207.1
13049015	CURR	0 0 0	0 0	40 0	0 0	0 0	0 0	0	39.7
13049310	RLF PUMP	0 0 0	0 0	80 0	0 0	0 0	0 0	0	79.6
13049490	L LOOSLI #5	0 0 0	0 0	0 0	0 0	0 0	0 0	0	0.0
13049495	G BLANCHARD	0 0 0	0 0	45 0	0 0	0 0	0 0	0	44.7
	TOTAL	5758 0 0	0 0	51327 0	0 0	9810 0	0 0	46	66940.8

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)

TETON RIVER

NUMBER	USER	JACKSN	PALSDS PL	USR PL	WWS HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13053951	SOUTH PIPE(31A	0	0	0	0	5541	0	0	0	0	0	0	0	5540.6
13053971	J RICKS (31B)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054031	BOELKE (31C)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054042	CLEMNTSVL(31D)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054045	HIBBERT FARMS	0	0	0	0	119	0	0	0	0	0	0	0	119.3
13054111	R & J BROWN	0	0	0	0	1581	0	0	0	0	0	0	0	1581.4
13054291	P L STOTT	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054420	B PARKINSON	0	0	0	0	3530	0	0	0	0	0	0	0	3529.9
13054515	CANYON CR CANA	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054575	LINDERMAN (31E	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054577	G CRAPO	0	0	0	0	30	0	0	0	0	0	0	0	29.9
13054590	P STEVENS	0	0	0	0	1970	0	0	0	0	0	0	0	1970.4
13054705	V SCHWENDIMAN	0	0	0	0	3692	0	0	0	0	0	0	0	3691.6
13054772	R B RICKS	0	0	0	0	37	0	0	0	0	0	0	0	37.3
13054801	CANYON CR LAT	0	0	0	0	803	0	0	0	0	0	0	0	802.9
13054850	SIDDOWAY SHEEP	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054940	H BISCHOFF	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055030	WILFORD	0	0	0	0	3551	0	0	0	0	0	0	0	3551.2
13055032	D ALLEN (18B)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055033	B TUCKER (18C)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055036	B PARKER (18D)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055037	SIDWY PMP(18E)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055039	MCKINNLEY(18F)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055040	TETON IRR(18A)	0	0	0	0	1533	0	0	0	0	0	0	111	1644.1
13055042	SIDDOWAY (18G)	0	0	0	0	416	0	0	0	0	0	0	0	415.7
13055050	PIONEER	0	0	0	0	144	0	0	0	0	0	0	0	143.7
13055060	STEWART	0	0	0	0	466	0	0	0	0	0	0	0	465.9
13055193	N BIRCH	0	0	0	0	30	0	0	0	0	0	0	0	29.9
13055195	B LEAVITT	0	0	0	0	89	0	0	0	0	0	0	0	89.5
13055205	PINCOCK-BYGTON	0	0	0	0	288	0	0	0	0	0	0	0	288.3
13055206	B HOLLIST	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055210	TETON ISLAND F	0	0	0	0	8890	0	0	0	0	0	0	0	8890.0
13055245	SALEM UNION B	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055263	J HARRIS	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055275	ROXANA	0	0	0	0	96	0	0	0	0	0	0	0	95.5
13055280	ISLAND WARD	0	0	0	0	347	0	0	0	0	0	0	0	346.8
13055295	SAUREY	0	0	0	0	401	0	0	0	0	0	0	0	400.8
13055309	CARTER	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055310	BASS POND	0	0	0	0	0	0	0	0	0	0	0	78	77.6
13055311	PINCOCK-GARNER	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055313	GARDNER-BEDDES	0	0	0	0	99	0	0	0	0	0	0	0	99.4
13055314	BIGLER SLOUGH	0	0	0	0	94	0	0	0	0	0	0	0	93.9
13055315	WDMNSE-JSN(19A	0	0	0	0	1195	0	0	0	0	0	0	0	1195.2
13055319	G GODFREY	0	0	0	0	5	0	0	0	0	0	0	0	5.0
13055321	R R RICKS	0	0	0	0	219	0	0	0	0	0	0	0	218.7
13055323	CITY OF REXBUR	0	0	0	0	0	0	0	0	0	0	0	0	0.0

13055325	T BRUNSON(19B)	0	0	0	0	0	83	0	0	0	0	0	0	0	0	82.5
13055327	J S WRIGHT	0	0	0	0	0	31	0	0	0	0	0	0	0	0	30.8
13055328	CMTRY PUMP (35	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055334	REXBURG IRRIG	0	0	0	0	0	3920	0	0	0	0	0	0	0	0	3919.6
13055339	WALTER PND (34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
	TOTAL	0	0	0	0	0	39198	0	0	0	0	0	0	0	189	39387.1

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)

WILLOW CREEK

NUMBER	USER	JACKSN PALSDS PL USR	PL WWS HNRY L	ISL PK GRSY L	RIRIE AM WWS	AM FLS L WLCT	RN LTF PL PWR	RENTAL	TOTAL
13057938	LOERTSCHER	0	0	0	0	0	0	0	0.0
13057950	RIRIE RESRVR	0	0	0	0	0	0	0	0.0
13058015	BOYD FOSTER	0	0	0	0	0	0	0	0.0
13058050	CENTURY HOLDIN	0	0	0	0	0	0	1600	1600.0
13058090	SCHWENDIMAN	0	0	0	0	0	0	0	0.0
13058105	LOVELL # 1	0	0	0	0	0	0	0	0.0
13058125	FERGUSON	0	0	0	0	0	0	0	0.0
13058145	LOVELL # 2	0	0	0	0	0	0	0	0.0
13058165	W REID #1	0	0	0	0	0	0	0	0.0
13058210	SARGENT & SUMM	0	0	0	0	0	0	0	0.0
13058220	MAX COOPER PUM	0	0	0	0	0	0	0	0.0
13058230	DURTSCHI PUMPS	0	0	0	0	0	0	0	0.0
13058250	W REED #2	0	0	0	0	0	0	0	0.0
13058265	FOSTER-SARGENT	0	0	0	0	0	0	0	0.0
13058270	SPERRY	0	0	0	0	0	0	0	0.0
13058280	BRINKERHOFF	0	0	0	0	0	0	0	0.0
13058290	ORVAL AVERY	0	0	0	0	0	0	0	0.0
13058310	ROY AVERY	0	0	0	0	0	0	0	0.0
13058330	STUCKI PUMPS	0	0	0	0	0	0	0	0.0
13058340	SCHWENDIMAN #2	0	0	0	0	0	0	0	0.0
13058350	O AVERY PUMP	0	0	0	0	0	0	0	0.0
13058370	ROY COOPER SAN	0	0	0	0	0	0	0	0.0
13058380	ROY COOPER WIL	0	0	0	0	0	0	0	0.0
13058508	D KEELER	0	0	0	0	0	0	0	0.0
13058510	PROGRESSIVE SA	0	0	0	0	0	0	0	0.0
13058512	BEAN	0	0	0	0	0	0	0	0.0
13058514	W & O COOPER	0	0	0	0	0	0	0	0.0
13058515	IDAHO FR SAND	0	0	0	0	0	0	0	0.0
13058519	DEMICK	0	0	0	0	0	0	0	0.0
13058530	PROGRESSIVE WI	0	0	0	0	0	0	0	0.0
	TOTAL	0	0	0	0	0	0	1600	1600.0

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)

										MISCELLANEOUS								
NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR	RENTAL	TOTAL
99999100	POCATELLO CITY	0	46590	0	0	0	0	0	0	0	0	0	0	0	-17866	28724.1
99999150	IWRB	0	4893	0	0	0	0	0	0	0	0	0	0	0	0	4893.5
99999200	FRE-MAD SNAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999250	WYOMING COMPCT	0	32297	0	0	0	0	0	0	0	0	0	0	0	0	32297.0
99999300	PALISADES USRS	0	0	51888	548	0	0	0	0	0	0	0	0	0	-1114	51322.3
99999350	IDAHO POWER CO	0	0	0	0	0	0	0	0	0	43332	0	0	0	0	43331.9
99999400	BUREAU OF REC	0	6	0	0	0	0	0	0	0	0	0	0	9777	150000	159783.1
99999410	ARTESIAN IRR	0	0	0	0	0	0	0	0	0	2734	0	0	0	0	2734.5
99999500	SNAKE UNALC BK	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999525	FREE-MAD TRANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999550	FRE-MAD MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999600	F-M UNALLCATED	0	0	0	0	0	11139	0	0	0	0	0	0	0	131	11270.0
99999700	MITIGATION INC	0	16011	0	2564	0	0	0	73892	0	0	0	0	0	0	92467.4
99999725	GROUND WTR EX	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999950	MILNER	0	0	0	0	0	0	0	0	0	0	0	0	0	416	416.1
99999990	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
	TOTAL	0	99798	51888	3112	0	11139	0	73892	0	46066	0	0	9777	131568	427239.8

PART 2

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)

RIVER REACH	JACKSON	PALISADES	PAL USR	PAL WWS	HENRYS LAKE	ISLAND PARK	GRASSY LAKE
IRWIN TO LORENZO	54856.8	129567.0	0.0	47369.0	0.0	0.0	0.0
LORENZO TO BLACKFOOT	169445.9	291791.9	0.0	78898.4	0.0	96.5	0.0
BLACKFOOT TO MILNER	567483.4	316811.2	0.0	120880.8	0.0	0.0	0.0
MAIN STEM HENRYS FRK	0.0	0.0	0.0	0.0	86971.4	43273.7	0.0
FALLS RIVER	5757.7	0.0	0.0	0.0	0.0	51326.6	0.0
TETON RIVER	0.0	0.0	0.0	0.0	0.0	39198.2	0.0
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MISCELLANEOUS	0.0	99797.9	51887.8	3112.3	0.0	11139.0	0.0
TOTAL	797543.7	837967.9	51887.8	250260.4	86971.4	145034.0	0.0

RIVER REACH	RIRIE	AM WWS	AM FALLS	LAKE WALCOTT	RNT LTF	PAL PWR	RENTAL POOL	TOTAL
IRWIN TO LORENZO	0.0	0.0	51566.6	0.0	0.0	0.0	-7056.6	276302.8
LORENZO TO BLACKFOOT	0.0	0.0	176756.8	0.0	0.0	0.0	-15273.1	701716.3
BLACKFOOT TO MILNER	0.0	153489.1	1189246.7	93172.1	0.0	0.0	46243.5	2487326.7
MAIN STEM HENRYS FRK	0.0	0.0	0.0	0.0	0.0	0.0	3805.9	134051.1
FALLS RIVER	0.0	0.0	9810.5	0.0	0.0	0.0	46.0	66940.8
TETON RIVER	0.0	0.0	0.0	0.0	0.0	0.0	188.9	39387.1
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	1600.0	1600.0
MISCELLANEOUS	73891.7	0.0	46066.3	0.0	0.0	9777.2	131567.6	427239.8
TOTAL	73891.7	153489.1	1473446.9	93172.1	0.0	9777.2	161122.2	4134564.5

TABLE 21. 2023 STORED WATER ACCOUNTS - IRWIN TO LORENZO (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13032510	P BYRD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032515	BOY SCOUT PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032520	A ROSTAD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032920	R ROSE	0.0	0.0	4.1	0.0	0.0	-4.1	4.1	0.0	0.0
13033010	PALISADES CNL	0.0	125.0	347.3	0.0	0.0	-222.3	222.3	0.0	0.0
13033643	J FLEMING	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033650	MERT OGDEN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033660	LYNN DIXON	0.0	0.0	177.1	0.0	0.0	-177.1	177.1	0.0	0.0
13033698	J CHICK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13034460	L JACOBSON	0.0	0.0	140.7	0.0	0.0	-140.7	140.7	0.0	0.0
13037305	I SPAULDING	0.0	0.0	26.0	0.0	0.0	-26.0	26.0	0.0	0.0
13037490	B FOSTER	0.0	0.0	742.8	0.0	0.0	-742.8	742.8	0.0	0.0
13037505	ANDERSON (1A)	49241.8	4483.3	24531.8	0.0	0.0	29193.3	-6513.9	0.0	22679.4
13037510	M & M CATTLE	0.0	0.0	221.3	0.0	0.0	-221.3	221.3	0.0	0.0
13037855	M NEWBY #1(2A)	0.0	0.0	130.5	0.0	0.0	-130.5	130.5	0.0	0.0
13037860	M NEWBY #2(2B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037880	M NEWBY #3(2C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037975	EAGLE ROCK(1B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037980	FARMERS FRIEND	11157.2	17.0	5288.6	0.0	0.0	5885.6	-23.8	0.0	5861.8
13037985	ENTERPRIZE	36303.8	-7270.0	15388.6	0.0	0.0	13645.2	-77.0	0.0	13568.2
13037997	C HICKMAN	0.0	0.0	5.8	0.0	0.0	-5.8	5.8	0.0	0.0
13038025	BUTLER ISLAND	244.7	0.0	42.4	0.0	0.0	202.3	-0.5	0.0	201.8
13038030	ROSS AND RAND	0.0	0.0	38.4	0.0	0.0	-38.4	38.4	0.0	0.0
13038055	HARRISON	46267.9	-5000.0	9054.1	0.0	0.0	32213.8	0.0	0.0	32213.8
13038075	G SCOTT #1(3A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038079	J BROWN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038081	G SCOTT #2(3B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038084	SUBDIV PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038085	RUDY	21370.8	0.0	20161.4	0.0	0.0	1209.4	3285.9	0.0	4495.3
13038090	LOWDER SLOUGH	2583.8	0.0	1046.1	0.0	0.0	1537.7	-5.5	0.0	1532.2
13038098	KITE & NORD	0.0	0.0	45.5	0.0	0.0	-45.5	45.5	0.0	0.0
13038110	BURGESS (4A)	49613.2	0.0	26579.9	0.0	0.0	23033.3	157.9	0.0	23191.2
13038113	M H HILL	0.0	0.0	157.7	0.0	0.0	-157.7	157.7	0.0	0.0
13038115	CLARK & ED(5A)	783.0	0.0	386.5	0.0	0.0	396.5	-1.7	0.0	394.8
13038145	CROFT	0.0	0.0	47.0	0.0	0.0	-47.0	47.0	0.0	0.0
13038146	MILLER PUMP	0.0	0.0	8.2	0.0	0.0	-8.2	8.2	0.0	0.0
13038147	J EDWARDS (5D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038148	G HOLMAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038149	G MUMA	0.0	0.0	5.4	0.0	0.0	-5.4	5.4	0.0	0.0

TABLE 21. CONTINUED

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13038150	EAST LABELLE	783.0	0.0	370.8	0.0	0.0	412.2	-1.7	0.0	410.5
13038151	B GROVER (5B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038180	RIGBY	6165.8	0.0	2441.2	0.0	0.0	3724.6	-13.2	0.0	3711.4
13038183	K FOSTER (5C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038201	WHITE ISLAND	0.0	0.0	213.4	0.0	0.0	-213.4	213.4	0.0	0.0
13038204	DILTS LAT (6B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038205	DILTS (6A)	2527.0	0.0	1574.6	0.0	0.0	952.4	-5.4	0.0	947.0
13038210	ISLAND (30A)	4599.9	0.0	761.6	0.0	0.0	3838.3	-9.8	0.0	3828.5
13038225	W LBL&LG I(7A)	5872.2	0.0	497.2	0.0	0.0	5375.0	-95.9	0.0	5279.1
13038305	PARKS & LEWSVL	5382.8	0.0	3893.0	0.0	0.0	1489.8	-14.8	0.0	1475.0
13038315	NORTH RIGBY	1174.4	0.0	464.8	0.0	0.0	709.6	-2.5	0.0	707.1
13038340	WHITE DTCH(7B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038352	D PHILLIPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038356	VON BARON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038360	BRAMWELL (8A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038362	ELLIS (30B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038365	FRESH PAC (8B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038371	J T JONES	0.0	0.0	3.3	0.0	0.0	-3.3	3.3	0.0	0.0
13038372	C JONES	0.0	0.0	112.9	0.0	0.0	-112.9	112.9	0.0	0.0
13038375	A ZOHNER (7D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038376	GNEITING (36B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038382	W DABELL (7E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038384	D STOKER (7C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038385	SKAAR PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038386	J N ERICKSON	0.0	0.0	1183.4	0.0	0.0	-1183.4	1183.4	0.0	0.0
13038388	MATTSON-CRAIG	1262.5	0.0	324.8	0.0	0.0	937.7	-2.7	0.0	935.0
13038392	SUNNYDELL(29A)	9919.3	-334.0	7076.0	0.0	0.0	2509.3	1080.0	0.0	3589.3
13038393	B COVINGTON	0.0	0.0	839.8	0.0	0.0	-839.8	839.8	0.0	0.0
13038405	T PARKINSON	0.0	0.0	399.6	0.0	0.0	-399.6	399.6	0.0	0.0
13038410	R GROVER	0.0	0.0	76.8	0.0	0.0	-76.8	76.8	0.0	0.0
13038415	BYBEE PMP(29B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038417	D CHENEY	0.0	3.0	17.4	0.0	0.0	-14.4	14.5	0.0	0.1
13038422	L ROBINSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038426	LENROOT	16529.2	10.0	11631.7	0.0	0.0	4907.5	19.3	0.0	4926.8
13038428	R BURNS	0.0	15.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0
13038431	REID	6977.1	894.1	2843.4	0.0	0.0	5027.8	-16.4	0.0	5011.4
13038434	TEXAS & LIBRTY	4599.9	0.0	502.8	0.0	0.0	4097.1	-8.3	0.0	4088.8
13038435	BANNOCK JIM	0.0	0.0	25.4	0.0	0.0	-25.4	25.4	0.0	0.0
13038436	HILL PETTINGER	0.0	0.0	493.4	0.0	0.0	-493.4	493.4	0.0	0.0
13038437	NELSON COREY	0.0	0.0	11.5	0.0	0.0	-11.5	11.5	0.0	0.0
13038438	L HILL	0.0	0.0	78.1	0.0	0.0	-78.1	0.0	78.1	0.0
	TOTAL	283359.4	-7056.6	140429.1	0.0	0.0	135873.7	3096.8	78.1	139048.6

TABLE 22. 2023 STORED WATER ACCOUNTS - LORENZO TO BLACKFOOT (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13056501	BEAVER DICK	96.5	0.0	7.8	0.0	0.0	88.7	0.0	0.0	88.7
13057012	L HARTERT(20B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057013	GUNDERSON(20C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057014	MILR-BARN(20D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057021	BTTE SLGH(20E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057025	BTTE-MKTL(20A)	49128.5	162.0	2170.4	0.0	0.0	47120.1	-104.9	0.0	47015.2
13057030	BEAR TRAP	0.0	0.0	908.6	0.0	0.0	-908.6	908.6	0.0	0.0
13057038	WALKER FARMS	0.0	0.0	124.0	0.0	0.0	-124.0	124.0	0.0	0.0
13057046	M TOMCHAK	0.0	0.0	9.1	0.0	0.0	-9.1	9.1	0.0	0.0
13057090	A WILDE PUMP	0.0	0.0	21.4	0.0	0.0	-21.4	21.4	0.0	0.0
13057091	K ALBERTSON	0.0	0.0	44.2	0.0	0.0	-44.2	44.2	0.0	0.0
13057097	N FULLMER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057105	D BOYCE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057106	B TOMCHAK #1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057108	B TOMCHAK #3	0.0	0.0	230.8	0.0	0.0	-230.8	230.8	0.0	0.0
13057113	RHODEHOUSE (20	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057114	STIENKE-MURDOC	0.0	0.0	16.0	0.0	0.0	-16.0	16.0	0.0	0.0
13057115	L CARLSON N(4B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057116	B TOMCHAK #2	0.0	0.0	0.7	0.0	0.0	-0.7	0.7	0.0	0.0
13057117	L CARLSON S(4C	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057118	H BROWN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057119	OSGOOD GR PMP	0.0	0.0	3.9	0.0	0.0	-3.9	3.9	0.0	0.0
13057120	KINGSTON NTH	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057121	G OFFUT (4D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057122	KINGSTON STH	0.0	0.0	35.7	0.0	0.0	-35.7	35.7	0.0	0.0
13057123	BEAR ISL NORTH	151.7	0.0	69.2	0.0	0.0	82.5	0.0	0.0	82.5
13057124	BEAR ISL WEST	139.0	0.0	28.5	0.0	0.0	110.5	-0.3	0.0	110.2
13057125	OSGOOD	11202.5	0.0	3311.0	0.0	0.0	7891.5	15.0	0.0	7906.5
13057126	CLEMENTS	260.3	0.0	90.6	0.0	0.0	169.7	90.0	0.0	259.7
13057130	KENNEDY	195.7	0.0	305.5	0.0	0.0	-109.8	109.8	0.0	0.0
13057135	GREAT WST(21A)	84113.1	-4477.7	10786.5	0.0	0.0	68848.9	2208.8	0.0	71057.7
13057139	G ELLSWORTH (4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057140	L HANSEN E(4E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057141	A ZOHNER	0.0	0.0	31.0	0.0	0.0	-31.0	31.0	0.0	0.0
13057143	M BOAM (4F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057144	R MACKAY (4G)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057145	IDAHO (33A)	86628.2	-12281.4	2989.7	0.0	0.0	71357.1	-926.6	0.0	70430.5
13057146	MORTMER P(33B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057147	SCHWIEDER PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057148	D & A PUMP (33	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057149	JOHNSN PMP (4J	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057250	PORTER (21B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

TABLE 22. CONTINUED

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13059490	IF MONROC LYON	0.0	0.0	95.5	0.0	0.0	-95.5	95.5	0.0	0.0
13059505	WOODVILLE(22A)	14790.6	0.0	4542.8	0.0	0.0	10247.8	73.4	0.0	10321.2
13059510	WDVL PMP1(22B)	0.0	0.0	99.5	0.0	0.0	-99.5	99.5	0.0	0.0
13059513	MULBERRY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059515	WDVL PMP2(22C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059520	WDVL SIPH(22D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059523	GEM LAKE WILDL	0.0	0.0	23.3	0.0	0.0	-23.3	0.0	23.3	0.0
13059525	SNKE R VY(23A)	82103.1	-9759.0	26899.1	0.0	0.0	45445.0	-699.0	0.0	44746.0
13060050	A CORBETT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060055	P HILL (23B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060500	RESERV MITIG	0.0	0.0	12255.4	0.0	0.0	-12255.4	12255.4	0.0	0.0
13060501	RESERVATION	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060505	OXBOW PUMP	0.0	0.0	138.0	0.0	0.0	-138.0	138.0	0.0	0.0
13061430	BLACKFOOT	23225.1	-1500.0	0.0	0.0	0.0	21725.1	-49.5	0.0	21675.6
13061520	NEW LAVSD(24A)	11499.7	0.0	156.6	0.0	0.0	11343.1	-24.6	0.0	11318.5
13061521	ADAMS STH(25B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061523	ADAMS NTH(25C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061525	PEOPLES (25A)	73592.6	-4314.0	20107.5	0.0	0.0	49171.1	-156.9	0.0	49014.2
13061610	ABERDEEEN	256752.0	19917.0	136906.2	0.0	0.0	139762.8	-547.9	0.0	139214.9
13061625	SWID	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061650	CORBETT	10993.6	-2170.0	80.7	0.0	0.0	8742.9	-23.4	0.0	8719.5
13061670	NIELSON-HANSEN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061677	R LAMBERT(26B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061685	LAVSD PMPS(24B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061705	RIVERSIDE(26A)	1443.9	-50.0	391.8	0.0	0.0	1002.1	-3.1	0.0	999.0
13061995	DANSKIN	2106.7	-400.0	5.6	0.0	0.0	1701.1	-4.5	0.0	1696.6
13062050	TREGO	5139.1	0.0	0.0	0.0	0.0	5139.1	-11.0	0.0	5128.1
13062051	JENSEN GROVE	0.0	0.0	525.0	0.0	0.0	-525.0	525.0	0.0	0.0
13062503	WEARYRICK	514.8	-250.0	0.0	0.0	0.0	264.8	-1.1	0.0	263.7
13062504	WADSWORTH(32A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062505	WADSWORTH(32B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062506	WATSON	1988.0	-50.0	41.1	0.0	0.0	1896.9	-4.2	0.0	1892.7
13062507	PARSONS	924.6	-100.0	0.0	0.0	0.0	824.6	-2.0	0.0	822.6
	TOTAL	716989.4	-15273.1	223452.7	0.0	0.0	478263.6	14476.8	23.3	492763.7

TABLE 23. 2023 STORED WATER ACCOUNTS - BLACKFOOT TO MILNER (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13069569	J RANDALL	0.0	100.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0
13075800	PORTNEUF RENTA	0.0	0.0	668.3	0.0	0.0	-668.3	668.3	0.0	0.0
13075900	FT HALL MICHAU	128044.0	-30000.0	23576.1	0.0	0.0	74467.9	-668.3	0.0	73799.6
13076400	FALLS IRRIGATI	61741.0	-6000.0	15297.1	0.0	0.0	40443.9	-131.7	0.0	40312.2
13077652	M OSBORN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13077755	CALL FARMS	0.0	0.0	271.7	0.0	0.0	-271.7	271.7	0.0	0.0
13077775	R EVANS	0.0	0.0	141.2	0.0	0.0	-141.2	0.0	141.2	0.0
13080000	MINIDKA N(27A)	340493.3	-34300.0	152457.0	0.0	0.0	153736.3	7231.2	0.0	160967.5
13080500	MINIDKA S(27B)	221662.4	17901.0	121254.0	0.0	0.0	118309.4	3195.3	0.0	121504.7
13081750	LHC PROP	0.0	0.0	96.2	0.0	0.0	-96.2	96.2	0.0	0.0
13084590	L LEBSACK	0.0	0.0	77.5	0.0	0.0	-77.5	77.5	0.0	0.0
13084598	MID MISC	0.0	0.0	201.1	0.0	0.0	-201.1	201.1	0.0	0.0
13084599	MILNER MISC	0.0	0.0	234.6	0.0	0.0	-234.6	0.0	234.6	0.0
13084610	LAW-KER FAMRS	0.0	0.0	117.3	0.0	0.0	-117.3	117.3	0.0	0.0
13084640	BURLEY GC	0.0	0.0	641.4	0.0	0.0	-641.4	641.4	0.0	0.0
13084650	CITY OF BURLEY	0.0	0.0	119.4	0.0	0.0	-119.4	119.4	0.0	0.0
13084655	SIMPLOT FTLZR	2446.7	0.0	0.0	0.0	0.0	2446.7	-5.2	0.0	2441.5
13084690	AMALGA SUGAR	0.0	0.0	79.6	0.0	0.0	-79.6	79.6	0.0	0.0
13084691	JACKSON 4K	0.0	0.0	54.0	0.0	0.0	-54.0	54.0	0.0	0.0
13084710	R TILLEY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084720	MILLERCOORS	0.0	0.0	306.2	0.0	0.0	-306.2	306.2	0.0	0.0
13084725	K SANDMANN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085270	H SCHODDE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085275	PR ENT #1	0.0	0.0	81.6	0.0	0.0	-81.6	81.6	0.0	0.0
13085300	PR ENT #2	0.0	0.0	34.5	0.0	0.0	-34.5	34.5	0.0	0.0
13085350	SWID PUMPS	0.0	7862.0	9850.5	0.0	0.0	-1988.5	1988.5	0.0	0.0
13085390	P HOBSON	0.0	0.0	67.2	0.0	0.0	-67.2	67.2	0.0	0.0
13085400	V HOBSON	0.0	0.0	140.6	0.0	0.0	-140.6	140.6	0.0	0.0
13085500	A & B IRR DIST	133842.2	4500.0	46548.9	0.0	0.0	91793.3	-285.8	0.0	91507.5
13085800	PA LATERL(28B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086000	MILNER IRRIG	87545.5	6050.0	38697.6	0.0	0.0	54897.9	2105.2	0.0	57003.1
13086510	A LATERL (28C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086512	J BRUNE (28D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086520	NS XCUT (28E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086530	RES DIST #2	385166.6	48481.8	338375.5	0.0	0.0	95272.9	177.5	0.0	95450.4
13087000	NRTHSDE TF(28A	840515.4	29783.1	510907.9	0.0	0.0	359390.6	-9544.9	0.0	349845.7
13087500	TWIN FALLS SOU	239626.1	1865.6	185664.1	0.0	0.0	55827.6	-5018.3	0.0	50809.3
	TOTAL	2441083.2	46243.5	1446061.1	0.0	0.0	1041265.6	2000.1	375.8	1043641.5

TABLE 24. 2023 STORED WATER ACCOUNTS - MAIN STEM HENRYS FRK (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13045655	G MAROTZ	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045675	N FK HIGHLANDS	55.7	0.0	0.0	0.0	0.0	55.7	0.0	0.0	55.7
13045705	F HOWELL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045710	S BOLLAERT	99.4	0.0	0.0	0.0	0.0	99.4	0.0	0.0	99.4
13045721	F VANDERSLOOT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045724	F VANDERSLOOT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045727	F VANDERSLOOT	99.4	0.0	0.0	0.0	0.0	99.4	0.0	0.0	99.4
13045755	T HOLCOMB	0.0	0.0	12.7	0.0	0.0	-12.7	12.7	0.0	0.0
13045780	R LEE	40.8	0.0	108.2	0.0	0.0	-67.4	0.0	67.4	0.0
13045805	Z EGBERT 1(9B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045807	R RITCHEY	45.1	0.0	0.0	0.0	0.0	45.1	0.0	0.0	45.1
13045810	N MLLER 1(10A)	102.4	0.0	56.9	0.0	0.0	45.5	0.0	0.0	45.5
13045811	N MLLER 2(10B)	89.5	0.0	0.0	0.0	0.0	89.5	0.0	0.0	89.5
13045813	Z EGBERT #2	139.2	0.0	51.9	0.0	0.0	87.3	0.0	0.0	87.3
13045823	R D BAKER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045829	D PHELPS (9C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045849	D SEELEY	0.0	0.0	52.8	0.0	0.0	-52.8	52.8	0.0	0.0
13045850	TY NEDROW	0.0	0.0	12.5	0.0	0.0	-12.5	0.0	12.5	0.0
13045860	Z EGBERT 3(9D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045880	Z EGBERT #4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045930	Z EGBERT #5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045940	G NEDROW	47.0	0.0	0.0	0.0	0.0	47.0	0.0	0.0	47.0
13045950	BAKER & NEDROW	304.3	0.0	0.0	0.0	0.0	304.3	0.0	0.0	304.3
13045960	M REYNOLDS #1	166.1	0.0	0.0	0.0	0.0	166.1	0.0	0.0	166.1
13046015	R & C BAUM	129.3	0.0	2.4	0.0	0.0	126.9	0.0	0.0	126.9
13046020	J MCCULLOCH	0.0	0.0	8.9	0.0	0.0	-8.9	8.9	0.0	0.0
13046025	M REYNOLDS #2	95.9	0.0	1.2	0.0	0.0	94.7	0.0	0.0	94.7
13046070	A NEDROW #1	0.0	0.0	17.5	0.0	0.0	-17.5	17.5	0.0	0.0
13046072	A NEDROW #2	0.0	0.0	19.9	0.0	0.0	-19.9	19.9	0.0	0.0
13046075	J NEDROW	305.3	0.0	88.1	0.0	0.0	217.2	0.0	0.0	217.2
13046083	V & D KIRKHAM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046084	D NEDROW	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046086	L FRANSEN(11B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046090	L BRATT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046095	L LOOSLI #1	4.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	4.0
13046310	DEWEY	585.7	0.0	271.5	0.0	0.0	314.2	0.0	0.0	314.2
13046315	J SEELEY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

TABLE 24. CONTINUED

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13049550	LAST CHANCE	12403.4	-167.0	2744.7	0.0	0.0	9491.7	-20.7	0.0	9471.0
13049560	XCUT TO TETN	0.0	0.0	1827.1	0.0	0.0	-1827.1	0.0	1827.1	0.0
13049561	XCUT FAL R(16B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049705	FARMERS FRIEND	4999.9	0.0	3426.6	0.0	0.0	1573.3	0.0	0.0	1573.3
13049710	TWIN GROVES	4036.6	0.0	3422.1	0.0	0.0	614.5	0.0	0.0	614.5
13049725	ST ANTH U(17A)	10557.5	4515.9	4640.9	0.0	0.0	10432.5	-15.5	0.0	10417.0
13049805	SALEM UNION CA	29341.2	-373.0	8141.4	0.0	0.0	20826.8	-46.1	0.0	20780.7
13050525	EGIN	9497.5	-125.0	185.6	0.0	0.0	9186.9	-15.5	0.0	9171.4
13050530	ST AN U FD(17B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13050535	INDEPENDENT	31351.4	263.0	3030.5	0.0	0.0	28583.9	-49.7	0.0	28534.2
13050545	CONSOLIDATED F	25748.8	-308.0	9099.1	0.0	0.0	16341.7	-38.0	0.0	16303.7
	TOTAL	130245.2	3805.9	37222.5	0.0	0.0	96828.6	-73.7	1907.0	98661.9

TABLE 25. 2023 STORED WATER ACCOUNTS - FALLS RIVER (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13047305	YELLOWSTONE	1601.9	0.0	1317.4	0.0	0.0	284.5	0.0	0.0	284.5
13047474	ATCHLEY P(9E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047475	MARYSVILLE(9A)	17637.5	0.0	12305.1	0.0	0.0	5332.4	0.0	0.0	5332.4
13047515	F & L GRIFFEL	198.9	0.0	160.5	0.0	0.0	38.4	0.0	0.0	38.4
13047565	R BAUM	0.0	0.0	105.3	0.0	0.0	-105.3	0.0	105.3	0.0
13047568	ORME PLACE	0.0	0.0	170.8	0.0	0.0	-170.8	170.8	0.0	0.0
13047570	G/6 (9F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047575	FRMRS OWN(11A)	6706.9	0.0	2194.6	0.0	0.0	4512.3	0.0	0.0	4512.3
13047605	W SCAFE	99.4	0.0	20.6	0.0	0.0	78.8	0.0	0.0	78.8
13047615	R STURM #2(9G)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047616	R STURM #1(9H)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047625	M GRIFFEL	0.0	0.0	140.7	0.0	0.0	-140.7	140.7	0.0	0.0
13047635	L LOOSLI #2	0.0	0.0	126.7	0.0	0.0	-126.7	126.7	0.0	0.0
13047636	C MALOUF	257.5	0.0	155.9	0.0	0.0	101.6	0.0	0.0	101.6
13047681	CONANT CNL(12A	2451.1	0.0	1574.0	0.0	0.0	877.1	0.0	0.0	877.1
13047710	K NYBORG	228.7	0.0	79.7	0.0	0.0	149.0	0.0	0.0	149.0
13047900	BOOM CRK (13A)	855.1	0.0	887.4	0.0	0.0	-32.3	0.0	32.3	0.0
13048050	ORME CANAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048060	SQUIR P 3(14A)	238.6	0.0	525.0	0.0	0.0	-286.4	525.0	0.0	238.6
13048070	L ORME PUMP	138.6	0.0	106.5	0.0	0.0	32.1	0.0	0.0	32.1
13048080	HARSHBRGR(13B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048255	SQUIR P 1(14B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048265	D ZUNDELL(12B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048275	L LOOSLI 3(15A	325.6	0.0	145.6	0.0	0.0	180.0	0.0	0.0	180.0
13048280	L LOOSLI 4(15B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048290	D BUDGE	119.3	0.0	113.0	0.0	0.0	6.3	0.0	0.0	6.3
13048350	J HILL (12C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048430	D REYNOLDS	356.9	0.0	368.9	0.0	0.0	-12.0	0.0	12.0	0.0
13048440	C LOOSLI	419.9	0.0	464.9	0.0	0.0	-45.0	0.0	45.0	0.0
13048470	T POTTER	59.7	0.0	115.8	0.0	0.0	-56.1	0.0	56.1	0.0
13048475	ENTERPRISE	25698.6	0.0	9348.9	0.0	0.0	16349.7	-33.2	0.0	16316.5
13048485	R D MILLER	165.5	0.0	0.0	0.0	0.0	165.5	0.0	0.0	165.5
13048551	C ATCHLEY (9I)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048556	W C DAVIS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048560	FALL R CNL(16A	7727.4	0.0	577.1	0.0	0.0	7150.3	0.0	0.0	7150.3
13048705	CHESTER	1261.3	0.0	321.8	0.0	0.0	939.5	0.0	0.0	939.5
13049008	MCBEE	21.1	0.0	0.0	0.0	0.0	21.1	0.0	0.0	21.1
13049010	SILKEY	161.1	46.0	109.0	0.0	0.0	98.1	0.0	0.0	98.1
13049015	CURR	39.7	0.0	50.9	0.0	0.0	-11.2	0.0	11.2	0.0
13049310	RLF PUMP	79.6	0.0	82.5	0.0	0.0	-2.9	0.0	2.9	0.0
13049490	L LOOSLI #5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049495	G BLANCHARD	44.7	0.0	0.0	0.0	0.0	44.7	0.0	0.0	44.7
	TOTAL	66894.8	46.0	31568.6	0.0	0.0	35372.2	930.0	264.8	36567.0

TABLE 26. 2023 STORED WATER ACCOUNTS - TETON RIVER (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13053951	SOUTH PIPE(31A	5540.6	0.0	4797.3	0.0	0.0	743.3	530.8	0.0	1274.1
13053971	J RICKS (31B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054031	BOELKE (31C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054042	CLEMNTSVL(31D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054045	HIBBERT FARMS	119.3	0.0	119.2	0.0	0.0	0.1	0.0	0.0	0.1
13054111	R & J BROWN	1581.4	0.0	1664.4	0.0	0.0	-83.0	0.0	83.0	0.0
13054291	P L STOTT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054420	B PARKINSON	3529.9	0.0	2900.0	0.0	0.0	629.9	0.0	0.0	629.9
13054515	CANYON CR CANA	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054575	LINDERMAN (31E	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054577	G CRAPO	29.9	0.0	150.9	0.0	0.0	-121.0	0.0	121.0	0.0
13054590	P STEVENS	1970.4	0.0	2715.2	0.0	0.0	-744.8	608.9	135.9	0.0
13054705	V SCHWENDIMAN	3691.6	0.0	3509.4	0.0	0.0	182.2	672.0	0.0	854.2
13054772	R B RICKS	37.3	0.0	481.2	0.0	0.0	-443.9	109.0	334.9	0.0
13054801	CANYON CR LAT	802.9	0.0	1754.5	0.0	0.0	-951.6	833.1	118.5	0.0
13054850	SIDDOWAY SHEEP	0.0	0.0	126.2	0.0	0.0	-126.2	0.0	126.2	0.0
13054940	H BISCHOFF	0.0	0.0	98.1	0.0	0.0	-98.1	0.0	98.1	0.0
13055030	WILFORD	3551.2	0.0	145.5	0.0	0.0	3405.7	0.0	0.0	3405.7
13055032	D ALLEN (18B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055033	B TUCKER (18C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055036	B PARKER (18D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055037	SIDWY PMP(18E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055039	MCKINNLEY(18F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055040	TETON IRR(18A)	1532.8	111.3	111.3	0.0	0.0	1532.8	0.0	0.0	1532.8
13055042	SIDDOWAY (18G)	415.7	0.0	0.0	0.0	0.0	415.7	0.0	0.0	415.7
13055050	PIONEER	143.7	0.0	25.5	0.0	0.0	118.2	0.0	0.0	118.2
13055060	STEWART	465.9	0.0	0.0	0.0	0.0	465.9	0.0	0.0	465.9
13055193	N BIRCH	29.9	0.0	28.0	0.0	0.0	1.9	0.0	0.0	1.9
13055195	B LEAVITT	89.5	0.0	10.1	0.0	0.0	79.4	0.0	0.0	79.4
13055205	PINCOCK-BYGTON	288.3	0.0	16.8	0.0	0.0	271.5	0.0	0.0	271.5
13055206	B HOLLIST	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055210	TETON ISLAND F	8890.0	0.0	3170.2	0.0	0.0	5719.8	0.0	0.0	5719.8
13055245	SALEM UNION B	0.0	0.0	2.8	0.0	0.0	-2.8	0.0	2.8	0.0
13055263	J HARRIS	0.0	0.0	14.2	0.0	0.0	-14.2	0.0	14.2	0.0
13055275	ROXANA	95.5	0.0	24.5	0.0	0.0	71.0	0.0	0.0	71.0
13055280	ISLAND WARD	346.8	0.0	264.6	0.0	0.0	82.2	0.0	0.0	82.2
13055295	SAUREY	400.8	0.0	360.4	0.0	0.0	40.4	0.0	0.0	40.4
13055309	CARTER	0.0	0.0	8.9	0.0	0.0	-8.9	8.9	0.0	0.0
13055310	BASS POND	0.0	77.6	77.6	0.0	0.0	0.0	0.0	0.0	0.0
13055311	PINCOCK-GARNER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055313	GARDNER-BEDDES	99.4	0.0	22.2	0.0	0.0	77.2	0.0	0.0	77.2
13055314	BIGLER SLOUGH	93.9	0.0	93.1	0.0	0.0	0.8	0.0	0.0	0.8

13055315	WDMNSE-JSN(19A	1195.2	0.0	96.0	0.0	0.0	1099.2	0.0	0.0	1099.2
13055319	G GODFREY	5.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	5.0
13055321	R R RICKS	218.7	0.0	67.4	0.0	0.0	151.3	0.0	0.0	151.3
13055323	CITY OF REXBUR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055325	T BRUNSON(19B)	82.5	0.0	0.0	0.0	0.0	82.5	0.0	0.0	82.5
13055327	J S WRIGHT	30.8	0.0	0.0	0.0	0.0	30.8	0.0	0.0	30.8
13055328	CMTRY PUMP (35	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055334	REXBURG IRRIG	3919.6	0.0	1923.8	0.0	0.0	1995.8	0.0	0.0	1995.8
13055339	WALTER PND (34	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	39198.2	188.9	24779.3	0.0	0.0	14607.8	2762.7	1034.6	18405.2

TABLE 27. 2023 STORED WATER ACCOUNTS - WILLOW CREEK (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13057938	LOERTSCHER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058015	BOYD FOSTER	0.0	0.0	824.3	0.0	0.0	-824.3	824.3	0.0	0.0
13058050	CENTURY HOLDIN	0.0	1600.0	1724.8	0.0	0.0	-124.8	124.8	0.0	0.0
13058090	SCHWENDIMAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058105	LOVELL # 1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058125	FERGUSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058145	LOVELL # 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058165	W REID #1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058210	SARGENT & SUMM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058220	MAX COOPER PUM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058230	DURTSCHI PUMPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058250	W REED #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058265	FOSTER-SARGENT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058270	SPERRY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058280	BRINKERHOFF	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058290	ORVAL AVERY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058310	ROY AVERY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058330	STUCKI PUMPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058340	SCHWENDIMAN #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058350	O AVERY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058370	ROY COOPER SAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058380	ROY COOPER WIL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058508	D KEELER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058510	PROGRESSIVE SA	0.0	0.0	41.6	0.0	0.0	-41.6	41.6	0.0	0.0
13058512	BEAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058514	W & O COOPER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058515	IDAHO FR SAND	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058519	DEMICK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058530	PROGRESSIVE WI	0.0	0.0	5722.8	0.0	0.0	-5722.8	5722.8	0.0	0.0
	TOTAL	0.0	1600.0	8313.5	0.0	0.0	-6713.5	6713.5	0.0	0.0

TABLE 28. 2023 STORED WATER ACCOUNTS - MISCELLANEOUS (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
99999100	POCATELLO CITY	46590.0	-17865.9	0.0	0.0	0.0	28724.1	-99.0	0.0	28625.1
99999150	IWRB	4893.5	0.0	0.0	0.0	0.0	4893.5	-10.4	0.0	4883.1
99999200	FRE-MAD SNAKE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999250	WYOMING COMPCT	32297.0	0.0	0.0	0.0	0.0	32297.0	-69.0	0.0	32228.0
99999300	PALISADES USRS	52435.9	-1113.6	0.0	0.0	0.0	51322.3	-18584.5	0.0	32737.8
99999350	IDAHO POWER CO	43331.9	0.0	42778.8	0.0	0.0	553.1	-92.5	0.0	460.6
99999400	BUREAU OF REC	9783.1	150000.0	150000.0	0.0	0.0	9783.1	0.0	0.0	9783.1
99999410	ARTESIAN IRR	2734.5	0.0	0.0	0.0	0.0	2734.5	-2734.5	0.0	0.0
99999500	SNAKE UNALC BK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999525	FREE-MAD TRANS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999550	FRE-MAD MISC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999600	F-M UNALLCATED	11139.0	131.0	0.0	0.0	0.0	11270.0	-4041.1	0.0	7228.9
99999700	MITIGATION INC	92467.4	0.0	0.0	0.0	0.0	92467.4	-12452.9	0.0	80014.5
99999725	GROUND WTR EX	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999950	MILNER	37000.0	416.1	0.0	416.1	416.1	37416.1	2997.1	0.0	40413.2
99999990	OTHER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	332672.2	131567.6	192778.8	416.1	416.1	271461.0	-35086.8	0.0	236374.2

TABLE 29. SUMMARY BY REACH OF 2023 STORED WATER ACCOUNTS IN WATER DISTRICT 1 (ACRE-FEET)

REACH	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
IRWIN TO LORENZO	283359.4	-7056.6	140429.1	0.0	0.0	135873.7	3096.8	78.1	139048.6
LORENZO TO BLACKFOOT	716989.4	-15273.1	223452.7	0.0	0.0	478263.6	14476.8	23.3	492763.7
BLACKFOOT TO MILNER	2441083.2	46243.5	1446061.1	0.0	0.0	1041265.6	2000.1	375.8	1043641.5
MAIN STEM HENRYS FRK	130245.2	3805.9	37222.5	0.0	0.0	96828.6	-73.7	1907.0	98661.9
FALLS RIVER	66894.8	46.0	31568.6	0.0	0.0	35372.2	930.0	264.8	36567.0
TETON RIVER	39198.2	188.9	24779.3	0.0	0.0	14607.8	2762.7	1034.6	18405.2
WILLOW CREEK	0.0	1600.0	8313.5	0.0	0.0	-6713.5	6713.5	0.0	0.0
MISCELLANEOUS	332672.2	131567.6	192778.8	416.1	416.1	271461.0	-35086.8	0.0	236374.2
TOTAL	4010442.3	161122.2	2104605.6	416.1	416.1	2066958.9	-5180.6	3683.7	2065462.0

Irrigation Year 2023 - Storage Rentals and Adjustments (Updated 03/08/2024)

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
13032920	Rod Rose	PWUI					4.1					Cat. 3 Assignment
13033010	Palisades Canal	PWUI					222.3					Cat. 3 Assignment
13033010	Palisades Canal		Adam Korth	100								Common Pool
13033010	Palisades Canal	PWUI	Lynn Dixon		25							Private Lease
13033660	Lynn Dixon	PWUI					177.1					Cat. 3 Assignment
13034460	Lloyd Jacobson	PWUI					140.7					Cat. 3 Assignment
13037305	Ira Spaulding	PWUI					26					Cat. 3 Assignment
13037490	Foster Agro	Idaho Canal						742.8				Idaho Canal Covers This
13037505	Anderson Canal	PWUI					179.7					Cat. 1 Assignment
13037505	Progressive Irrigation	Progressive Willow Creek						-5722.8				Progressive Covers This
13037505	Progressive Irrigation		Bruce Empey	23								Common Pool
13037505	Progressive Irrigation							-824.3				Progressive Exchange Well Pumping
13037505	Progressive								-104.9			Reduction For 2022 Common Pool
13037505	Progressive	IGWA/IWRB/SWC			7800.3							Private Lease
13037505	Progressive	Aberdeen Springfield Canal	AF-Aberdeen GWD		-1079							Private Lease
13037505	Progressive	Aberdeen Springfield Canal	AF-Aberdeen GWD		-2261							Private Lease
13037505	Progressive	Progressive Sand							-41.6			Flood Gaging Issues
13037510	M&M Cattle	PWUI					221.3					Cat. 3 Assignment
13037855	Newby Pumps	PWUI					130.5					Cat. 3 Assignment
13037980	Farmers Friend	PWUI					0					Cat. 1 Assignment
13037980	Farmers Friend		Herman Avery	2								Common Pool
13037980	Farmers Friend		Jesse Hill	15								Common Pool
13037980	Farmers Friend								-23.8			Reduction For 2022 Common Pool
13037985	Enterprize	PWUI					0					Cat. 1 Assignment
13037985	Enterprize	IGWA/IWRB/SWC	Bonneville - Jefferson GWD		-4000							Private Lease
13037985	Enterprize								-77			Reduction For 2022 Common Pool
13037985	Enterprize	IGWA/IWRB/SWC	Bingham GWD		-1670							Private Lease
13037985	Enterprize	Century Holdings	Century Holdings		-1600							Private Lease
13037997	Clarence Hickman	PWUI					5.8					Cat. 3 Assignment
13038025	Butler Island								-0.5			Reduction For 2022 Common Pool
13038030	Ross and Rand	PWUI					38.4					Cat. 3 Assignment
13038055	Harrison	PWUI					0					Cat. 1 Assignment
13038055	Harrison	IGWA/IWRB/SWC	Bingham GWD		-5000							Private Lease
13038085	Rudy	PWUI					3331.5					Cat. 2 Assignment
13038085	Rudy								-45.6			Reduction For 2022 Common Pool
13038090	Lowder	PWUI					0					Cat. 1 Assignment
13038090	Lowder								-5.5			Reduction For 2022 Common Pool
13038098	Kite and Nord	PWUI					45.5					Cat. 3 Assignment
13038110	Burgess Canal	PWUI					157.9					Cat. 1 Assignment
13038113	Merlin Hill	PWUI					157.7					Cat. 3 Assignment
13038115	Clark & Edwards								-1.7			Reduction For 2022 Common Pool
13038145	Croft	PWUI					47					Cat. 3 Assignment
13038146	M Miller	PWUI					8.2					Cat. 3 Assignment
13038149	Gordon Muma	PWUI					5.4					Cat. 3 Assignment
13038150	Labelle Irrigation								-1.7			Reduction For 2022 Common Pool
13038180	Rigby Canal								-13.2			Reduction For 2022 Common Pool
13038201	White Island	West Labelle & Long Island						213.4				Per Letter Dated 06/19/1992
13038205	Dilts								-5.4			Reduction For 2022 Common Pool
13038210	Island Canal								-9.8			Reduction For 2022 Common Pool
13038225	West Labelle & Long Island							-213.4				Per Letter Dated 06/19/1992
13038225	West Labelle & Long Island	PWUI					242.9					Cat. 1 Assignment
13038225	Wes Dabell	PWUI					0					Cat. 3 Assignment
13038225	West Labelle and Long Island								-12.5			Reduction For 2022 Common Pool
13038225	West Labelle & Long Island	Clyde Jones						-112.9				Per Letter Dated 03/20/2014
13038305	Parks and Lewisville								-11.5			Reduction For 2022 Common Pool
13038305	Parks and Lewisville	JT Jones						-3.3				Per Letter Dated 04/28/2023
13038315	North Rigby								-2.5			Reduction For 2022 Common Pool
13038371	JT Jones	Parks and Lewisville						3.3				Per Letter Dated 04/28/2023
13038372	Clyde Jones	Parks and Lewisville						112.9				Per Letter Dated 03/20/2014

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
13038386	J Neal Erickson	PWUI					1183.4					Cat. 3 Assignment
13038388	Mattson-Craig								-2.7			Reduction For 2022 Common Pool
13038392	Sunnydell	PWUI					1141.1					Cat. 1 Assignment
13038392	K Bybee	PWUI					0					Cat. 3 Assignment
13038392	Sunnydell	Lenroot						-40				Per Letter Dated 07/19/2019
13038392	Sunnydell								-21.1			Reduction For 2022 Common Pool
13038392	Sunnydell	IGWA/IWRB/SWC	Bingham GWD		-334							Private Lease
13038393	Covington Brothers						509					Cat. 3 Assignment
13038393	Covington Brothers	Groundwater Exchange Well								330.8		Groundwater Exchange Pumping 13038047
13038405	Tim Parkinson Pump	PWUI					399.6					Cat. 3 Assignment
13038410	R Grover	PWUI					76.8					Cat. 3 Assignment
13038417	D Cheney	PWUI					14.5					Cat. 3 Assignment
13038417	D Cheney Pump		Tyler Hayes	3								Common Pool
13038422	Lyle Robison	PWUI					0					Cat. 3 Assignment
13038426	Lenroot							40				Per Letter Dated 07/19/2019
13038426	Lenroot	PWUI					14.6					Cat. 1 Assignment
13038426	Lenroot								-35.3			Reduction For 2022 Common Pool
13038426	Lenroot		Brian Schow	3								Common Pool
13038426	Lenroot		Gerald Grover	4								Common Pool
13038426	Lenroot		Mitch Grover	3								Common Pool
13038428	G Burns Pump		Jared Orr	15								Common Pool
13038431	Reid	Texas and Liberty						-1.53				Agreement 10/27/2021
13038431	Reid								-14.9			Reduction For 2022 Common Pool
13038431	Reid	IGWA/IWRB/SWC			894.1							Private Lease
13038434	Texas & Liberty	Reid						1.53				Agreement 10/27/2021
13038434	Texas & Liberty								-9.8			Reduction For 2022 Common Pool
13038435	Bannock Jim	PWUI					25.4					Cat. 3 Assignment
13038436	Hill Pettinger	PWUI					493.4					Cat. 3 Assignment
13038437	Nelson-Corey	PWUI					11.5					Cat. 3 Assignment
13045755	T Holcomb	PWUI					12.7					Cat. 3 Assignment
13045849	Seeley	PWUI					52.8					Cat. 3 Assignment
13046020	McCulloch	PWUI					8.9					Cat. 3 Assignment
13046070	A Nedrow # 1	PWUI					17.5					Cat. 3 Assignment
13046072	Alwyn Nedrow (Electric)	PWUI					19.9					Cat. 3 Assignment
13046075	Jim Nedrow	PWUI										Cat. 3 Assignment
13047305	Yellowstone	PWUI										Cat. 1 Assignment
13047475	Marysville	PWUI										Cat. 1 Assignment
13047568	Orme Place	PWUI					170.8					Cat. 3 Assignment
13047625	Mary Griffel	PWUI					140.7					Cat. 3 Assignment
13047635	Loosli	PWUI					126.7					Cat. 3 Assignment
13048060	Squirrel Creek Pmps							525				Indian/Bergman Storage Release
13048475	Enterprise								-33.2			Reduction For 2022 Common Pool
13049010	Silkey	IGWA/IWRB/SWC			46							Private Lease
13049550	Last Chance								-20.7			Reduction For 2022 Common Pool
13049550	LAST CHANCE	IGWA/IWRB/SWC	Henrys Fork GWD		-167.0							Private Lease
13049725	St. Anthony Union								-15.5			Reduction For 2022 Common Pool
13049725	ST ANTH U	IGWA/IWRB/SWC	Henrys Fork GWD		-125.0							Private Lease
13049725	St. Anthony Union	IGWA/IWRB/SWC			3840.9							Private Lease
13049725	St. Anthony Union	IGWA/IWRB/SWC			800							Private Lease
13049805	Salem Union								-46.1			Reduction For 2022 Common Pool
13049805	SALEM UNION CA	IGWA/IWRB/SWC	Henrys Fork GWD		-373.0							Private Lease
13050525	Egin								-15.5			Reduction For 2022 Common Pool
13050525	EGIN	IGWA/IWRB/SWC	Henrys Fork GWD		-125.0							Private Lease
13050535	Independent								-49.7			Reduction For 2022 Common Pool
13050535	INDEPENDENT	IGWA/IWRB/SWC	Henrys Fork GWD		-402.0							Private Lease
13050535	Independent	IGWA/IWRB/SWC			665							Private Lease
13050545	Consolidated Farmers								-38			Reduction For 2022 Common Pool
13050545	CONSOLIDATED	IGWA/IWRB/SWC	Henrys Fork GWD		-308.0							Private Lease
13053951	South Pipe	Groundwater Exchange Well								133.6		Groundwater Exchange Pumping 13055316
13053951	South Pipe	Groundwater Exchange Well								151.2		Groundwater Exchange Pumping 13055318
13053951	South Pipe	Groundwater Exchange Well								143		Groundwater Exchange Pumping 13055324

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
13053951	South Pipe	Groundwater Exchange Well								103		Groundwater Exchange Pumping 13055326
13054590	P Stevens	Snake River						369.5				Canyon Creek Natural Flow Delivery
13054590	P Stevens	Groundwater Exchange Well								239.4		Groundwater Exchange Pumping 13054588
13054705	V Schwendiman	Snake River						672				Canyon Creek Natural Flow Delivery
13054772	R Brent Ricks	Snake River						109				Canyon Creek Natural Flow Delivery
13054801	Canyon Creek Lateral Pump	Snake River						493				Canyon Creek Natural Flow Delivery
13054801	Canyon Creek Lateral Pump	Groundwater Exchange Well								340.1		Groundwater Exchange Pumping 13055041
13055040	Teton Irrigation	IGWA/IWRB/SWC			111.3							Private Lease
13055309	Carter	Snake River						8.9				WR ACCT Lag Issue
13055310	Teton Bass Pond			77.6								Common Pool
13057025	Butte Market Lake	PWUI					0					Cat. 1 Assignment
13057025	Butte & Market Lake								-104.9			Reduction For 2022 Common Pool
13057025	Butte & Market Lake		Dennis Snarr	20								Common Pool
13057025	Butte & Market Lake	Butte & Market Lake	Bonneville - Jefferson GWD		-500							Private Lease
13057025	Butte & Market Lake	Butte & Market Lake	Bonneville - Jefferson GWD		500							Private Lease
13057025	Butte & Market Lake	Butte & Market Lake	Bonneville - Jefferson GWD		-620							Private Lease
13057025	Butte & Market Lake	Butte & Market Lake	Bonneville - Jefferson GWD		620							Private Lease
13057025	Butte Market Lake	IGWA/IWRB/SWC			142							Private Lease
13057030	Bear Trap	PWUI					908.6					Cat. 3 Assignment
13057038	Walker Farms	PWUI					124					Cat. 3 Assignment
13057046	Tomchak	PWUI					9.1					Cat. 3 Assignment
13057090	Avon Wilde	PWUI					21.4					Cat. 3 Assignment
13057091	K Albertson	PWUI					44.2					Cat. 3 Assignment
13057108	B Tomchak #3	PWUI					230.8					Cat. 3 Assignment
13057114	Steinke Murdock	PWUI					16					Cat. 3 Assignment
13057116	Tomchak	PWUI					0.7					Cat. 3 Assignment
13057118	Harold Brown	PWUI					0					Cat. 3 Assignment
13057119	Osgood Grain	PWUI					3.9					Cat. 3 Assignment
13057120	David Kingston North	PWUI					0					Cat. 3 Assignment
13057122	David Kingston South	PWUI					35.7					Cat. 3 Assignment
13057124	BEAR ISL WEST						0		-0.3			Reduction For 2022 Common Pool
13057125	Osgood	PWUI					38.9					Cat. 3 Assignment
13057125	Osgood								-23.9			Reduction For 2022 Common Pool
13057126	Clements	PWUI					90.6					Cat. 3 Assignment
13057126	Clements								-0.6			Reduction For 2022 Common Pool
13057130	Kennedy	PWUI					110.2					Cat. 3 Assignment
13057130	Kennedy								-0.4			Reduction For 2022 Common Pool
13057135	New Sweden Irrigation District	PWUI					2825.8					Cat. 1 Assignment
13057135	New Sweden								-179			Reduction For 2022 Common Pool
13057135	Great Western		Roque Trejo	3								Common Pool
13057135	Great Western		Todd L. Jenkins	9								Common Pool
13057135	Great Western		Douglas & Lonie Rial	2								Common Pool
13057135	New Sweden	SJC						-138				3/8/2012
13057135	New Sweden	IF Monroc Lyon						-95.5				New Sweden Covers This
13057135	New Sweden							-99.5				10/24/2022
13057135	New Sweden	IGWA/IWRB/SWC	Bingham GWD		-5009							Private Lease
13057135	New Sweden	IGWA/IWRB/SWC			517.3							Private Lease
13057135	New Sweden	Brown/Rumsey						-105				10/24/2022
13057141	Alan Zohner	PWUI					31					Cat. 3 Assignment
13057145	Idaho Canal	Foster Agro						-742.8				Idaho Canal Covers This
13057145	Idaho Canal	PWUI										Cat. 1 Assignment
13057145	Idaho Canal								-183.8			Reduction For 2022 Common Pool
13057145	Idaho Canal	IGWA/IWRB/SWC	Bonneville - Jefferson GWD		-4000							Private Lease
13057145	Idaho Canal	IGWA/IWRB/SWC	Bonneville - Jefferson GWD		-2500							Private Lease
13057145	Idaho Canal	IGWA/IWRB/SWC	Bingham GWD		-6678							Private Lease
13057145	Idaho Canal	PWUI	City of Idaho Falls		896.6							Private Lease
13058015	Boyd Foster							824.3				Progressive Exchange Well Pumping
13058050	Century Holdings	PWUI					124.8					Cat. 3 Assignment
13058050	Century Holdings	Enterprize	Century Holdings		1600							Private Lease
13058510	Progressive Sand								41.6			Flood Gaging Issues
13058530	Progressive Willow	Progressive Irrigation						5722.8				Progressive Covers This

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
13059490	IF Monroc Lyon	New Sweden Irrigation						95.5				New Sweden Covers This
13059505	Woodville	Brown/Rumsey						105				10/24/2022
13059505	Woodville								-31.6			Reduction For 2022 Common Pool
13059510	SJC	New Sweden Irrigation						99.5				Covers This Pump
13059525	Snake River Valley								-174			Reduction For 2022 Common Pool
13059525	Snake River Valley	IGWA/IWRB/SWC	Bonneville - Jefferson GWD		-4000							Private Lease
13059525	Snake River Valley	IGWA/IWRB/SWC	Bingham GWD		-5009							Private Lease
13059525	Snake River Valley	SWID Pumps	Oak Valley Dairy LLC		-750							Private Lease
13059525	Snake River Valley	Snake River Valley	AF-Aberdeen GWD		-8819							Private Lease
13059525	Snake River Valley	Snake River Valley	AF-Aberdeen GWD		8819							Private Lease
13059525	Snake River Valley	Jensen Grove						-525				5/7/2007
13060500	Shoshone Bannock Tribes							12255.4				Mitigation Inc. Delivery
13060505	Oxbow Pump	New Sweden Irrigation						138				3/8/2012
13061430	Blackfoot								-49.5			Reduction For 2022 Common Pool
13061430	Blackfoot Canal	IGWA/IWRB/SWC	Bingham GWD		-500							Private Lease
13061430	Blackfoot Canal	IGWA/IWRB/SWC	Bingham GWD		-1000							Private Lease
13061520	New Lavaside								-24.6			Reduction For 2022 Common Pool
13061525	Peoples								-156.9			Reduction For 2022 Common Pool
13061525	Peoples Canal	IGWA/IWRB/SWC	Bingham GWD		-2514							Private Lease
13061525	Peoples Canal	IGWA/IWRB/SWC	Bingham GWD		-1800							Private Lease
13061610	Aberdeen Springfield								-547.9			Reduction For 2022 Common Pool
13061610	Aberdeen Springfield Canal	Progressive	AF-Aberdeen GWD		1079							Private Lease
13061610	Aberdeen Springfield Canal	Progressive	AF-Aberdeen GWD		2261							Private Lease
13061610	Aberdeen Springfield Canal	IGWA/IWRB/SWC	Bingham GWD		-3500							Private Lease
13061610	Aberdeen Springfield	IGWA/IWRB/SWC			19804							Private Lease
13061610	Aberdeen Springfield	IGWA/IWRB/SWC			261							Private Lease
13061610	Aberdeen Springfield	IGWA/IWRB/SWC			12							Private Lease
13061650	Corbett								-23.4			Reduction For 2022 Common Pool
13061650	Corbett Canal	IGWA/IWRB/SWC	Bingham GWD		-750							Private Lease
13061650	Corbett Canal	IGWA/IWRB/SWC	Bingham GWD		-1420							Private Lease
13061705	Riverside								-3.1			Reduction For 2022 Common Pool
13061705	Riverside Canal	IGWA/IWRB/SWC	Bingham GWD		-50							Private Lease
13061995	United Canal - Danskin								-4.5			Reduction For 2022 Common Pool
13061995	Danskin	IGWA/IWRB/SWC	Bingham GWD		-400							Private Lease
13062050	Trego								-11			Reduction For 2022 Common Pool
13062051	Jensen Grove	Snake River Valley						525				5/7/2007
13062503	Wearyrick								-1.1			Reduction For 2022 Common Pool
13062503	Wearyrick Canal	IGWA/IWRB/SWC	Bingham GWD		-150							Private Lease
13062503	Wearyrick Canal	IGWA/IWRB/SWC	Bingham GWD		-100							Private Lease
13062506	Watson								-4.2			Reduction For 2022 Common Pool
13062506	Watson Canal	IGWA/IWRB/SWC	Bingham GWD		-50							Private Lease
13062507	Parsons								-2			Reduction For 2022 Common Pool
13062507	Parsons	IGWA/IWRB/SWC	Bingham GWD		-100							Private Lease
13069569	J Randall Pump		Jeff Randall	100								Common Pool
13075800	Portneuf Rentals	Shoshone Bannock Tribes						668.3				Portneuf Users
13075900	Shoshone Bannock Tribes			10000								Rental Pool Procedure 5.2.105 (b)
13075900	Shoshone Bannock Tribes	IGWA/IWRB/SWC	IGWA		-25000							Private Lease
13075900	Shoshone Bannock Tribes	IGWA/IWRB/SWC	IGWA		-10000							Private Lease
13075900	Shoshone Bannock Tribes	IGWA/IWRB/SWC	IGWA		-10000							Private Lease
13075900	Shoshone Bannock Tribes	IGWA/IWRB/SWC			5000							Reverted Private Lease
13075900	Shoshone Bannock Tribes	Pocatello Rentals						-668.3				Portneuf Users
13076400	Falls Irrigation								-131.7			Reduction For 2022 Common Pool
13076400	Falls Irrigation	IGWA/IWRB/SWC	AF-Aberdeen GWD		-1000							Private Lease
13076400	Falls Irrigation	Burley Irrigation District	SWID		-5000							Private Lease
13077755	Call Farms	PWUI					271.7					Cat. 3 Assignment
13080000	Minidoka Irrigation District								-724.2			Reduction For 2022 Common Pool
13080000	Minidoka Irrigation District	Minidoka Credit						8370				Same Amount Every Year
13080000	Minidoka Irrigation District	Northside Canal	North Snake GWD		-11500							Private Lease
13080000	Minidoka Irrigation District	AFRD #2	North Snake GWD		-3500							Private Lease
13080000	Minidoka Irrigation District	IGWA/IWRB/SWC	Water Mitigation Coalition		-8500							Private Lease
13080000	Minidoka Irrigation District	Northside Canal	Water Mitigation Coalition		-1500							Private Lease

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
13080000	Minidoka Irrigation District	SWID Pumps	SWID		-5000							Private Lease
13080000	Minidoka Irrigation District	Northside Canal	Magic Valley GWD		-1500							Private Lease
13080000	Minidoka Irrigation District	Burley Irrigation District	Magic Valley GWD		-2800							Private Lease
13080000	Minidoka Irrigation District	MID Misc.						-201.1				Covers This Pump
13080000	Minidoka Irrigation District	Law-Ker Farms						-117.3				Covers This Pump
13080000	Minidoka Irrigation District	LHC Prop						-96.2				Covers This Pump
13080500	Burley Irrigation District								-473.3			Reduction For 2022 Common Pool
13080500	Burley Irrigation District	Minidoka Credit						5130				Same Amount Every Year
13080500	Burley Irrigation District	Falls Irrigation	SWID		5000							Private Lease
13080500	Burley Irrigation District	Minidoka Irrigation District	Magic Valley GWD		2800							Private Lease
13080500	Burley Irrigation District	Burley Irrigation District	Magic Valley GWD		-5000							Private Lease
13080500	Burley Irrigation District	Burley Irrigation District	Magic Valley GWD		5000							Private Lease
13080500	Burley Irrigation District	City of Pocatello	SWID		5000							Private Lease
13080500	Burley Irrigation District	City of Pocatello	LCSC Enterprises		800							Private Lease
13080500	Burley Irrigation District	IGWA/IWRB/SWC			240							Private Lease
13080500	Burley Irrigation District	IGWA/IWRB/SWC			2300							Private Lease
13080500	Burley Irrigation District	IGWA/IWRB/SWC			1761							Private Lease
13080500	Burley Irrigation District	Burley Golf Course						-641.4				Covers This Pump
13080500	Burley Irrigation District	City of Burley						-119.4				Covers This Pump
13080500	Burley Irrigation District	Amalgamated Sugar						-79.6				Covers This Pump
13080500	Burley Irrigation District	Jackson 4K						-54				Covers This Pump
13080500	Burley Irrigation District	MillerCoors						-306.2				Covers This Pump
13080500	Burley Irrigation District	PR ENT #1						-81.6				Covers This Pump
13080500	Burley Irrigation District	PR ENT #2						-34.5				Covers This Pump
13080500	Burley Irrigation District	L Lebsack						-77.5				Covers This Pump
13080500	Burley Irrigation District	P Hobson						-67.2				Covers This Pump
13081750	LHC Prop	Minidoka Irrigation District						96.2				Covers This Pump
13084590	L Lebsack	Burley Irrigation District						77.5				Covers This Pump
13084598	MID Misc.	Minidoka Irrigation District						201.1				Covers This Pump
13084610	Law-Ker Farms	Minidoka Irrigation District						117.3				Covers This Pump
13084640	Burley Golf Course	Burley Irrigation District						641.4				Covers This Pump
13084650	City of Burley	Burley Irrigation District						119.4				Covers This Pump
13084655	Simplot								-5.2			Reduction For 2022 Common Pool
13084690	Amalgamated Sugar	Burley Irrigation District						79.6				Covers This Pump
13084691	Jackson 4K	Burley Irrigation District						54				Covers This Pump
13084720	MillerCoors	Burley Irrigation District						306.2				Covers This Pump
13085275	PR ENT #1	Burley Irrigation District						81.6				Covers This Pump
13085300	PR ENT #2	Burley Irrigation District						34.5				Covers This Pump
13085350	SWID Pumps	PWUI					1988.5					Cat. 3 Assignment
13085350	SWID Pumps	Snake River Valley	Oak Valley Dairy LLC		750							Private Lease
13085350	SWID Pumps	Minidoka Irrigation District	SWID		5000							Private Lease
13085350	SWID Pumps	City of Pocatello	SWID		1200							Private Lease
13085350	SWID Pumps	IGWA/IWRB/SWC			912							Private Lease
13085390	P Hobson	Burley Irrigation District						67.2				Covers This Pump
13085400	Hobson	PWUI					140.6					Cat. 3 Assignment
13085500	A & B Irrigation District								-285.8			Reduction For 2022 Common Pool
13085500	A & B	IGWA/IWRB/SWC			4500							Private Lease
13086000	Milner Irrigation	IGWA/IWRB/SWC			200							Private Lease
13086000	Milner Irrigation	IGWA/IWRB/SWC			2500							Private Lease
13086000	Milner Irrigation	PWUI					1165.7					Cat. 2 Assignment
13086000	Milner Irrigation								-186.9			Reduction For 2022 Common Pool
13086000	Milner Irrigation		Scott Breeding	100								Common Pool
13086000	Milner Irrigation	City of Pocatello	SWID		2300							Private Lease
13086000	Milner Irrigation	City of Pocatello	LCSC Enterprises		950							Private Lease
13086000	Milner Irrigation	Artesian						1126.4				Artesian Assignment
13086530	AFRD #2								-822.5			Reduction For 2022 Common Pool
13086530	AFRD#2	Minidoka Credit						1000				Same Amount Every Year
13086530	AFRD #2	Minidoka Irrigation District	North Snake GWD		3500							Private Lease
13086530	AFRD #2	IGWA/IWRB/SWC			41742.8							Private Lease
13086530	AFRD #2	IGWA/IWRB/SWC			2500							Private Lease
13086530	AFRD #2	IGWA/IWRB/SWC			739							Private Lease

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
13087000	Northside Canal								-1794.9			Reduction For 2022 Common Pool
13087000	Northside Canal Co.	Minidoka Credit						-7750				Same Amount Every Year
13087000	Northside Canal		Arthur R. Henry	100								Common Pool
13087000	Northside Canal	Minidoka Irrigation District	North Snake GWD		11500							Private Lease
13087000	Northside Canal	Minidoka Irrigation District	Magic Valley GWD		1500							Private Lease
13087000	Northside Canal	IGWA/IWRB/SWC			14991.1							Private Lease
13087000	Northside Canal	IGWA/IWRB/SWC			192							Private Lease
13087000	Northside Canal	Minidoka Irrigation District	Water Mitigation Coalition		1500							Private Lease
13087500	Twin Falls Canal Co.	PWUI					641.1					Cat. 3 Assignment
13087500	Twin Falls Canal								-511.7			Reduction For 2022 Common Pool
13087500	Twin Falls Canal Co.	Minidoka Credit						-6750				Same Amount Every Year
13087500	Twin Falls Canal	City of Pocatello	SWID		1500							Private Lease
13087500	Southside Canal	IGWA/IWRB/SWC			365.6							Private Lease
13087500	Twin Falls Canal	Artesian						1602.3				Artesian Assignment
99999100	City of Pocatello								-99			Reduction For 2022 Common Pool
99999100	City of Pocatello	Twin Falls Canal	SWID		-1500							Private Lease
99999100	City of Pocatello	Milner Irrigation	SWID		-2300							Private Lease
99999100	City of Pocatello	Burley Irrigation District	SWID		-5000							Private Lease
99999100	City of Pocatello	IGWA/IWRB/SWC	City of Pocatello		-1404.1							Private Lease
99999100	City of Pocatello	IGWA/IWRB/SWC	Multiple Cities		-4711.8							Private Lease
99999100	City of Pocatello	SWID Pumps	SWID		-1200							Private Lease
99999100	City of Pocatello	Burley Irrigation District	LCSC Enterprises		-800							Private Lease
99999100	City of Pocatello	Milner Irrigation	LCSC Enterprises		-950							Private Lease
99999150	IWRB								-10.4			Reduction For 2022 Common Pool
99999250	Wyoming								-69			Reduction For 2022 Common Pool
99999300	Palisades Water Users								-111.4			Reduction For 2022 Common Pool
99999300	PWUI	IGWA/IWRB/SWC	Bingham GWD		-192							Private Lease
99999300	PWUI	Palisades Canal	Lynn Dixon		-25							Private Lease
99999300	PWUI	Idaho Canal	City of Idaho Falls		-896.6							Private Lease
99999300	PWUI						-18473.1					PWUI Assignments
99999350	Idaho Power								-92.5			Reduction For 2022 Common Pool
99999400	USBR			150000								Flow Augmentation Rental
99999410	ARTESIAN IRR								-5.8			Reduction For 2022 Common Pool
99999410	Artesian	Milner Irrigation						-1126.4				Artesian Assignment
99999410	Artesian	Twin Falls Canal						-1602.3				Artesian Assignment
99999600	F-M UNALLCATED								-3206.4			Henry's Fork, Fall River, Teton River Excess Use
99999600	F-M UNALLCATED							-525				Indian/Bergman Storage Release
99999600	F-M UNALLCATED								-309.7			Reduction For 2022 Common Pool
99999600	Henrys Fork		The Nature Conservancy	26								Common Pool
99999600	Snake River		Western Construction	5								Common Pool
99999600	Teton Bass Pond		ESPAR	100								Common Pool
99999700	Mitigation Inc								-197.5			Reduction For 2022 Common Pool
99999700	Mitigation Inc							-12255.4				Mitigation Inc. Delivery
99999950	Snake River	PWUI					79.7					Cat. 4 & 5 Assignment
99999950	Snake River		Bateman Bros Construction	100								Common Pool
99999950	Snake River		Eve Denny	5								Common Pool
99999950	Snake River		Jerry Gifford	1								Common Pool
99999950	Snake River		Terry Kimbro	3								Common Pool
99999950	Snake River		Steven Meyer	50								Common Pool
99999950	Snake River		Terracon Consultants	1								Common Pool
99999950	Snake River		City of Idaho Falls - Ryder Park	9								Common Pool
99999950	Snake River				4.5							IGWA/IWRB/SWC Recharge Rounding
99999950	Snake River	PWUI	Newman - Dry Bed				8.8					Cat. 5 Assignment
99999950	Snake River	Canyon Creek Lateral Pump						-493				Canyon Creek Natural Flow Delivery
99999950	Snake River	P Stevens						-369.5				Canyon Creek Natural Flow Delivery
99999950	Snake River	R Brent Ricks						-109				Canyon Creek Natural Flow Delivery
99999950	Snake River	V Schwendiman						-672				Canyon Creek Natural Flow Delivery
99999950	Snake River								3028.2			Refill Storage Accrual Nov. 30
99999950	Snake River								-3644			Adjustment for Ririe Correction
99999950	Snake River								3173			Adjustment for Willow Creek Correction
99999950	Snake River								2481			Adjustment for Gain Averaging

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
99999950	Snake River			242.6					-477.2			Snake River Excess Use
99999950	Snake River										416.1	
99999950	Snake River	Carter						-8.9				WR ACCT Lag Issue
Totals				**161122.2**	**0.0**	**0.0**	**0.0**	**0.0**	**-6621.70**	**1441.1**	**416.1**	**(return to Spaceholder sums only positive numbers)**

Calculated Cell

Diversion	AF	
Storage Past Milner	192778.8	From Nov. 30 Accounting
Idaho Power Use	42778.8	Power Storage Used
Bureau of Reclamation	150000.0	BOR Rental
Milner	0.0	Storage Past Milner - Idaho Power Use - BOR Use (input as a storage usage for 99999950 Milner in the storage report)

Artesian Water Split	AF	Notes		
Artesian Allocation	2728.7			
to Milner Irrigation	1126.4	1189 AF space or	41.28%	Letter dated 04/21/2022
to Twin Falls Canal Company	1602.3	1691 AF space or	58.72%	

Minidoka N and Minidoka S Use Split		Notes	
Total Use (from accounting)	273,711.0	Total Use	Total Use from Accounting because combined. Once split up, these changes need to be made in the YYYYData spreadsheet, UseQEY tab
Minidoka N	152457.0	55.7%	
Minidoka S	121254.0	44.3%	

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

IRWIN TO LORENZO

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT RNT	LTF	PAL PW
13010500	JACKSON LAKE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032450	PALISADES	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032510	P BYRD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032515	BOY SCOUT PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032520	A ROSTAD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032920	R ROSE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033010	PALISADES CNL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033643	J FLEMING	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033650	MERT OGDEN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033660	LYNN DIXON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033698	J CHICK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13034460	L JACOBSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037305	I SPAULDING	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037490	B FOSTER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037505	ANDERSON (1A)	22679.4	7161.7	15517.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037510	M & M CATTLE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037855	M NEWBY #1(2A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037860	M NEWBY #2(2B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037880	M NEWBY #3(2C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037975	EAGLE ROCK(1B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037980	FARMERS FRIEND	5861.8	1957.4	3904.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037985	ENTERPRIZE	13568.2	8382.5	5185.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037997	C HICKMAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038025	BUTLER ISLAND	201.8	0.0	0.0	0.0	201.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038030	ROSS AND RAND	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038055	HARRISON	32213.8	11688.6	18458.2	0.0	2067.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038075	G SCOTT #1(3A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038079	J BROWN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038081	G SCOTT #2(3B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038084	SUBDIV PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038085	RUDY	4495.3	3454.8	1040.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038090	LOWDER SLOUGH	1532.2	1017.8	514.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038098	KITE & NORD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038110	BURGESS (4A)	23191.2	10377.1	12814.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038113	M H HILL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038115	CLARK & ED(5A)	394.8	0.0	137.0	0.0	257.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038145	CROFT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038146	MILLER PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038147	J EDWARDS (5D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038148	G HOLMAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038149	G MUMA	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

IRWIN TO LORENZO

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT	RNT LTF	PAL PW
13038150	EAST LABELLE	410.5	0.0	0.0	0.0	410.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038151	B GROVER (5B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038180	RIGBY	3711.4	0.0	3711.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038183	K FOSTER (5C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038201	WHITE ISLAND	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038204	DILTS LAT (6B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038205	DILTS (6A)	947.0	500.1	446.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038210	ISLAND (30A)	3828.5	0.0	3317.8	0.0	510.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038225	W LBL&LG I(7A)	5279.1	0.0	5279.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038305	PARKS & LEWSVL	1475.0	0.0	1475.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038315	NORTH RIGBY	707.1	0.0	645.9	0.0	61.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038340	WHITE DTCH(7B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038352	D PHILLIPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038356	VON BARON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038360	BRAMWELL (8A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038362	ELLIS (30B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038365	FRESH PAC (8B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038371	J T JONES	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038372	C JONES	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038375	A ZOHNER (7D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038376	GNEITING (36B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038382	W DABELL (7E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038384	D STOKER (7C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038385	SKAAR PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038386	J N ERICKSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038388	MATTSON-CRAIG	935.0	0.0	935.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038392	SUNNYDELL(29A)	3589.3	3589.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038393	B COVINGTON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038405	T PARKINSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038410	R GROVER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038415	BYBEE PMP(29B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038417	D CHENEY	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038422	L ROBINSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038426	LENROOT	4926.8	4926.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038428	R BURNS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038431	REID	5011.4	1440.6	1194.0	0.0	1888.9	0.0	0.0	0.0	0.0	0.0	487.9	0.0	0.0	0.0
13038434	TEXAS & LIBRTY	4088.8	0.0	1389.8	0.0	2699.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038435	BANNOCK JIM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038436	HILL PETTINGER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038437	NELSON COREY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038438	L HILL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	139048.6	54496.9	75966.9	0.0	8096.8	0.0	0.0	0.0	0.0	0.0	487.9	0.0	0.0	0.0

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

LORENZO TO BLACKFOOT

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT RNT	LTF	PAL PW
13056501	BEAVER DICK	88.7	0.0	0.0	0.0	0.0	0.0	88.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057012	L HARTERT(20B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057013	GUNDERSON(20C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057014	MILR-BARN(20D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057021	BTTE SLGH(20E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057025	BTTE-MKTL(20A)	47015.2	2637.6	35967.2	0.0	6030.5	0.0	0.0	0.0	0.0	0.0	2379.9	0.0	0.0	0.0
13057030	BEAR TRAP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057038	WALKER FARMS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057046	M TOMCHAK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057090	A WILDE PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057091	K ALBERTSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057097	N FULLMER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057105	D BOYCE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057106	B TOMCHAK #1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057108	B TOMCHAK #3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057113	RHODEHOUSE (20	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057114	STIENKE-MURDOC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057115	L CARLSON N(4B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057116	B TOMCHAK #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057117	L CARLSON S(4C	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057118	H BROWN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057119	OSGOOD GR PMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057120	KINGSTON NTH	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057121	G OFFUT (4D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057122	KINGSTON STH	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057123	BEAR ISL NORTH	82.5	53.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	28.7	0.0	0.0	0.0
13057124	BEAR ISL WEST	110.2	53.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	56.3	0.0	0.0	0.0
13057125	OSGOOD	7906.5	7605.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	301.0	0.0	0.0	0.0
13057126	CLEMENTS	259.7	191.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	67.9	0.0	0.0	0.0
13057130	KENNEDY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057135	GREAT WST(21A)	71057.7	20442.1	26275.0	0.0	10687.4	0.0	0.0	0.0	0.0	0.0	13653.3	0.0	0.0	0.0
13057139	G ELLSWORTH (4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057140	L HANSEN E(4E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057141	A ZOHNER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057143	M BOAM (4F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057144	R MACKAY (4G)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057145	IDAHO (33A)	70430.5	12948.2	39687.1	0.0	11931.1	0.0	0.0	0.0	0.0	0.0	5864.1	0.0	0.0	0.0
13057146	MORTMER P(33B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057147	SCHWIEDER PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057148	D & A PUMP (33	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057149	JOHNSN PMP (4J	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057250	PORTER (21B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

20240405

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

LORENZO TO BLACKFOOT

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT	RNT LTF	PAL PW
13059050	IDAHO FLS POWR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059490	IF MONROC LYON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059505	WOODVILLE(22A)	10321.2	3416.6	4805.4	0.0	747.2	0.0	0.0	0.0	0.0	0.0	1351.9	0.0	0.0	0.0
13059510	WDVL PMP1(22B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059513	MULBERRY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059515	WDVL PMP2(22C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059520	WDVL SIPH(22D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059523	GEM LAKE WILDL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059525	SNKE R VY(23A)	44746.0	26044.6	18701.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060050	A CORBETT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060055	P HILL (23B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060500	RESERV MITIG	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060501	RESERVATION	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060505	OXBOW PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061430	BLACKFOOT	21675.6	6971.6	0.0	0.0	3963.1	0.0	0.0	0.0	0.0	0.0	10741.0	0.0	0.0	0.0
13061520	NEW LAVSD(24A)	11318.5	0.0	9366.1	0.0	1952.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061521	ADAMS STH(25B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061523	ADAMS NTH(25C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061525	PEOPLES (25A)	49014.2	18717.0	27853.7	0.0	2443.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061610	ABERDEEEN	139214.9	67506.5	71708.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061625	SWID	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061650	CORBETT	8719.5	1919.2	4032.2	0.0	1935.1	0.0	0.0	0.0	0.0	0.0	833.0	0.0	0.0	0.0
13061670	NIELSON-HANSEN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061677	R LAMBERT(26B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061685	LAVSD PMPS(24B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061705	RIVERSIDE(26A)	999.0	0.0	313.2	0.0	685.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061995	DANSKIN	1696.6	0.0	166.4	0.0	1530.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062050	TREGO	5128.1	741.9	2564.2	0.0	567.6	0.0	0.0	0.0	0.0	0.0	1254.5	0.0	0.0	0.0
13062051	JENSEN GROVE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062503	WEARYRICK	263.7	0.0	19.6	0.0	244.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062504	WADSWORTH(32A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062505	WADSWORTH(32B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062506	WATSON	1892.7	0.0	1078.5	0.0	814.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062507	PARSONS	822.6	0.0	807.3	0.0	15.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	492763.7	169250.2	243345.8	0.0	43547.5	0.0	88.7	0.0	0.0	0.0	36531.5	0.0	0.0	0.0

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

BLACKFOOT TO MILNER

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT RNT	LTF	PAL PW
13069569	J RANDALL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13075800	PORTNEUF RENTA	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13075900	FT HALL MICHAU	73799.6	0.0	73799.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13076400	FALLS IRRIGATI	40312.2	0.0	39304.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1007.9	0.0	0.0	0.0
13076500	AMERICAN FALLS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13076751	AMERICAN F LTF	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13077652	M OSBORN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13077755	CALL FARMS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13077775	R EVANS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13080000	MINIDKA N(27A)	160967.5	160967.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13080500	MINIDKA S(27B)	121504.7	0.0	35749.9	0.0	2615.1	0.0	0.0	0.0	0.0	0.0	83139.7	0.0	0.0	0.0
13081000	LAKE WALCOTT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13081400	MINIDOKA POWER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13081750	LHC PROP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084590	L LEBSACK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084598	MID MISC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084599	MILNER MISC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084610	LAW-KER FAMRS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084640	BURLEY GC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084650	CITY OF BURLEY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084655	SIMPLOT FTLZR	2441.5	0.0	2441.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084690	AMALGA SUGAR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084691	JACKSON 4K	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084710	R TILLEY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084720	MILLERCOORS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084725	K SANDMANN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085270	H SCHODDE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085275	PR ENT #1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085300	PR ENT #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085350	SWID PUMPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085390	P HOBSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085400	V HOBSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085500	A & B IRR DIST	91507.5	0.0	88865.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2641.8	0.0	0.0	0.0
13085800	PA LATERL(28B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086000	MILNER IRRIG	57003.1	0.0	43552.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	13451.1	0.0	0.0	0.0
13086510	A LATERL (28C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086512	J BRUNE (28D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086520	NS XCUT (28E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086530	RES DIST #2	95450.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	95450.4	0.0	0.0	0.0
13087000	NRTHSDE TF(28A	349845.7	305360.5	0.0	0.0	44485.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13087500	TWIN FALLS SOU	50809.3	50809.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	1043641.5	517137.4	283713.1	0.0	47100.2	0.0	0.0	0.0	0.0	0.0	195690.8	0.0	0.0	0.0

20240405

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

MAIN STEM HENRYS FRK

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT	RNT LTF	PAL PW
13039000	HENRYS LAKE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13042000	ISLAND PARK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13042600	ASHTON POWER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045655	G MAROTZ	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045675	N FK HIGHLANDS	55.7	0.0	0.0	0.0	0.0	0.0	55.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045705	F HOWELL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045710	S BOLLAERT	99.4	0.0	0.0	0.0	0.0	0.0	99.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045721	F VANDERSLOOT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045724	F VANDERSLOOT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045727	F VANDERSLOOT	99.4	0.0	0.0	0.0	0.0	0.0	99.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045755	T HOLCOMB	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045780	R LEE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045805	Z EGBERT 1(9B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045807	R RITCHEY	45.1	0.0	0.0	0.0	0.0	0.0	45.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045810	N MLLER 1(10A)	45.5	0.0	0.0	0.0	0.0	0.0	45.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045811	N MLLER 2(10B)	89.5	0.0	0.0	0.0	0.0	0.0	89.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045813	Z EGBERT #2	87.3	0.0	0.0	0.0	0.0	0.0	87.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045823	R D BAKER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045829	D PHELPS (9C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045849	D SEELEY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045850	TY NEDROW	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045860	Z EGBERT 3(9D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045880	Z EGBERT #4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045930	Z EGBERT #5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045940	G NEDROW	47.0	0.0	0.0	0.0	0.0	0.0	47.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045950	BAKER & NEDROW	304.3	0.0	0.0	0.0	0.0	0.0	304.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045960	M REYNOLDS #1	166.1	0.0	0.0	0.0	0.0	0.0	166.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046015	R & C BAUM	126.9	0.0	0.0	0.0	0.0	0.0	126.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046020	J MCCULLOCH	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046025	M REYNOLDS #2	94.7	0.0	0.0	0.0	0.0	0.0	94.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046070	A NEDROW #1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046072	A NEDROW #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046075	J NEDROW	217.2	0.0	0.0	0.0	0.0	0.0	217.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046083	V & D KIRKHAM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046084	D NEDROW	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046086	L FRANSEN(11B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046090	L BRATT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046095	L LOOSLI #1	4.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046310	DEWEY	314.2	0.0	0.0	0.0	0.0	0.0	314.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046315	J SEELEY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

20240405

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	MAIN STEM HENRYS L	HENRYS FRK ISL	PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT	RNT LTF	PAL PW
13049550	LAST CHANCE	9471.0	0.0	0.0	0.0	0.0	9471.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049560	XCUT TO TETN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049561	XCUT FAL R(16B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049705	FARMERS FRIEND	1573.3	0.0	0.0	0.0	0.0	0.0	1573.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049710	TWIN GROVES	614.5	0.0	0.0	0.0	0.0	0.0	614.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049725	ST ANTH U(17A)	10417.0	0.0	0.0	0.0	0.0	7247.6	3169.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049805	SALEM UNION CA	20780.7	0.0	0.0	0.0	0.0	20780.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13050525	EGIN	9171.4	0.0	0.0	0.0	0.0	7247.6	1923.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13050530	ST AN U FD(17B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13050535	INDEPENDENT	28534.2	0.0	0.0	0.0	0.0	23308.4	5225.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13050545	CONSOLIDATED F	16303.7	0.0	0.0	0.0	0.0	16303.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	98661.9	0.0	0.0	0.0	0.0	84359.0	14302.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

FALLS RIVER

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT	RNT LTF	PAL PW
13046500	GRASSY LAKE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047305	YELLOWSTONE	284.5	0.0	0.0	0.0	0.0	0.0	284.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047474	ATCHLEY P(9E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047475	MARYSVILLE(9A)	5332.4	0.0	0.0	0.0	0.0	0.0	5332.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047515	F & L GRIFFEL	38.4	0.0	0.0	0.0	0.0	0.0	38.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047565	R BAUM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047568	ORME PLACE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047570	G/6 (9F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047575	FRMRS OWN(11A)	4512.3	0.0	0.0	0.0	0.0	0.0	4512.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047605	W SCAFE	78.8	0.0	0.0	0.0	0.0	0.0	78.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047615	R STURM #2(9G)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047616	R STURM #1(9H)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047625	M GRIFFEL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047635	L LOOSLI #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047636	C MALOUF	101.6	0.0	0.0	0.0	0.0	0.0	101.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047681	CONANT CNL(12A	877.1	0.0	0.0	0.0	0.0	0.0	877.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047710	K NYBORG	149.0	0.0	0.0	0.0	0.0	0.0	149.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047900	BOOM CRK (13A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048050	ORME CANAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048060	SQUIR P 3(14A)	238.6	0.0	0.0	0.0	0.0	0.0	238.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048070	L ORME PUMP	32.1	0.0	0.0	0.0	0.0	0.0	32.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048080	HARSHBRGR(13B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048255	SQUIR P 1(14B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048265	D ZUNDELL(12B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048275	L LOOSLI 3(15A	180.0	0.0	0.0	0.0	0.0	0.0	180.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048280	L LOOSLI 4(15B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048290	D BUDGE	6.3	0.0	0.0	0.0	0.0	0.0	6.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048350	J HILL (12C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048430	D REYNOLDS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048440	C LOOSLI	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048470	T POTTER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048475	ENTERPRISE	16316.5	5757.7	0.0	0.0	0.0	0.0	748.4	0.0	0.0	0.0	9810.5	0.0	0.0	0.0
13048485	R D MILLER	165.5	0.0	0.0	0.0	0.0	0.0	165.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048551	C ATCHLEY (9I)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048556	W C DAVIS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048560	FALL R CNL(16A	7150.3	0.0	0.0	0.0	0.0	0.0	7150.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048705	CHESTER	939.5	0.0	0.0	0.0	0.0	0.0	939.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049008	MCBEE	21.1	0.0	0.0	0.0	0.0	0.0	21.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049010	SILKEY	98.1	0.0	0.0	0.0	0.0	0.0	98.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049015	CURR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049310	RLF PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049490	L LOOSLI #5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049495	G BLANCHARD	44.7	0.0	0.0	0.0	0.0	0.0	44.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	36567.0	5757.7	0.0	0.0	0.0	0.0	20998.9	0.0	0.0	0.0	9810.5	0.0	0.0	0.0

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

TETON RIVER

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT RNT	LTF	PAL PW
13053951	SOUTH PIPE(31A	1274.1	0.0	0.0	0.0	0.0	0.0	1274.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13053971	J RICKS (31B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054031	BOELKE (31C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054042	CLEMNTSVL(31D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054045	HIBBERT FARMS	0.1	0.0	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054111	R & J BROWN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054291	P L STOTT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054420	B PARKINSON	629.9	0.0	0.0	0.0	0.0	0.0	629.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054515	CANYON CR CANA	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054575	LINDERMAN (31E	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054577	G CRAPO	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054590	P STEVENS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054705	V SCHWENDIMAN	854.2	0.0	0.0	0.0	0.0	0.0	854.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054772	R B RICKS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054801	CANYON CR LAT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054850	SIDDOWAY SHEEP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054940	H BISCHOFF	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055030	WILFORD	3405.7	0.0	0.0	0.0	0.0	0.0	3405.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055032	D ALLEN (18B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055033	B TUCKER (18C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055036	B PARKER (18D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055037	SIDWY PMP(18E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055039	MCKINNLEY(18F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055040	TETON IRR(18A)	1532.8	0.0	0.0	0.0	0.0	0.0	1532.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055042	SIDDOWAY (18G)	415.7	0.0	0.0	0.0	0.0	0.0	415.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055050	PIONEER	118.2	0.0	0.0	0.0	0.0	0.0	118.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055060	STEWART	465.9	0.0	0.0	0.0	0.0	0.0	465.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055193	N BIRCH	1.9	0.0	0.0	0.0	0.0	0.0	1.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055195	B LEAVITT	79.4	0.0	0.0	0.0	0.0	0.0	79.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055205	PINCOCK-BYGTON	271.5	0.0	0.0	0.0	0.0	0.0	271.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055206	B HOLLIST	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055210	TETON ISLAND F	5719.8	0.0	0.0	0.0	0.0	0.0	5719.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055245	SALEM UNION B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055263	J HARRIS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055275	ROXANA	71.0	0.0	0.0	0.0	0.0	0.0	71.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055280	ISLAND WARD	82.2	0.0	0.0	0.0	0.0	0.0	82.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055295	SAUREY	40.4	0.0	0.0	0.0	0.0	0.0	40.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055309	CARTER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055310	BASS POND	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055311	PINCOCK-GARNER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055313	GARDNER-BEDDES	77.2	0.0	0.0	0.0	0.0	0.0	77.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055314	BIGLER SLOUGH	0.8	0.0	0.0	0.0	0.0	0.0	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055315	WDMNSE-JSN(19A	1099.2	0.0	0.0	0.0	0.0	0.0	1099.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055319	G GODFREY	5.0	0.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055321	R R RICKS	151.3	0.0	0.0	0.0	0.0	0.0	151.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055323	CITY OF REXBUR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055325	T BRUNSON(19B)	82.5	0.0	0.0	0.0	0.0	0.0	82.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0

13055327	J S WRIGHT	30.8	0.0	0.0	0.0	0.0	0.0	30.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055328	CMTRY PUMP (35	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055334	REXBURG IRRIG	1995.8	0.0	0.0	0.0	0.0	0.0	1995.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055339	WALTER PND (34	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	18405.2	0.0	0.0	0.0	0.0	0.0	18405.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0

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2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

WILLOW CREEK

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT	RNT LTF	PAL PW
13057938	LOERTSCHER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057950	RIRIE RESRVR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058015	BOYD FOSTER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058050	CENTURY HOLDIN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058090	SCHWENDIMAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058105	LOVELL # 1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058125	FERGUSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058145	LOVELL # 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058165	W REID #1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058210	SARGENT & SUMM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058220	MAX COOPER PUM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058230	DURTSCHI PUMPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058250	W REED #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058265	FOSTER-SARGENT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058270	SPERRY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058280	BRINKERHOFF	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058290	ORVAL AVERY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058310	ROY AVERY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058330	STUCKI PUMPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058340	SCHWENDIMAN #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058350	O AVERY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058370	ROY COOPER SAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058380	ROY COOPER WIL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058508	D KEELER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058510	PROGRESSIVE SA	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058512	BEAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058514	W & O COOPER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058515	IDAHO FR SAND	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058519	DEMICK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058530	PROGRESSIVE WI	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

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2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT RNT	LTF	PAL PW
						MISCELLANEOUS									
99999100	POCATELLO CITY	28625.1	0.0	28625.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999150	IWRB	4883.1	0.0	4883.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999200	FRE-MAD SNAKE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999250	WYOMING COMPCT	32228.0	0.0	32228.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999300	PALISADES USRS	32737.8	0.0	0.0	32189.7	548.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999350	IDAHO POWER CO	460.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	460.6	0.0	0.0	0.0
99999400	BUREAU OF REC	9783.1	0.0	5.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9777.2
99999410	ARTESIAN IRR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999500	SNAKE UNALC BK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999525	FREE-MAD TRANS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999550	FRE-MAD MISC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999600	F-M UNALLCATED	7228.9	0.0	0.0	0.0	0.0	0.0	7228.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999700	MITIGATION INC	80014.5	0.0	6122.8	0.0	0.0	0.0	0.0	0.0	73891.7	0.0	0.0	0.0	0.0	0.0
99999725	GROUND WTR EX	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999950	MILNER	40413.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999990	OTHER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	236374.2	0.0	71864.9	32189.7	548.1	0.0	7228.9	0.0	73891.7	0.0	460.6	0.0	0.0	9777.2

20240405

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER BY REACH (ACRE-FEET)

RIVER REACH	CARRYOVER	JACKSON	PALISADS	PAL USR	PAL WWS	HNRYS L	ISL PARK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOTT	RNT LTF	PAL PWR
IRWIN TO LORENZO	139048.6	54496.9	75966.9	0.0	8096.8	0.0	0.0	0.0	0.0	0.0	487.9	0.0	0.0	0.0
LORENZO TO BLACKFOOT	492763.7	169250.2	243345.8	0.0	43547.5	0.0	88.7	0.0	0.0	0.0	36531.5	0.0	0.0	0.0
BLACKFOOT TO MILNER	1043641.5	517137.4	283713.1	0.0	47100.2	0.0	0.0	0.0	0.0	0.0	195690.8	0.0	0.0	0.0
MAIN STEM HENRYS FRK	98661.9	0.0	0.0	0.0	0.0	84359.0	14302.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
FALLS RIVER	36567.0	5757.7	0.0	0.0	0.0	0.0	20998.9	0.0	0.0	0.0	9810.5	0.0	0.0	0.0
TETON RIVER	18405.2	0.0	0.0	0.0	0.0	0.0	18405.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MISCELLANEOUS	236374.2	0.0	71864.9	32189.7	548.1	0.0	7228.9	0.0	73891.7	0.0	460.6	0.0	0.0	9777.2
TOTAL	2065462.0	746642.2	674890.6	32189.7	99292.6	84359.0	61024.4	0.0	73891.7	0.0	242981.2	0.0	0.0	9777.2

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER - SYSTEM TOTAL (ACRE-FEET)

ALLOCATED	-	2025048.7
UNALLOCATED	-	0.0
MILNER RESERVOIR	-	40413.2
TOTAL SYSTEM	-	2065461.9

2023 WATER DISTRICT 1 RESERVOIR TOTAL STORAGE - OCTOBER 31 (ACRE-FEET)

RESERVOIR	CARRYOVER	LATE FILL	TOTAL
JACKSON LAKE	746642.2	48987.7	795629.9
PALISADES	707080.3	0.0	707080.3
PALISADES WWS	99292.6	180186.0	279478.6
HENRYS LAKE	84359.0	3186.8	87545.8
ISLAND PARK	61024.4	32435.1	93459.5
GRASSY LAKE	0.0	0.0	0.0
RIRIE	73891.7	0.0	73891.7
AMERICAN WWS	0.0	156830.0	156830.0
AMERICAN FALLS	242981.2	104771.5	347752.7
LAKE WALCOTT	0.0	95200.0	95200.0
OTHER	40413.2	0.0	40413.2
PALISADES PWRH	9777.2	0.0	9777.2
TOTAL	2065461.9	621597.1	2687059.2

EXHIBIT 2

WD01's 2023 Rental Pool Procedures

WATER DISTRICT 1

2023 RENTAL POOL PROCEDURES

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- **Table 1**: Flow Augmentation Rental Chart for Procedure 5.2.105(a)
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- Application Form to **Rent** Storage **from** the **Assignment Pool**
- Two-party Private Lease Agreement (all purposes)
- One-party Private Lease Agreement for groundwater recharge
- **Assignment Form** for spaceholder **to supply** storage **to Assignment Pool**
- **Supplemental Pool Form** for spaceholder **to supply** storage **to Supplemental Pool**

2023
WATER DISTRICT 1
RENTAL POOL PROCEDURES

PROCEDURE 1.0 LEGAL AUTHORITY

1.1 These procedures have been adopted by the Water District 1 Committee of Nine pursuant to Idaho Code § 42-1765.

1.2 These procedures shall not be interpreted to limit the authority of the Idaho Department of Water Resources, the Idaho Water Resource Board, or the Watermaster of Water District 1 in discharging their duties as prescribed by statute or rule.

1.3 These procedures shall be interpreted consistent with Idaho Code, rules promulgated by the Idaho Water Resource Board, relevant provisions of spaceholder contracts with the United States, and the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.

1.4 The operation of the rental pool shall in no way recognize any obligation to maintain flows below Milner or to assure minimum stream flows at the United States Geological Survey (USGS) gaging station on the Snake River near Murphy.

1.5 These procedures shall not be interpreted in any manner that is inconsistent with or would adversely impact or effect the rights of the Shoshone-Bannock Tribes as set out in the Fort Hall Agreement, the Blackfoot River Equitable Adjustment Settlement Agreement, and the 2015 Settlement Agreement between the Tribes and the Committee of Nine.

PROCEDURE 2.0 DEFINITIONS

2.1 **Accounting Year:** the Water District 1 accounting year that begins on December 1 and ends on November 30.

2.2 **Acre-foot:** a volume of water sufficient to cover one acre of land one foot deep and is equal to 43,560 cubic feet.

2.3 **Administrative Fee:** a fee per acre-foot assessed on the total quantity of storage set forth in any rental or lease application, disbursed to the District at the end of the irrigation season.

2.4 **Allocation:** the amount of stored water, including carryover that has accrued to a spaceholder's storage space on the date of allocation that is available for the spaceholder's use in the same accounting year.

2.5 **Applicant:** a person who files with the Watermaster an application, accompanied by the required fees, to rent or lease storage through the rental pool.

2.6 **Assignment:** storage provided by an assignor from the current year's storage allocation for rental through the assignment pool pursuant to Procedure 10.

2.7 **Assignment Pool:** storage made available to the Committee through assignor contributions for subsequent rental pursuant to Procedure 10.

2.8 **Assignor:** a participant who assigns storage to the assignment pool pursuant to Procedure 10 and subject to Procedure 7.5.

2.9 **Board:** the Idaho Water Resource Board (IWRB).

2.10 **Board Surcharge:** a surcharge equal to ten percent (10%) of the rental price or lease price assessed on the total quantity of storage set forth in any rental or lease application, disbursed to the Board at the end of the irrigation season.

2.11 **Bureau:** the United States Bureau of Reclamation (USBR).

2.12 **Committee:** the Committee of Nine, which is the advisory committee selected by the members of Water District 1 at their annual meeting and appointed as the local committee by the Board pursuant to Idaho Code § 42-1765.

2.13 **Common Pool:** storage made available to the Committee through participant contributions for subsequent rental pursuant to Procedure 5.

2.14 **Date of Allocation:** the date determined each year by the Watermaster on which the maximum accrual to reservoir spaceholders occurs.

2.15 **Date of Publication:** the date on which the Watermaster publishes on the District website the storage allocation for the current accounting year.

2.16 **Department:** the Idaho Department of Water Resources (IDWR).

2.17 **District:** The District is comprised of the Snake River and tributaries with Basins 01, 21, 22, 23, and 25 points of diversion.

2.19 **Impact Fund:** a fund maintained by the Watermaster for the mitigation of computed impacts to participants pursuant to 2021 rental pool procedures.

2.18 **Extraordinary Circumstances Pool:** Storage made available to the Committee through participant consignments for subsequent rental pursuant to Procedure 11.

2.20 **Infrastructure Fund:** a fund maintained by the Watermaster for the purposes outlined in Procedure 4.5.

2.21 **Lease:** a written agreement entered into between a lessor and lessee to lease storage through the rental pool pursuant to Procedure 6.

2.22 **Lease Price:** a price per acre-foot negotiated between a lessor and lessee as set forth in a lease agreement.

2.23 **Lessee:** a person who leases storage from a participant under a lease.

2.24 **Lessor:** a participant who leases storage to a person under a lease pursuant to Procedure 6 and subject to Procedure 7.5.

2.25 **Milner:** Milner Dam on the Snake River.

2.26 **Milner Spill:** water in excess to the amount that is captured in the reservoir system flowing past Milner Dam that is not storage being delivered under Idaho Power's American Falls storage water right or other storage that is otherwise authorized pursuant to these rules.

2.27 **Net Price:** the average price per acre-foot of all rentals from the common pool or assignment pool, including flow augmentation.

2.28 **Net Proceeds:** the net price times the number of acre-feet rented from the common pool or assignment pool.

2.29 **Participant:** a spaceholder who contributes storage to the common pool pursuant to Procedure 5.2.

2.30 **Participant Contributions:** storage made available to the common pool by participants, with computed impacts accounted from next year's reservoir fill, which forms the supply for large rentals, small rentals, and flow augmentation pursuant to Table 1, subject to the limitations in Procedure 5.2.

2.31 **Person:** an individual, corporation, partnership, irrigation district, canal company, political subdivision, or governmental agency.

2.32 **Rent:** the rental of storage from the common pool, supplemental pool, or assignment pool.

2.33 **Rental Pool:** the processes established by these procedures for the rental and/or lease of storage, mitigation of computed impacts to spaceholders, and disposition of revenues.

2.34 **Rental Pool Subcommittee:** a subcommittee composed of the Watermaster (advisor), a designated representative from the Bureau (advisor), and three or more members or alternates of the Committee who have been appointed by the chairman of the Committee.

2.35 **Rental Price:** the price per acre-foot of storage rented from the common pool, supplemental pool, or assignment pool, as set forth in Procedures 5.3, 8.0, and 10.7, excluding the administrative fee and Board surcharge.

2.36 **Renter:** a person who rents storage from the common pool, supplemental pool, or assignment pool.

2.37 **Reservoir System:** refers to American Falls, Grassy Lake, Henrys Lake, Island Park, Jackson Lake, Lake Walcott, Milner Pool, Palisades, and Ririe.

2.38 **Space:** the active capacity of a reservoir measured in acre-feet.

2.39 **Spaceholder:** the holder of the contractual right to the water stored in the space of a storage facility within the Reservoir System.

2.40 **Storage:** the portion of the available space that contains stored water.

2.41 **Supplemental Pool:** storage made available to the Committee through participant consignments for subsequent rental pursuant to Procedure 8.

2.42 **Watermaster:** the watermaster of Water District 1.

2.43 **Water Supply Forecast:** the forecasted unregulated runoff for April 1 to September 30 at the Heise USGS gaging station, referred to in Table 1.

PROCEDURE 3.0 PURPOSES

3.1 The primary purpose of the rental pool is to provide supplemental irrigation water to spaceholders for the irrigation of District land with an existing primary irrigation water right and to maintain a rental pool with sufficient incentives such that spaceholders supply, on a voluntary basis, an adequate quantity of storage for rental or lease pursuant to procedures established by the Committee. These procedures are intended to: a) assure that participants have priority over non-participating spaceholders and non-spaceholders in renting storage through the rental pool; b) assure that non-participating spaceholders are not impacted; and c) rentals occurring through the assignment pool and supplemental pool do not impact other spaceholders .

3.2 To maintain adequate controls, priorities, and safeguards to insure that existing water rights are not injured and that a spaceholder's allocation is not impacted without his or her consent. To financially compensate an impacted participating spaceholder in the common pool as determined by the procedures developed by the District.

3.3 To provide storage water at no cost under Procedure 5.0 for the benefit of the Tribes consistent with the terms of the Blackfoot River Equitable Adjustment Settlement Agreement and the 2015 Settlement Agreement. Discussions are ongoing to identify the party responsible for mitigating impacts to the Tribes. Nothing in these Procedures should be construed as an admission of liability by Water District 1 or the Committee of Nine.

3.4 To prevent further declines in the Eastern Snake Plain Aquifer and tributary spring flows and reach gains, and to ensure new consumptive uses within the District do not further impact the storage supply and the primary purpose of the rental pool as described in Procedure 3.1, the following shall apply:

3.4.101 A moratorium on all private leases, assignment and common pool rentals that deliver water to new lands or mitigate for diversion of water on new lands, except when:

(a) a water right was legally delivered to the lands from any source prior to 2019; or
(b) contracted storage water was delivered by the District prior to 2019 for mitigation for the use of water on new lands; or
(c) rented storage water was delivered to the lands from the District within the last 5 years.

The moratorium also prohibits rentals for delivery to lands or providing mitigation for lands where a water right or storage use was transferred off said lands, inside or outside the District.

3.4.102 The following exceptions apply to the above moratorium:

(a) Small rentals under Procedure 5.2.103;
(b) Domestic, commercial, municipal, and industrial uses authorized pursuant to a decreed or licensed storage water right and spaceholder contract; and
(c) Land that subsequent to the adoption of Procedure 3.4, is authorized for irrigation purposes under a water organization project's owned water right and other provisions of state law.

3.4.103 All private lessees or rental pool applicants shall certify that the respective private lease or rental pool application complies with the requirements set forth above. Lessees and Applicants that have had prior leases or rentals approved prior to 2019 that would otherwise be prohibited by this rule may present such information to the Watermaster and Committee to show why such lease or application should be approved. Further, the Watermaster and any spaceholder may raise any issues derived from this moratorium in regards to any private lease or rental application which shall be resolved by the Committee.

PROCEDURE 4.0 MANAGEMENT

4.1 **Manager.** The Watermaster shall serve as the manager of the rental pool and shall administer the rental pool consistent with these procedures, which include, but are not limited to:

(a) Determining impacts pursuant to Procedure 7;
(b) Calculating payments to participating spaceholders as prescribed by Procedures 5.2 and 7.3;
(c) Accepting storage into the common pool, assignment pool, and executing rental agreements on behalf of the Committee;
(d) Disbursing and investing rental pool monies with the advice and consent of the Rental Pool Subcommittee; and
(e) Taking such additional actions as may be directed by the Committee.

4.2 **Rental Pool Subcommittee.** The Rental Pool Subcommittee shall exercise the following general responsibilities:

(a) Review these procedures and, as appropriate, make recommendations to the Committee for needed changes;
(b) Review reports from the Watermaster regarding rental applications, storage assignments to the assignment pool, and leases of storage through private leases;
(c) Advise the Committee regarding rental pool activities;
(d) Develop recommendations for annual common pool storage supplies and rental rates;
(e) Assist the Watermaster in resolving disputes that may arise from the diversion of excess storage; and
(f) Assume such additional responsibilities as may be assigned by the Committee.

4.3 **Applications**

4.3.101 Applications to rent or lease storage through the rental pool shall be made each year upon forms approved by the Watermaster and shall include:

(a) The amount of storage sought to be rented or leased;
(b) The purpose(s) for which the storage will be put to beneficial use;
(c) The lease price (for private leases);
(d) To the extent practicable at the time of filing the application, the point of diversion identified by legal description and common name; and a description of the place of use; and
(e) Certification that the rental or lease is not subject to moratorium under Procedure 3.4 above.

4.3.102 *Application Acceptance*. Applications are not deemed accepted until received by the Watermaster together with the appropriate fees required under Procedures 5.3 and 10.7 (rentals) or 6.4 (leases).

4.3.103 *Application Approval.* An application accepted under Procedure 4.3.102 shall be approved after the Watermaster has determined that the application is in compliance with these procedures and sufficient storage will be available from the common pool, assignment pool, and/or lessor to provide the quantity requested in the application. Upon approval of the application, the Watermaster shall send notice to the renter/lessor/lessee and entity owning the point of diversion designated in the application of such approval and allocation of storage; provided, however, no allocation of storage shall be made until the applicant designates the point of diversion and place of use of the rented and/or leased storage in the application or pursuant to Procedure 4.3.106.

4.3.104 *Deadline for Accepting Applications to Rent or Lease Storage*. All applications to rent or lease storage must be accepted by the Watermaster pursuant to Procedure 4.3.102 on or before November 30. Applications accepted after November 30 will be accounted for from storage supplies in the following calendar year, unless an exception is granted by the Rental Pool Subcommittee.

4.3.105 *Deadline to Designate Point of Diversion and Place of Use.* If the point of diversion and/or place of use of the rented and/or leased storage was not previously designated in the application, the renter and/or lessee must make such designation in writing to the Watermaster on or before November 30 of the same year, unless an extension is granted by the Rental Pool Subcommittee. Failure to comply with this provision shall cause any unused storage to automatically revert back to the common pool, assignment pool, and/or lessor, respectively.

4.3.106 *Deadline to Use Rental or Lease Storage.* Approved applications pursuant to Procedure 4.3 or water leased through a private lease, must be used and diverted on or before November 30 of the same year.

4.3.107 *Reporting Requirements for Leases and Assignments to Points of Diversion on Sources Not Regulated by the Water District #1 Watermaster.* To keep Water District #1 assessments, administrative fees, and regulation costs to a minimum, approved rental leases and assignments to points of diversion on sources not regulated by Water District #1 (e.g. Portneuf River, Wood River, Silver Creek, etc.) must have their daily cfs or acre-feet of rental diversions measured by the watermaster of the water district containing the points of diversion receiving the rental storage and then reported by the watermaster of that district to the Water District #1 Watermaster by November 30 of the year storage is rented. Daily diversion reports from individual renters in water districts other than Water District #1 will not be accepted by the Water District #1 Watermaster. Failure of the watermasters in other districts to report to the Water District #1 Watermaster the daily rental storage deliveries within their district by November 30 will result in the rental pool storage not being delivered in the Water District #1 final water right accounting. No refunds for rental prices or fees will be issued to lessors, lessees, or renters when daily deliveries are not reported by the watermaster responsible for the regulation of the points of diversion or re-diversion on the source rental storage is being injected or exchanged with sources from Water District #1.

4.4 **Rental Pool Account**

4.4.101 All monies submitted by applicants shall be deposited in an interest-bearing account known as the "Rental Pool Account" and maintained by the Watermaster on behalf of the Committee. Monies in the Rental Pool Account will be disbursed to participants, the District, and the Board in the proportions set forth in these Procedures. Rental Pool Funds shall be considered public funds for investment purposes and subject to the Public Depository Law, Chapter 1, Title 57, Idaho Code.

4.4.102 Monies deposited in the Rental Pool Account are non-refundable to the extent the rental and/or lease application is approved pursuant to Procedure 4.3.103, regardless of whether the storage is used.

4.5 **Infrastructure Fund**

4.5.101 Monies in the Infrastructure Fund may only be used to fund District costs of projects relating to improvements to the District's distribution, monitoring, and gaging facilities, and other District projects designed to assist in the adjudication, which includes the cost of Blackfoot River Equitable Adjustment Settlement Water, if any is required, conservation, or efficient distribution of water.

4.5.102 Disbursements from the Infrastructure Fund are subject to two-thirds (2/3) Committee approval.

4.5.103 Monies in the Infrastructure Fund may be carried over from year to year.

4.6 **Diversions not Regulated by the District.** Water District #1 and/or its spaceholders will not accept responsibility or liability for any interference to natural flow or storage deliveries that result from rentals or leases to diversions within other water districts.

PROCEDURE 5.0 COMMON POOL

5.1 **Scope.** The common pool consists of storage made available to the Committee through participant contributions. Participants make all of their storage available to the common pool pursuant to the terms of Procedure 5.2, with computed impacts accounted from next year's reservoir fill.

5.2 **Participant Contributions**

5.2.101 *Participants.* Any spaceholder may, upon submitting written notice to the Watermaster prior to March 15 of the current year elect to contribute storage to the current year's common pool rentals to be deducted from the spaceholders subsequent year's storage allocation when excess water does not spill past Milner in the subsequent year. Any spaceholder making such election shall be deemed a "participant" for the current year and every year thereafter until the spaceholder provides written notice to the Watermaster prior to March 15 of the year common pool rentals are purchased, rescinding its participation. Participants choosing to rescind their participation by the March 15 deadline shall receive their proportional share of the previous year's common pool proceeds after having their current year's storage allocation reduced to supply those previous year's common pool rentals but shall cease receiving reductions to their future years' storage allocations to supply common pool rentals and cease receiving common pool rental payments in future years following the rescindment. Upon election from a previous non-participant to begin participation, the new participant is eligible for all the benefits of a participant set forth in these procedures, excluding monetary payment associated with common pool rentals purchased in the year prior to participation election. If after March 15 less than seventy-five percent (75%) of the contracted storage space is committed to the common pool by participants, the Committee may revise the rental pool procedures as necessary prior to April 1.

5.2.102 *Non-Participants.* Spaceholders who are not participants shall not be entitled to supply storage to, or rent storage from, the common pool. Notwithstanding this restriction, the Bureau may rent flow augmentation water from the common pool in the amounts identified in Procedure 5.2.104.

5.2.103 *Small Rentals.* The common pool will make available from participant contributions 5,000 acre-feet for rentals of 100 acre-feet or less per point of diversion for diversions regulated by the Water District #1 Watermaster, subject to the priorities and limitations set forth in Rule 5. Rentals from the small pool shall only be considered for approval following submittal of written consent from the operator of the delivery system. The Committee may approve on a case-by-case basis the additional rental of storage under this provision to exceed the 100 acre-feet limitation. Small Rentals for recharge purposes are prohibited. Small Rentals shall be approved in the same order the rental applications are received by the watermaster beginning on April 5 of the year in which the storage is to be used.

5.2.104 *Flow Augmentation*. The amount of storage, from participant contributions to the common pool, available for rental for flow augmentation shall be determined by Table 1 shown in the Appendix of these procedures.

5.2.105 *Shoshone-Bannock Tribes.* The Tribes shall be treated as non-participants unless written notice is provided by the Tribes under Procedure 5.2.101.

(a) *Blackfoot River Equitable Adjustment Settlement Agreement Water*. Storage water not to exceed 20,000 acre-feet shall be made available in accordance with the terms of the Blackfoot River Equitable Adjustment Settlement Agreement. The source and funding of the storage water shall be determined by the Committee at its June meeting. Administrative fees shall be paid by Water District 1.

(b) *2015 Settlement Agreement.* Storage water not to exceed 10,000 acre-feet (except with the approval of the Committee of Nine) shall be made available in accordance with the terms of the 2015 Settlement Agreement from the current year's Common Pool. Administrative fees shall be paid by Water District 1. Discussions are ongoing to identify the party responsible for mitigating impacts to the Tribes. Nothing in these Procedures should be construed as an admission of liability by Water District 1 or the Committee of Nine.

5.2.106 *Supply Sources*. Common pool storage shall be deducted proportionally from all participants' storage allocations in the year following when the storage was used. If Milner Spill occurs between years, no deduction is necessary.

5.2.107 *Participant Payments*. Monies collected through the rental of the participant contribution portion of the common pool, including flow augmentation, shall be disbursed based on the amount each participant is reduced pursuant to Procedure 5.2.106. In years where no reduction is necessary due to Milner Spill, all monies collected shall be disbursed proportionally based on participant space. Payments will be made to participants within two weeks of the date of publication unless payment is less than $5.00. Payments less than $5.00 shall be applied as a credit to the participant's payment in the following year.

5.3 **Rental Prices**

5.3.101 *Tier 1*: If the storage system fills, the rental price for purposes above Milner shall be $7.00 per acre-foot.

5.3.102 *Tier 2:* If the storage system does not fill but storage is provided for flow augmentation pursuant to Procedure 5.2.104, the rental price for purposes above Milner shall be $17.00 per acre-foot.

5.3.103 *Tier 3:* If the storage system does not fill and no flow augmentation water is provided pursuant to Procedure 5.2.104, the rental price for purposes above Milner shall be $25.00 per acre-foot.

5.3.104 *Determination of Tier1, 2 or 3 Rental Price*: Unless the storage system has filled, the Watermaster shall designate on or before April 5 either Tier 2 or Tier 3 as the rental price for above-Milner rentals. If at any time during the same accounting year, the storage system should subsequently fill, the Watermaster shall designate Tier 1 as the rental price for above-Milner rentals and refund any excess rental fees within 30 days after the date of publication.

5.3.105 *Tier 4:* The rental price for storage rented from for flow augmentation shall be $19.73 per acre-foot.

5.3.106 *Fees & Surcharges*. There shall be added to the rental price for all rentals the Board surcharge and administrative fee, resulting in the following summed amounts charged for common pool rentals for the various tiers described in Procedures 5.3.101 through 5.3.105:

(a) Tier 1: $7.00 + $0.70 + $1.30 = $9.00
(b) Tier 2: $17.00 + $1.70 + $1.30 = $20.00
(c) Tier 3: $25.00 + $2.50 + $1.30 = $28.80
(d) Tier 4: $19.73 + $1.97 + $1.30 = $23.00

5.3.107 *Storage System Fill*. For purposes of Procedure 5.3 only, the storage system is considered full when all storage rights are filled in Jackson Lake, Palisades (except for powerhead), American Falls, and Island Park

5.4 **Limitations.** A participant cannot rent water from the Common Pool if the participant is replacing storage space or water which has been evacuated due to an assignment to or private lease through the Water District 1 Rental Pool, unless an exception is granted by the Committee.

PROCEURE 6.0 PRIVATE LEASES

6.1 **General**. All leases must be transacted through the rental pool. Only participants may lease storage to a Lessee subject to the provisions of theseprocedures, and non-participating spaceholders may not lease storage from participants.

6.2 **Purposes.** Storage may be leased through the rental pool only for beneficial use purposes above Milner. A participant may not lease storage to a lessee and rent storage from the common pool in the same accounting year unless an exception is granted by the Rental Pool Subcommittee.

6.3 **Payment to Lessor.** The lessor shall receive one-hundred percent (100%) of the lease price.

6.4 **Fees & Surcharges.** There shall be added to the lease price the administrative fee and the Board surcharge.

6.5 **Non-Applicability to Common Pool.** Storage leased pursuant to this procedure does not count against the participant contribution volumes set forth in Procedure 5.2.

6.6 **Recharge**. All storage used for the purpose of recharge must be transacted through the rental pool. Unless storage is rented pursuant to Procedures 5.0 or 10.0, storage used for recharge, whether diverted by the storage spaceholder or another person, will be treated as a lease of storage.

6.7 **Idaho Water Resource Board (IWRB) Storage.** Notwithstanding the limitations set forth in Procedures 6.1 and 6.2, the IWRB may lease its existing storage (up to 5,000 acre-feet) to Idaho Power and have it released past Milner for the purpose of mitigating minimum flows at Murphy. The administrative fee must be paid by the IWRB for any storage used for such purpose.

6.8 **Lease of Storage from Bureau Uncontracted Space.** Notwithstanding the limitations set forth in Procedures 6.1 and 6.2, the Bureau may lease storage from its uncontracted space for flow augmentation as identified in Appendix III of the – Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.

6.9 **Lease of Storage from Bureau Powerhead Space.** Notwithstanding the limitations set forth in Procedures 6.1 and 6.2, the Bureau may lease storage from its powerhead space for flow augmentation as identified in III.C.7 of the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.

PROCEDURE 7.0 IMPACTS

7.1 **Determination.** In any year in which the storage rights in the reservoir system do not fill, the Watermaster will determine the actual computed impacts to spaceholders, if any, associated with the prior year's rentals and leases. In making this determination, the Watermaster will use a procedure which identifies the following:

(a) What each computed reservoir fill would have been had the previous year's rentals and leases not taken place;
(b) The storage space from which rented or leased storage was actually supplied for the previous year's rental or lease; and
(c) The amount of storage each spaceholder's current allocation was reduced by the previous year's rental or lease activities.

7.2 **Milner Spill**. There are no computed impacts resulting from the previous and current year's rentals or leases used prior to Milner spill ceasing when the use of those rentals or leases result in reducing the spill from the reservoir system prior to the current year's Date of Allocation, as determined by the Watermaster.

7.3 **Impacts to Spaceholders resulting from all common pool, private leases**, **assignments, supplemental pool, and extraordinary circumstances pool rentals.** To avoid impacts to spaceholders caused by rental pool storage provided under Procedures 5, 6, 8, 9.3, 10, and 11 in years when storage is not spilled past Milner, the supplying spaceholder's storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply previous year leases, assignments, and rentals. If the amount of storage in the reservoir system exceeds the amount necessary to allocate 100% fill to space that wasn't evacuated to supply leases, assignments, and rentals but is insufficient to allocate 100% fill to all system spaceholders, allocations to lessors', assignors', and other space shall occur in the following priorities:

(a) Storage supplied under Procedure 5. This reallocation will only occur in the year following the supply of storage.
(b) Assigned rental under Procedure 10.0, extraordinary circumstances rental under Procedure 11.0, private leases above Milner under Procedure 6.0, and IWRB storage used for mitigating minimum flows at Murphy under Procedure 6.7. This reallocation will only occur in the year following the lease of storage.
(c) Bureau uncontracted storage under Procedure 6.8 until the lessor's affected space fills.
(d) Supplemental Pool leases under Procedure 8.0 until the lessor's affected space refills.
(e) Bureau Powerhead storage under Procedure 6.9 shall be the last space to refill after all other space in reservoirs in Water District 1 until the lessor's affected space fills as identified in III.C.7.c. of the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.

7.4 **Impacts to non-participants resulting from common pool rentals.** To avoid impacts to non-participant storage allocations caused by rental pool storage provided under Procedure 5 in years when storage is not spilled past Milner, the supplying participant's storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply common pool rentals.

PROCEDURE 8.0. SUPPLEMENTAL POOL

8.1 **Purpose.** To provide a voluntary mechanism for the lease of storage water to a participant below Milner for hydropower generation within the state of Idaho when storage water supplies, as a result of hydrologic, climate and other conditions, are sufficient to satisfy above Milner uses and Water District 01 commitments for flow augmentation. A supplemental pool shall be created in order to mitigate for computed impacts associated with leases below Milner, consistent with the Idaho Water Resource Board's policy to establish an effective water marketing system consistent with state law and assuring the protection of existing water rights while accommodating the purchase, lease or conveyance of water for use at Idaho Power's hydroelectric facilities, including below Milner Dam.

8.2 **Annual Authorization.** In order to provide the opportunity to lease water to generate funding of aging infrastructure projects without impacting individual spaceholder fill, storage may be leased through the Supplemental Pool for the purposes described herein. However, no storage may be leased through the supplemental pool until the Committee on or after April 1 of each year authorizes use of the pool and the Committee is satisfied that the goals and terms of the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement are met to provide sufficient flow augmentation supplies for the year or that storage to be released past Milner will count toward flow augmentation.

(a) Mitigation Inc. shall have the right to lease up to the first 10,000 ac-ft of supplemental pool storage under Procedure 8.0, as approved annually by the Committee. Mitigation Inc. shall provide to the Committee a report summarizing the expenditure of revenue from the annual lease(s) by December 31, 2023. If the Committee determines that the preference granted Mitigation Inc. is no longer justified, the Committee may terminate said preference. The preference granted Mitigation Inc. pursuant to this Procedure shall sunset on December 31, 2029. The 10,000 ac-ft preference shall only be applied once per year.

(b) Additional leases of storage in excess of the amount provided in Procedure 8.2(a) may be authorized annually by the Committee pursuant to Procedure 8.0. Mitigation Inc. shall be permitted to supply a pro-rata share of any additional amount made available to the supplemental pool exceeding the initial 10,000 ac-ft in Procedure 8.2(a). If Mitigation Inc. does not supply storage pursuant to Procedure 8.2(a), Mitigation Inc. shall be permitted to supply a pro-rata share of its storage to the supplemental pool along with other spaceholders supplying storage to the supplemental pool.

8.3 **Quantity and Price Determinations.**

8.3.101 The maximum quantity of storage authorized to be leased through the supplemental pool shall be determined annually by the Committee taking into account the advice and recommendation of the Rental Pool Subcommittee, together with current and forecasted hydrological conditions and estimated demand on the rental pool for above Milner uses.

8.3.102 *Price Determination.* The Committee shall authorize the leasing of water, including price pursuant to Rule Procedure 8 after taking into account spaceholder needs and current market conditions for power generation. There shall be added to the rental price the board surcharge and a $1.50 per acre-foot administrative fee associated with the development and implementation of the supplemental pool, assessed on the total quantity of storage set forth in any lease application approved or conditionally approved under Procedure 8.4.

8.3.103 *Subsequent Quantity and Price Determinations.* If within the same accounting year, the Committee subsequently determines based on the criteria set forth in Procedure 8.3.101 that additional opportunities exist for utilizing the use of water within Idaho through the supplemental pool consistent with Procedure 8.1, it shall designate such additional maximum quantity authorized to be leased through the supplemental pool and identify a separate lease price for such additional quantity pursuant to Procedure 8.3.102.

8.4 **Application to Lease Storage from the Supplemental Pool.**

8.4.101 Applications to lease storage from the supplemental pool for hydropower purposes shall be made upon forms approved by the Watermaster and shall include:

(a) The amount of storage sought to be rented;

(b) The rental price with associated fees as identified by the Committee under Procedure 8.3.102; and

(c) The deadline for the Applicant to receive delivery of water through the Supplemental Pool.

8.4.102 *Application Acceptance*. Applications are not deemed accepted until received by the Watermaster together with the appropriate fees required under Procedure 8.4.101.

8.4.103 *Application Approval.* An application accepted under Procedure 8.4.102 shall be approved after the Watermaster has determined that the application is in compliance with these procedures and sufficient storage will be available from the supplemental pool to provide the quantity requested in the application; provided, however, if the date of publication has not yet occurred, approval of the application shall be conditioned on the ability of spaceholders who have contracted to rent storage through the supplemental pool to have a sufficient storage allocation during the accounting year to satisfy their contracts approved under Procedure 8.5.104. Upon approval or conditional approval of the application, the fees collected from the applicant shall be non-refundable to the extent of the total quantity of storage approved or conditionally approved in supplemental pool lease contract(s) under Procedure 8.5.104. The Watermaster shall provide notice of such approval.

8.4.104 *Deadline for Accepting Applications*. All applications to rent storage from the supplemental pool must be accepted by the Watermaster pursuant to Procedure 8.4.102 not later than November 30 in order for the storage identified in such applications to be accounted for as having been diverted as of November 30 of the same year. Applications accepted after November 30 will be accounted for from storage supplies in the following calendar year, unless an exception is granted by the Rental Pool Subcommittee.

8.5 **Supplemental Pool Supply.**

8.5.101 *Notice to Spaceholders of Opportunity to Consign Storage through the Supplemental Pool.* The Watermaster shall provide notice of the supplemental pool on the Water District 1 website, which shall include the following information:

(a) The maximum quantity of storage authorized to be rented through the supplemental pool;

(b) The rental process, including price and deadlines as authorized by the Committee;

(c) Instructions for spaceholders interested in consigning storage through the supplemental pool, including instructions for executing a standardized supplemental pool rental contract; and

(d) The deadline, as set by the Committee, for the Watermaster to receive supplemental pool rental contracts from spaceholders interested in consigning storage through the supplemental pool.

8.5.102 *Supplemental Pool Rental Contracts.* Spaceholders interested in consigning storage through the supplemental pool shall execute a standardized supplemental pool rental contract, which shall be provided by the Watermaster and include provisions for the following:

(a) Limit eligibility to consign storage through the supplemental pool only to spaceholders who qualify as participants under Procedure 2.29;

(b) The quantity sought to be consigned by the spaceholder may be any amount, except that the total amount of storage consigned pursuant to Procedure 8 may not exceed either the maximum quantity set by the Committee under Procedure 8.3.101 or 10% of the spaceholder's total reservoir system space, unless an exception is approved by the Rental Pool Subcommittee;

(c) The 10% limitation described in 8.5.102(b) does not apply to the first 10,000 ac-ft supplied by Mitigation Inc. under Procedure 8.2(a);

(d) The quantity actually consigned by the spaceholder may be reduced depending upon the number of spaceholders who elect to consign storage through the supplemental pool as provided in Procedure 8.5.103;

(e) That, in the event the spaceholder elects to sign a standard pool rental contract before the date of publication, the spaceholder assumes the risk that its storage allocation may be less than the spaceholder anticipated; and

(f) Notice to the spaceholder that if the spaceholder's consignment through the supplemental pool causes computed impacts, the mitigation required under Procedure 8.7 will result in an amount of the spaceholder's space, not to exceed the quantity of storage consigned by the spaceholder, being assigned a junior priority which may not fill for multiple consecutive years, an accounting commonly referred to as "last to fill."

8.5.103 *Distribution of Storage to the Supplemental Pool.* If, following the deadline for receipt of executed supplemental pool rental contracts, the Watermaster determines that the total quantity of storage sought to be consigned through the supplemental pool exceeds the quantity limitation established under Procedure 8.3, then the Watermaster shall reduce the quantity of each supplemental pool rental contract to a pro rata share based on the amount of storage sought to be consigned by each spaceholder. The Watermaster shall amend the supplemental pool rental contract(s) to reflect any reduced quantity required by this provision.

8.5.104 *Rental Contract Approval.* Following receipt of a supplemental pool rental contract, the Watermaster shall determine whether the contract is in compliance with these procedures, and, if so, shall approve the same; provided, however, if the date of publication has not yet occurred, approval of the contract shall be conditioned on the spaceholder having a sufficient storage allocation during the accounting year to satisfy the contract.

8.6 **Notice of Contract Approval and Payment to Consignors**. The consignors shall receive one-hundred percent (100%) of the lease price apportioned according to the quantity of storage each spaceholder consigned through the supplemental pool. The Watermaster shall notify spaceholder(s) who submitted supplemental pool rental contracts of the approved amount and distribute the funds to the lessors within 30 days following approval or conditional approval of an application under Procedure 8.4.103 and rental contract approved under Procedure 8.5.104.

8.7 **November 1 Carryover Unaffected**. For purposes of determining the amount of storage available for flow augmentation under Procedure 5.2.104, storage leased through the supplemental pool shall not affect the November 1 carryover quantity on Table 1.

PROCEDURE 9.0 STORAGE ALLOCATED TO PALISADES WATER USERS, INC. (PWUI)

9.1 **Background and Purpose**. PWUI is an entity originally organized at the specific request of the Bureau to group, under one entity, all individual water users who applied for an allocation of Palisades Reservoir storage because Reclamation's policy at that time was that it would not enter into repayment contracts with individual water users. PWUI does not own natural flow water rights, has no designated service area, and does not own a water delivery system. Instead, PWUI shareholders call for delivery of water allocated to their shares through their own delivery systems or the systems of other irrigation entities and have historically been able to change the location of PWUI storage deliveries upon simple notification to the District. The shares do not describe specific property where storage allocated to such shares are used. One share of PWUI stock is equivalent to one acre-foot of PWUI space in Palisades Reservoir, and allocations of water to PWUI shareholders are made upon that basis. The provisions of Procedure 9.0 are included herein to clarify, between PWUI and the District, how to properly categorize the delivery of PWUI storage to various points of delivery.

9.2 **Delivery of PWUI Storage Water**. Storage allocated to PWUI shares shall not be considered a private lease under Procedure 7.5 in the following circumstances:

9.2.101 The delivery of storage to an irrigation delivery system where the PWUI shareholder has an ownership interest or leasehold interest in property capable of receiving delivery of water through such system.

9.2.102 The delivery of storage allocated to a PWUI shareholder which is assigned to another PWUI shareholder for an amount up to the assignee's unfilled PWUI allocation for the Accounting Year.

9.2.103 The delivery of storage allocated to PWUI's treasury stock provided to a PWUI shareholder.

9.3 **Private Leases of PWUI Storage Water**. Storage allocated to PWUI shares shall be considered a private lease under Procedure 7.5 and subject to impacts under Procedure 7.5 in the following circumstances:

9.3.101 The delivery of storage allocated to PWUI's treasury stock provided to a non-PWUI shareholder for any purpose.

9.3.102 The delivery of storage allocated to a PWUI shareholder which is assigned to another PWUI shareholder for an amount more than the assignee's unfilled PWUI allocation for the Accounting Year.

9.3.103 The delivery of storage allocated to a PWUI shareholder provided to a non-PWUI shareholder for any purpose.

9.3.104 The delivery of storage to a PWUI shareholder which is used for recharge.

9.4 **Applicability of Procedure 5.5 To PWUI Storage**.

9.4.101 Procedure 5.4 shall apply to private leases of PWUI storage described in Procedure 9.3.101.

9.4.102 Subject to Procedure 9.4.103, the Committee hereby grants PWUI an exception from the provisions of Procedure 5.4 such that PWUI shall not be prohibited from leasing water from the Common Pool because of private leases by PWUI shareholders under Procedures 9.3.102 through 9.3.104.

9.4.103 Water leased from the Common Pool by PWUI under Procedure 9.4.102 shall not be allocated to or used by PWUI shareholders who engage in private leases described under Procedures 9.3.102 through 9.3.104.

9.5 **Allocation of Impacts to PWUI**. The allocation of impacts described in Procedure 7.5 of these procedures for private leases described under Procedure 9.3 shall be made to PWUI as the spaceholder. PWUI shall thereafter internally allocate the impacts to the individual PWUI shareholders who participate in private leases described under Procedures 9.3.102 through 9.3.104.

9.6 **Information Provided to District**. PWUI shall provide sufficient information to the District to allow the District to verify PWUI's characterization of the assignment of PWUI storage under Procedure 9.0.

9.7 **Assignment of PWUI Shares to Canal Headings**. PWUI shareholders shall assign its shares to the canal heading where such PWUI shareholder is most likely to request delivery of storage. Water District 1 shall only account for the delivery of PWUI storage when (1) notified by the PWUI shareholder that such shareholder is taking delivery of storage through a canal; or (2) the manager of a canal reports the delivery of PWUI storage to Water District 1.

PROCEDURE 10.0 ASSIGNMENT POOL

10.1 **Purpose.** To provide a voluntary mechanism for participating spaceholders to assign a portion of their storage allocation to be made available for flow augmentation rentals below Milner and also to be made available for other rentals diverted above Milner, including storage rental conveyance and/or exchanges of storage from Water District #1 to other water district diversions that are not regulated by the Water District #1 Watermaster.

10.2 **Assignors.** Any participant may assign storage. An assignment of storage shall be made in writing on forms approved by the Watermaster.

10.3 **Limitations.** A participant may not assign storage and rent storage from the common pool in the same accounting year unless an exception is granted by the Rental Pool Subcommittee. Non-participating spaceholders may not rent storage from the assignment pool.

10.4 **Distribution of Assigned Storage.**

10.4.101 *Dates of assignment.* Storage assigned by participants on or before June 1 shall be rented on a pro-rata basis until all such storage assigned by June 1 has been purchased. Storage assigned from June 2 through November 30 shall be rented to purchasers after all storage assigned by June 1 has been rented and shall be distributed in the order assignments are received by the District. For example, all storage assignments received on June 2 shall be rented in their entirety before storage assigned on June 3, and all storage assignments received on June 3 will be rented in their entirety before storage assignments received on June 4, and so on.

10.4.102 *Payment to Assignors.* Each participant assigning storage on or before June 1 shall be paid a pro-rata share of all net proceeds for assignment pool rental until 100% of the storage assigned on or before June 1 has been rented. Each participant assigning storage after June 1 shall receive 100% of the net price for any of their assigned storage rented.

10.4.103 *Rental Approval and Priority.* Applications to purchase assigned storage may be submitted at any time after April 5 but will not be approved until beginning June 2. If total applications exceed total assignments on June 1, applications will be approved according to the following priorities:
(a) *First Priority.* Rental for flow augmentation pursuant to Procedure 10.6.
(b) *Second Priority*. Water users that have purchased rental or leased storage from the Water District #1 Rental Pool for purposes above Milner in years prior to 2019.
(c) *Third Priority*. All other applicants to purchase assigned storage diverted for purposes above Milner.

If the assignment supply is insufficient to satisfy all purchase applications in a priority, applications in that priority shall be approved in the order they were received on or before June 1. Applications to purchase assigned storage received after June 1 will be approved in the order received after all purchase applications received on or before June 1 have been satisfied and remaining assigned storage is available to satisfy purchase applications received after June 1.

10.4.104 *Assignor Payments and Return of Unrented Assignment Storage.* Assignors will be paid the total amount of rental prices collected for assignment rentals. Any unrented assigned storage will be returned to assignors' carryover at the end of the year.

10.4.105 *Timing of Payments.* Payments will be made to assignors in December of the year in which proceeds were collected.

10.5 **Applications to Purchase Assigned Storage for Uses above Milner.** Applications to rent storage from the assignment pool shall be made in writing on forms approved by the Watermaster.

10.6 **Rental Supplied for Flow Augmentation.** If the storage supplied from Table 1 for flow augmentation is insufficient to meet the needs described in the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement, the Committee has approved providing extraordinary circumstances rental under Procedure 11.0, and the supply for the extraordinary circumstances pool is insufficient to provide the entire request from the Bureau, any remaining requested amount not supplied by the extraordinary circumstances pool shall come from the available assignment pool supply according to the priorities described in Procedure 10.4.103.

10.7 **Rental Prices for Assigned Storage**

10.7.101 *Tier 5*. If the storage system fills, the rental price for purposes above Milner shall be $35.00 per acre-foot.

10.7.102 *Tier 6.* If the storage system does not fill but storage is provided for flow augmentation pursuant to Procedure 5.2.105(a), the rental price for purposes above Milner shall be $45.00 per acre-foot.

10.7.103 *Tier 7.* If the storage system does not fill and no flow augmentation water is provided pursuant to Procedure 5.2.105(a), the rental price for purposes above Milner shall be $55.00 per acre-foot.

10.7.104 *Determination of Tier 5, 6, or 7 Rental Price*: Unless the storage system has filled, the Watermaster shall designate on or before April 5 either Tier 6 or Tier 7 as the rental price for above-Milner rentals. If at any time during the same accounting year, the storage system should subsequently fill, the Watermaster shall designate Tier 5 as the rental price for above-Milner rentals and refund any excess rental fees within 30 days after the date of publication.

10.7.105 *Tier 8:* The rental price for storage rented for flow augmentation shall be $19.73 per acre-foot.

10.7.106 *Fees & Surcharges*. There shall be added to the rental price for all rentals the Board surcharge and administrative fee, resulting in the following summed amounts charged for assignment pool rentals for the various tiers described in Procedures 10.7.101 through 10.7.105:

(a) Tier 5: $35.00 + $3.50 + $1.30 = $39.80
(b) Tier 6: $45.00 + $4.50 + $1.30 = $50.80
(c) Tier 7: $55.00 + $5.50 + $1.30 = $61.80
(d) Tier 8: $19.73 + $1.97 + $1.30 = $23.00

10.8 **Application Approval and Deliveries to Diversions in Water Districts other than Water District #1.** Applications submitted with the appropriate forms, rental prices, fees, and surcharges for purchasing assignment pool storage shall be approved according to Procedure 10.4.103 as assignment pool storage becomes available. However, application approval does not guarantee delivery and/or exchange of assignment pool storage to diversions that are not measured or regulated by Water District #1 unless the daily diversion of rental storage is reported by the Watermasters of those districts to the Water District #1 Watermaster to facilitate the proper accounting of storage rental exchanges and deliveries to water districts outside of Water District #1.

10.9 **Rental Refunds.** Funds collected for approved rental applications will not be refunded regardless of whether or not the rental storage was used by the assignee. Applications that were not approved, or a written request to withdraw the application prior to its approval is received by the district from the applicant, shall have their application monies refunded in December of the year in which the proceeds are collected.

PROCEDURE 11.0 EXTRAORDINARY CIRCUMSTANCES POOL

11.1 **Purpose**. To provide flow augmentation rentals in excess of the amount provided in Procedure 5.2.104, upon a request by the Bureau for additional Water District 1 rentals consistent with the terms of the 2004 Snake River Agreement and these Procedures to further flow augmentation reliability as modeled in the 2007 Biological Assessment, the Committee shall consider making available a greater amount of storage rental if it determines on or before July 1 that extraordinary circumstances justify an additional amount of storage be made available for flow augmentation and existing uses (legal and equitable title to storage rights) are protected consistent with the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement. The Bureau and Committee will also consider on years when Milner spill occurs, the preservation of Uncontracted and Powerhead storage for use in subsequent years; provided, the Bureau exercises sole discretion over whether to use storage in its Uncontracted and Powerhead space for flow augmentation, so long as such use is consistent with the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement and applicable law.

11.2 **Quantity.** The maximum quantity of storage authorized to be leased through the extraordinary circumstances pool shall be determined annually by the Committee taking into account the advice and recommendation of the Rental Pool Subcommittee, together with current and forecasted hydrological conditions and estimated demand on the rental pool for above Milner uses.

11.3 **Price, Fees, & Surcharges.** The rental price for storage rented for flow augmentation shall be $19.73 per acre-foot plus a $1.97 Board surcharge plus a $1.30 administrative fee, resulting in a total $23.00 per acre-foot charge.

11.4 **Extraordinary Circumstance Pool Supply.**

11.4.101 *Notice to Spaceholders of Opportunity to Consign Storage through the Extraordinary Circumstance Pool.* The Watermaster shall provide notice of the extraordinary circumstance pool on the Water District 1 website, which shall include the following information:

(a) The maximum quantity of storage authorized to be rented through the extraordinary circumstance pool;
(b) The rental supply deadline as authorized by the Committee;
(c) Instructions for spaceholders interested in consigning storage through the extraordinary circumstance pool, including instructions for executing a standardized circumstance pool rental contract; and
(d) The deadline, as set by the Committee, for the Watermaster to receive extraordinary circumstance pool rental contracts from spaceholders interested in consigning storage through the extraordinary circumstance pool.

11.4.102 *Extraordinary Circumstance Rental Contracts.* Spaceholders interested in consigning storage through the extraordinary circumstance pool shall execute a standardized extra ordinary circumstance pool rental contract, which shall be provided by the Watermaster and include provisions for the following:

(a) Limit eligibility to consign storage through the extraordinary circumstance pool only to spaceholders who qualify as participants under Procedure 2.28;
(b) The quantity sought to be consigned by the spaceholder may be any amount, except that the total amount of storage consigned pursuant to Procedure 11 may not exceed either the maximum quantity set by the Committee under Procedure 11.2 or 10% of the spaceholder's total reservoir system space, unless an exception is approved by the Rental Pool Subcommittee;
(d) The quantity actually consigned by the spaceholder may be reduced depending upon the number of spaceholders who elect to consign storage through the extraordinary circumstance pool as provided in Procedure 11.4.103;
(e) That, in the event the spaceholder elects to sign a standard pool rental contract before the date of publication, the spaceholder assumes the risk that its storage allocation may be less than the spaceholder anticipated; and
(f) Notice to the spaceholder that if the spaceholder's consignment through the extraordinary circumstance pool causes computed impacts, the mitigation required under Procedure 7 will result in an amount of the spaceholder's space, not to exceed the quantity of storage consigned by the spaceholder, being assigned a junior priority, an accounting commonly referred to as "last to fill."

11.4.103 *Distribution of Storage to the Extraordinary Circumstance Pool.* If, following the deadline for receipt of executed extraordinary circumstance pool rental contracts, the Watermaster determines that the total quantity of storage sought to be consigned through the extraordinary circumstance pool exceeds the quantity limitation established under Procedure 11.2, then the Watermaster shall reduce the quantity of each extraordinary circumstance pool rental contract to a pro rata share based on the amount of storage sought to be consigned by each spaceholder. The Watermaster shall amend the extraordinary circumstance pool rental contract(s) to reflect any reduced quantity required by this provision.

11.4.104 *Rental Contract Approval.* Following receipt of an extraordinary circumstance pool rental contract, the Watermaster shall determine whether the contract is in compliance with these procedures, and, if so, shall approve the same; provided, however, if the date of publication has not yet occurred, approval of the contract shall be conditioned on the spaceholder having a sufficient storage allocation during the accounting year to satisfy the contract.

11.5 **Notice of Contract Approval and Payment to Consignors**. The consignors shall receive the lease price apportioned according to the quantity of storage each spaceholder consigned through the extraordinary circumstance pool. The Watermaster shall notify spaceholder(s) who submitted extraordinary circumstance pool rental contracts of the approved amount and distribute the funds to the lessors within 30 days following approval or conditional approval of a request under Procedure 11.1 and rental contract approved under Procedure 11.4.104.

11.6 **Using Extraordinary Circumstances Pool Supply for Flow Augmentation Ahead of Assignment Pool Supply.** If the amount supplied by participants to the extraordinary circumstance pool exceeds the amount requested by the Bureau for extraordinary circumstances rental, all extraordinary circumstances rental shall be supplied through the extraordinary circumstances pool. If the amount supplied by participants to the extraordinary circumstance pool is less than the amount requested by the Bureau for extraordinary circumstances rental, the extraordinary circumstance rental shall be first supplied by the extraordinary circumstance pool and any remaining amount of extraordinary circumstance rental shall be supplied from the amount available to flow augmentation in the assignment pool pursuant to Procedure 10.0

EXHIBIT 3

WD01's Water Accounting Manual

WATER DISTRICT #1

CONCEPTS, PRACTICES, AND PROCEDURES USED TO DISTRIBUTE WATER WITHIN WATER DISTRICT #1

Upper Snake River Basin, Idaho

Tony Olenichak

3/1/2024

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INTRODUCTION

The earliest description of water district regulation practices and water distribution within Water District #1 was included in the appendix of the 1964 annual Watermaster's Report documenting the water right accounting procedures that were being used in 1964. Bob J. Sutter and Alan Robertson prepared a draft manual for the procedures used in October 1980. Bruce Sandoval created a manual in July 1992 based on the FORTRAN computerized water right accounting used at that time. Tony Olenichak completed his first version of a Water District #1 water right accounting procedures manual March 2, 2015, as requested by the Committee of Nine in 2013. Updated versions were written February 28, 2020, April 14, 2023, and March 1, 2024. The updated versions include water distribution and description changes occurring since the previous manuals were written.

This manual begins with basic concepts of water delivery, gradually becoming more complex as data limitations, canal management, unique water delivery situations, and other water delivery obstacles are considered. Chapters and sections are organized to address specific topics or processes. Most processes intertwine and overlap with processes described in other sections or chapters. Evaluation of any process identified in a specific section or chapter may require a comprehensive understanding of all previous and subsequent chapters.

Procedures and scenarios described in this manual are the ones commonly used and commonly encountered by Water District #1 staff. It is impossible to comprehensively present every possible scenario and circumstance of water delivery in an operations manual. The procedures described may need to be altered slightly to accommodate new, rare, or infrequent occurrences. During these times, the Water District #1 Watermaster and Director of the Idaho Department of Water Resources are ultimately responsible for administering water distribution using the tools and budget available to them. This manual describes the primary concepts, policies, and procedures currently and previously used by Water District #1 to account for water deliveries within the district using the tools and budget provided. Changes to water right accounting procedures in Water District #1 after the date of this manual may occur at any time resulting from changes to policies, funding, legislation, new technology, or any other new developments affecting the administration and distribution of water.

DEFINITIONS

Account (*noun*): reservoir or diversion line item in the water right accounting that shows the *natural flow* (and/or storage) volume (and/or flow rate) accrued or distributed to each reservoir or diversion.

Account *(verb*): distributing water using the water right accounting process.

Accounting year: December 1st through November 30th.

Accrue, Accrual, or accrued: the amount of *natural flow* distributed to a reservoir or storage account in the water right accounting.

Actual date or time: the date when water is at a particular reach or diversion without being adjusted for the time it takes for the water to travel downstream to Milner Dam.

Actual flow or discharge: the surface flow (cfs) observed in a stream channel at the end of a river reach that is comprised of *natural flow*, storage, and/or exchanged surface water.

Ag preference: a Rental Pool principle that provided for limiting the amount of storage that could be rented for hydropower purposes below Milner when the Rental Pool supply wasn't sufficient to fill all ag (agricultural) rental requests above Milner.

Allocate or Allocation: storage (water) volume allotted to a diversion available to be used during the irrigation season.

Cancelled storage usage: storage diverted by a canal or pump in the daily water right accounting that is not deducted from the diversion's storage allocation.

Carryover: the remaining storage in a diversion's or spaceholder's storage allocation (after all debits and credits for storage usage, rentals, and any other adjustments have been made in the water right accounting) carried over from one irrigation year to the next irrigation year.

Channel losses: surface water exiting the stream channel between the beginning and ending points of a reach caused by evaporation, evapotranspiration, bank storage, or surface water percolating down to ground water below the channel bottom.

Code: the computer language or software responsible for enabling the computer to perform water distribution calculations in the water right accounting and storage report computer programs.

Combined diversion: when two or more diversions supplied from the same water right are combined to determine the total amount of *natural flow* distributed to the multiple diversions sharing the same water right in the water right accounting.

Committee of Nine: an advisory committee elected by the water users of Water District 1 to advise the Watermaster between annual meetings and also to facilitate the rental of stored water within the district.

Common Pool: Storage supplied to the Rental Pool indirectly from participating spaceholders according to the Rental Pool Procedures and used for both rentals above and below Milner Dam.

Conveyance losses: water losses in a channel incurred when conveying water from one point to the next.

Day of Allocation: the day of water right accounting in which the maximum amount of storage was available to be allocated to reservoir spaceholders after *Milner spill* ceased.

Discharge: flowing water usually expressed in units of cubic feet per second (cfs).

Distribute or Distribution: *natural flow* and storage delivered to diversions and reservoirs computed using a water right accounting process.

Diversion (assumed to be surface diversion unless specified as a "ground water diversion"): a canal or pump that diverts surface water from a reach. (Note: A dam is sometimes described as a diversion for surface water or *natural flow*, but canals and pumps are more commonly exclusively characterized as diversions).

Excess storage use: the amount water diverted by a canal or pump exceeding its *natural flow* and storage allocation supply.

Exchange: when water diverted in one location or source is replaced by an equivalent amount of water from another location or source, e.g. *natural flow* diverted in exchange for injecting ground water from a well into a stream, or diverting *natural flow* in exchange for storage released from a reservoir, or physically capturing *natural flow* in one reservoir in exchange for releasing stored water from another reservoir.

Fill: can have several different meanings 1) distributing *natural flow* to a water right in the accounting, 2) accruing *natural flow* to a reservoir water right in the accounting, 3) the *paper fill* of a reservoir, or 4) the physical fill of a reservoir.

Final water right accounting: the water right accounting computed for the entire irrigation year (after the irrigation year has ended) using diversion, streamflow, and reservoir data that has been reviewed and finalized.

Flood control: reservoir operations whereby storage is evacuated from a reservoir (prior to peak inflows) to enable the reservoir to later capture additional storage during forecasted peak inflows to prevent (or lessen) flooding downstream during the peak runoff period.

Flow augmentation: water deducted from storage allocations or deducted from rented storage supplies released past Milner Dam for augmenting downstream river discharges.

Futile call: when it is futile for a downstream senior water right to call for an upstream junior water right to be curtailed when curtailment of the junior water right won't result in any additional water provided to the downstream senior water right.

Gage: A measuring instrument used to quantify water discharge, or the act of determining water discharge using measurement instruments.

Groundwater: water in aquifers or water beneath the ground or below the bottom of a stream channel.

Groundwater diversion: a well that diverts groundwater to the surface.

Inflow: surface water entering a reach or entering an on-stream reservoir

In-priority: when *natural flow* is sufficient to fill (or partially fill) a diversion's water right after senior diversion water rights have been satisfied, the diversion's water right is said to be "*in priority*".

Irrigation demand: the amount of water diverted by canals and pumps for irrigation.

Irrigation season: the period of year when irrigation is occurring.

Irrigation year: November 1st through October 31st.

Iteration or iterative process: a mathematical process that continually repeats itself until it closes in on a final result or value.

Junior: arriving later in time, as in having a junior priority.

Lag time: the time it takes for water in a stream channel to travel from one point to the next, same as "travel time".

Last right: the latest (most junior) priority water right in a reach receiving *natural flow* on a day of water right accounting.

Late season fill: *natural flow* accrued to in-priority reservoir storage rights during the last few months of the irrigation year.

Milner date: the actual date or time in the furthest downstream reach (*Minidoka-to-Milner*) in the water right accounting.

Milner spill: water that flows past Milner Dam determined to be uncapturable in the reservoir system upstream from Milner, Minidoka, or American Falls Dams.

Natural flow: the *reach gain*, or total cumulative upstream *reach gains*, in a river system.

Natural flow diversion: canals or pumps that are distributed *natural flow* in the water right accounting, or the amount of *natural flow* distributed to a diversion in the water right accounting.

Non-irrigation season: The period of the year when diversions are not diverting water for irrigation.

On-stream reservoir: a reservoir resulting from a dam constructed across a stream or river.

Outflow: surface water exiting out the end of a reach or being released from an on-stream reservoir.

Out-of-priority: when *natural flow* is insufficient to fill a diversion's water right after senior diversion water rights have been filled in the water right accounting, the diversion's water right is said to be "*out of priority*".

Pan evaporation: the amount of water (inches) evaporated from an evaporation pan of water.

Paper carryover: carryover storage in a reservoir water right account after storage usage has been deducted from the storage that was allocated to the account on the *Day of Allocation* in the water right accounting.

Paper fill (for an individual reservoir): the cumulative *reach gains* or *natural flow* distributed to a reservoir's water right in the water right accounting unadjusted for: 1) reservoir evaporation; 2) reservoir releases; 3) storage physically captured during when the reservoir was out of priority; 4) storage physically held in the reservoir that was accrued to another reservoir's water right; and 5) accrual to the reservoir that was physically captured by another upstream reservoir or was diverted as storage by a water user upstream.

Paper fill (for the reservoir system): the sum of all individual reservoir's *paper fill* (see preceding definition) in the reservoir system unadjusted for reservoir evaporation, storage usage, and storage spilled past Milner Dam.

Physical fill or physical carryover: the volume of water physically held in a reservoir or in the reservoir system.

Point of diversion: the location (or point) on a stream where water is diverted by a dam, pump, or canal.

Power (Pwr) flow: the amount of *natural flow* delivered exclusively to the Minidoka hydropower water right in the water right accounting program.

Preliminary water right accounting: the water right accounting computed during the irrigation season using preliminary diversion, streamflow, and reservoir data being reported at that time.

Prior appropriation doctrine: the policy whereby water diversions, developed prior to other diversions, have a priority (date) and a right to divert water ahead of diversions developed later in time when the amount of *natural flow* is insufficient to fill all water rights, also characterized by the phrase *"first in time, first in right"*.

Priority: the date when a water right was first developed and its relative delivery sequence to other water rights developed before (senior) or after (junior) that date under the prior appropriation doctrine.

Projected data: water right accounting data forecasted to occur in the future based on the previous daily diversions and trends in *reach gains*.

Projections: forecasted priority, diversion, and *reach gain* values in the water right accounting.

Reach: a segment of stream channel.

Reach gain: the gain (positive value) or loss (negative value) of water between the beginning and ending of a reach, computed as the reach outflow minus the reach inflow, plus the reach's surface diversions, change in reservoir content, reservoir evaporation, and injections from groundwater exchange wells.

Reach loss: a negative *reach gain*.

Real time: the actual date when water is passing a point along the river channel.

Recharge: surface water diverted to a site where it will sink into the ground to replenish the aquifer.

Remaining natural flow: the calculated *natural flow* remaining in a river reach after distribution of *natural flow* to water rights in the water right accounting.

Rental: storage supplied, purchased, or leased through the Water District #1 Rental Pool.

Rental Pool: a vehicle for the temporary one-year transfer of storage from a spaceholder to another water user, or the one-year transfer to use storage for purposes different than what is listed on the storage water right, as allowed and described in the Rental Pool Procedures.

Rental Pool Procedures: a set of procedures formulated by the Committee of Nine governing the methods to supply storage to, and rent storage from, the Water District #1 Rental Pool.

Reservoir content: the volume of water physically held in a reservoir.

Reservoir evaporation: the increased amount of evaporation caused by a reservoir after it has been constructed on top of a natural streambed, lake, or riparian area.

Reservoir releases: the physical (actual) discharge flowing through the dam(s).

Reservoir system: the nine reservoirs listed in the water right accounting program that include: Jackson Lake, Palisades, Henrys Lake, Island Park, Grassy Lake, Ririe, American Falls, Lake Walcott, and Milner Lake Reservoirs.

Return flow: water that returns to the stream after being diverted from the stream.

Runoff: melting snow and rain that runs off the watershed creating discharge in the streams and rivers.

Senior: arriving earlier in time, as in having a senior priority.

Seepage loss: surface water percolating down through the canal bottom and sides and becoming ground water.

Shift: the deviation from the stage-discharge rating equation of a stream or canal as channel conditions change that result in slowing water velocity caused by vegetation growth, deposition, or irrigation check structures (negative shift), or resulting from vegetation removal or channel scouting (positive shift).

Shortfall: the volume of space in a reservoir or the reservoir system that fails to physically fill as a result of flood control operations.

Spaceholder: a person or entity that contracts or owns space in a reservoir that may have some entitlement to storage accrued to, or allocated from, the reservoir water right.

Storage: water held in a reservoir or *natural flow* that has accrued to a reservoir water right.

Storage diversion: canal or pump diversion that diverts an amount of water exceeding the amount of *natural flow* distributed to the diversion in the water right accounting, or the amount of water diverted in excess of *natural flow*.

Storage past Milner: the cumulative amount of water passing Milner Dam that was previously accrued to a reservoir storage right account in the water right accounting.

Storage report: the computer program used for distributing storage available to reservoir and surface diversion accounts with adjustments for reservoir evaporation, diverted storage, storage rentals, and other storage transactions, also used to compute storage carryover for each diversion or spaceholder at the end of the irrigation year.

Storage right: A water right with storage as a purpose of use (always in conjunction with an on-stream reservoir in this manual).

Storage season: the time of year when water accrues to reservoir water rights approximately from October through June, but the number of days or months can vary from year to year depending on the water supply and the irrigation demand by senior diversions.

Storage usage: the total amount of water diverted by a canal or pump minus the *natural flow* distributed to the canal or pump on a day of water right accounting.

Storage yield: the volume of storage allocated to a reservoir water right or to a spaceholder's contracted space after evaporation losses have been deducted from the water right's fill comprised of new accrual and/or *carryover*.

Stored flow: the *actual flow* minus the *remaining natural flow* computed for a reach in the water right accounting.

Surface water: water on top of the surface contained in a channel, pond, lake, or reservoir.

System: the area containing the streams, reservoirs, and/or diversions regulated by Water District #1.

Travel time: the time it takes for water in a stream channel to travel from one point to the next, same as "lag time".

Unallocated (unaccounted or undefined) storage: *reach gain* or *natural flow* that was physically stored in the reservoir system that was not distributed to a water right on a day of water right accounting or was not allocated to a reservoir spaceholder on the Day of Allocation.

USBR: United States Bureau of Reclamation.

USGS: United States Geological Survey.

Water right: the entitlement (obtained through a judicial court decree or obtained as a permit or license from the Idaho Department of Water Resources) to divert an amount of *natural flow* under priority from a stream channel for a particular purpose or use.

Water right accounting program: the computer program used for quantifying and distributing *natural flow* and storage to reservoirs and surface diversions.

Chapter 1: WATER DISTRICT #1 GEOGRAPHIC AREA AND DIVERSIONS

1.1 Water District #1 establishment and evolution

The office of the Snake River Watermaster was established in 1919 to distribute Snake River water upstream from Milner Dam following two water right adjudications. The *Rexburg* Decree, dated December 16, 1910, adjudicated and decreed water rights to diversions on the Snake River and its tributaries upstream from the confluence with the Blackfoot River. The *Foster Decree*, dated June 20, 1913, adjudicated and decreed water rights to diversions on the Snake River from Minidoka Dam to Milner Dam. The two decrees, including the delivery of Jackson Lake Reservoir storage water, provided for the initial distribution area of Water District #1. Originally called Water District #36 up until 1971, Water District #1 accounts for the water deliveries to nine major reservoirs and approximately 350 canal and pump diversions each day. In addition to the diversions regulated daily, the water district also regulates several other diversions within the district on a less rigorous schedule.

Water right accounting began when the Watermaster first started hand calculating and recording the natural (normal) flow and storage water delivered to major canal diversions in the Snake River and some of its tributaries. Advances in technology allowed for a computerized program to replace the hand calculated water distribution in 1978. Computerized water right accounting reduced hand calculations and significantly sped up the process for producing a near real-time accounting. Accounting accuracy has also been increased over time by adopting new technology. Some diversions historically monitored only once per day are now monitored continuously over the entire day. Telemetered canal gaging stations currently measure diversions every 15 minutes, computing precise water volumes diverted over the entire 24-hour period, and transmitting the data to the Water District #1 office daily. Small irrigation pumps that previously were not included in the water right accounting because of the additional time it would take for data collection and computation can now be included in the water right accounting using modern computer technology that allows for much quicker computations and allows for an unlimited number of diversions to be included.

Historically, data produced from the water right accounting was only available by mail, phone, or visiting the Water District #1 office, and sometimes not available until the end of the year. Measurement and water distribution information is now readily available for water users via computer networking and electronic data-transfer to view on a real-time basis to help manage water supplies during the irrigation season. In addition to the current year's data posted on the internet, historical delivery data for previous years is also published on the water district's webpage for canal managers to analyze and compare to the current year's water supply.

1.2 Tributaries regulated by Water District #1 that are not in the computerized water right accounting and "futile call"

There are some tributaries regulated by Water District #1 not included in the computerized water right accounting. Rainey Creek in Swan Valley and the Teton River tributaries in the Upper Teton Basin are examples. These tributaries are regulated and measured by Water District #1 hydrographers and deputy watermasters on a regular basis but are not included in the computerized water right accounting because those streams are intermittent throughout most of the irrigation season and the diversions from those intermittent sources are often regulated on separate priority systems different from the downstream tributaries.

During times when the water of a tributary is connected to the river on the surface, tributary diversions are regulated on the same priority system as the downstream river diversions. However, when all diversions on the tributary have been curtailed and the tributary becomes intermittent, priorities on the tributary upstream from the dry channel section(s) are delivered according to water right priorities that can be filled on the tributary upstream from the dry section, independent of the water right priorities delivered downstream from the dry section, until such time the tributary once again becomes connected on the surface to the downstream reaches. This protocol is based on *futile call doctrine* where it is futile for downstream senior water rights to call for additional water from upstream junior diversions when curtailment of a diversion does not provide an appropriate amount of additional water to the downstream senior diversion, as determined by the Watermaster.

For example, South Leigh Creek, tributary to the Teton River, may go dry in two different stretches of the creek before reaching the Teton River after all diversions on the creek have been curtailed during the summer. When this occurs, the most senior diversions on the creek upstream of the dry stretches have been allowed to divert *natural flow* independent of the priorities being delivered downstream on the Teton River. When the curtailment of South Leigh Creek diversions does not increase the amount of surface water reaching the Teton River from South Leigh Creek, water rights with priorities junior to those being curtailed on the Teton River are allowed to divert water on South Leigh Creek as if they were diverting from a completely separate water source different from the Teton River.

Intermittent streams are not included in the computerized accounting because it would require an installation of additional stream gaging stations at multiple locations along each intermittent stream where the stream may potentially go dry to accurately compute the priority delivered within each reach of each intermittent stream. The cost of installing additional stream gaging stations to accommodate this calculation for intermittent streams has been determined to be prohibitive. Instead of using a computerized program, Water District #1 hydrographers and deputy watermasters determine the appropriate water right priorities that can be filled within each reach of each intermittent stream. This provides for a more cost-effective method to regulate these diversions while still protecting downstream senior water rights when intermittent tributaries are connected to those sources on the surface.

1.3 Snake River tributaries not regulated by Water District #1

Within the Upper Snake River Basin there are some Snake River tributaries that have not been regulated by Water District #1. These tributaries fall into a few different categories.

The first category includes tributaries that have their own established water districts where water deliveries within those districts are administered by those district Watermasters. This category includes water districts in the Portneuf River Basin, Blackfoot River Basin, and Rock Creek Basin.

The second category of tributaries not historically regulated by Water District #1 consists of tributaries and drains that receive most, or all, of their water from canals. Water rights to *natural flow* in these areas would be very difficult to measure and regulate because of the difficulty of distinguishing how much tributary or drain water is *natural flow* versus water being conveyed in the tributaries for canal deliveries. To establish regulation in these areas, it would require considerable amounts of new stream gaging stations added to each small tributary or drain to segregate *natural flow* from canal water. Previous evaluations have determined the additional equipment and labor expenses associated with expanded regulation would be prohibitive when compared to the very small amount of additional *natural flow* that would be added to the system resulting from expanded areas of regulation.

The last category of tributaries not historically regulated by Water District #1 includes tributaries in isolated or very remote locations with relatively small amounts of water diverted, also making them very costly to administer daily. Visiting these remote locations to collect data and to regulate the diversions daily would require additional staffing and equipment. Adding these diversions to the daily regulation schedule would require significant increases to Water District #1 expenditures without significantly increasing the amount of *natural flow* regulated within the water district.

1.4 Groundwater diversions

Net gains and losses in a river reach calculated by the water right accounting are the summed effects of unmeasured tributary inflow, spring inflows, irrigation return flow, evapotranspiration, channel seepage, and any other factor that can influence gains and losses within a river reach. Channel seepage can occur because of porous channel substrate and re-emerge as spring inflows in downstream reaches. Channel seepage and spring inflow can also be affected by groundwater withdrawals and aquifer recharge projects. The Water District #1 surface water right accounting quantifies only the net gain or loss in a river reach from all these influences but does not segregate or quantify each individual effect.

The purpose of the Water District #1 surface water right accounting is to compute the available *natural flow* and storage water in each river reach, measure each reach's surface diversions, and regulate the surface diversions according to their water rights and the actual measured quantities of surface water available each day. The water right accounting **does not** segregate or quantify specific reasons for any *natural flow* net gains or depletions within a river reach after the effects of surface diversions and reservoirs have been removed from the reaches. Groundwater (water beneath the surface) is not distributed to surface water rights. Therefore, groundwater diversions are not regulated or measured by Water District #1 and are not included in the Water District #1 surface water right accounting except for the injection of groundwater into surface-water channels from the exchange wells discussed in *Chapter 10*.

Groundwater models or models that incorporate surface water right accounting can be used to regulate groundwater priorities or to theoretically estimate mitigation requirements from junior groundwater diversions to senior surface diversions. Incorporating modeled groundwater depletion or modeled subterranean return flow resulting from recharge into Water District #1's surface water right accounting could corrupt proper distribution of actual surface *natural flow* to surface water right holders because of the inability to precisely measure the depletion and subterranean return flow quantities and timing of those inflows for each individual reach each day. Any underestimation or overestimation of theoretical daily depletions would result in an inaccurate amount of *natural flow* delivered to surface water right diversions within Water District #1.

For these reasons, groundwater diversions, groundwater depletions, or modeled return flow from groundwater recharge have not been included in Water District #1's daily surface water right accounting used to distribute the actual (rather than theoretical or forecasted) surface water flow available to diversions' surface water rights each day. The actual surface water flow is the observed discharge in the river channel comprised of *natural flow*, storage, and exchanged surface water.

Chapter 2: CALCULATION OF NATURAL FLOW

2.1 Water right accounting river reaches

A river reach in the water right accounting is defined as a stream segment within a basin where the gain of water between the beginning and ending points of the reach are measured or calculated. The Snake River and its tributaries regulated by Water District #1 are broken into 36 separate reaches. Water District #1 gathers daily streamflow, reservoir, and diversion data for each reach and then computes the *natural flow* and water right priority filled on that day for each reach.

Table 1 lists the description of the 36 reaches beginning with the furthest upstream reach, *Snake River to Moran,* and proceeding downstream to the furthest downstream reach *Minidoka to Milner*. Alpha-numeric labels are assigned to each reach shown in *Table 1* based on the water source of the reach, relative position to other reaches, and the number of reaches on each source. For example, Falls River has three reaches designated with an alpha character "F" followed by the numbers 1 through 3 with *Reach F1* being the furthest upstream Falls River reach and *Reach F3* being the furthest downstream Falls River reach. *Figure 1* immediately following *Table 1* illustrates the relative positions of reaches within the district.

Table 1: Description of the 36 river and tributary reaches in the Water District #1 water right accounting.

REACH LABEL	REACH NAME (DESCRIPTION)
SNAKE RIVER	
S1	To Moran (Snake River Basin upstream of Jackson Lake outlet)
S2	Moran to Alpine
GREYS RIVER	
G1	Greys River (above Palisades Reservoir)
SALT RIVER	
L1	Salt River (above Palisades Reservoir)
SNAKE RIVER	
S3	Alpine to Irwin (Includes Palisades Reservoir)
S4	Irwin to Heise
S5	Heise to below Dry Bed (Includes Dry Bed and all Great Feeder Canal diversions)
S6	Below Dry Bed to Lorenzo
HENRYS FORK	
H1	To Henrys Lake (Henrys Fork Basin upstream of Henrys Lake Outlet)
H2	Henrys Lake Outlet to Island Park (Includes Island Park Reservoir)
H3	Island Park to Ashton
H4	Ashton to above Falls River (Ashton to confluence of Falls River)
FALLS RIVER	
F1	To Grassy Lake (Falls River Basin upstream of Grassy Lake outlet)
F2	Grassy Lake to above Yellowstone Canal
F3	Above Yellowstone Canal to Chester (end of Falls River)
HENRYS FORK	
H5	Above Falls River to St. Anthony (Falls River confluence to Henrys Fork St. Anthony gage)
H6	St. Anthony to above North Fork Teton River (St. Anthony to confluence of Teton River)
TETON RIVER	
T1	Above South Leigh Creek to Near St. Anthony gage
T2	Near St. Anthony to Teton River Forks (Nr St. Anthony gage to Teton North and South Fork gages)
T3	Teton Forks to Mouth (Lower North Fork of Teton River to confluence with Henrys Fork)
HENRYS FORK	
H7	Above North Fork Teton River to Rexburg (Confluence of Teton River to Henrys Fork Rexburg gage)
SNAKE RIVER	
S7	Lorenzo to Menan (Includes confluence of Henrys Fork to Snake River)
S8	Menan to near Idaho Falls
S9	Near Idaho Falls to abv Willow Creek (Nr Idaho Falls gage to confluence of Willow Creek Floodway Channel)
WILLOW CR	
W1	Willow Creek below Tex Creek (Willow Creek Basin upstream of *Willow Creek below Tex Creek* gage)
W2	Below Tex Creek to near Ririe (Includes Ririe Reservoir)
W3	Near Ririe to Willow Creek Floodway near Ucon (Includes Sand Creek and Willow Creek diversions)
W4	Floodway near Ucon to End of Floodway Channel (Floodway Channel confluence with Snake River)
SNAKE RIVER	
S10	Willow Creek to Shelley (Confluence of Willow Creek Floodway to Snake River Shelley gage)
S11	Shelley to *Snake River at Blackfoot* gage
S12	At Blackfoot to below Blackfoot (*Snake River at Blackfoot* gage to Parsons Canal)
S13	Below Blackfoot to near Blackfoot (below Parsons Canal to *Snake River near Blackfoot* gage – includes confluence of Blackfoot River)
PORTNEUF R.	
P1	Portneuf River at Pocatello to confluence with American Falls Reservoir
SNAKE RIVER	
S14	Near Blackfoot to Neeley (includes American Falls Reservoir)
S15	Neeley to Minidoka (includes Lake Walcott)
S16	Minidoka to Milner (includes Lake Milner)

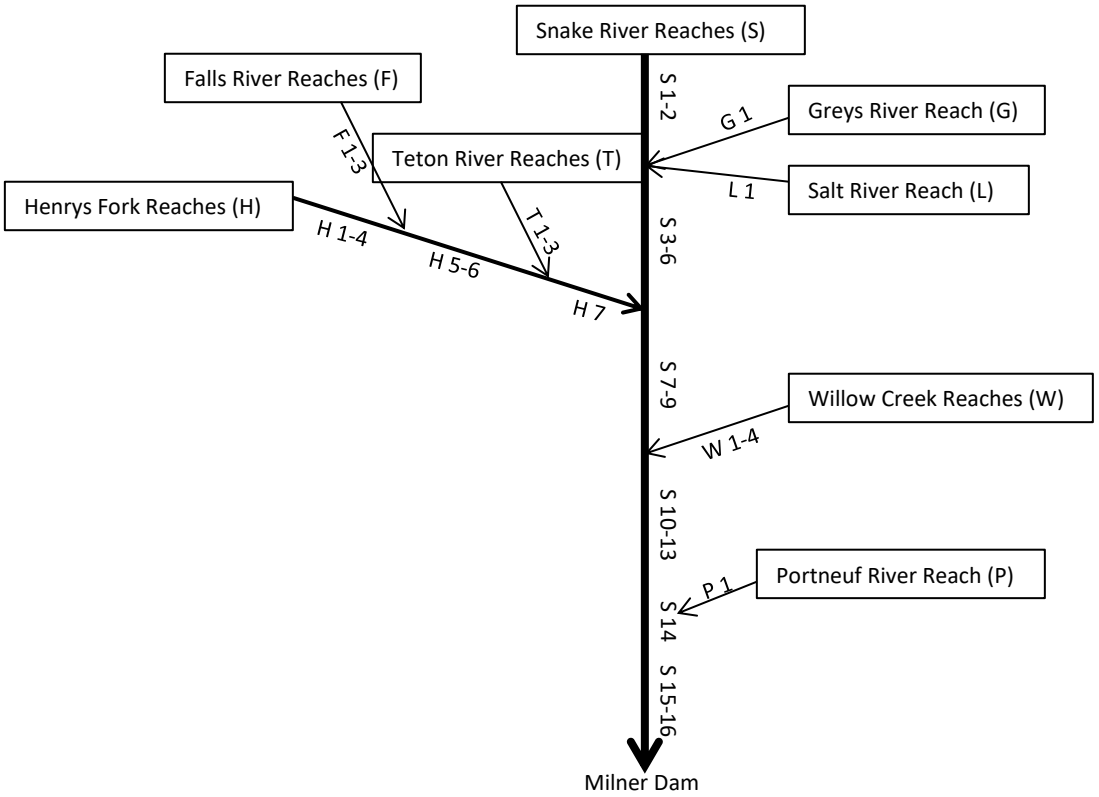


Figure 1: Schematic Illustrating relative positions of Snake River and tributary reaches described in Table 1.

The alpha numeric labels in *Table 1* and *Figure 1* will be used in this manual to allow readers to easily identify the source and position of each reach. *Table 1* and *Figure 1* reach numbers are not the same numbers assigned to the reaches in the computer code used to compute the water right accounting. Reach numbers used in the computer code may be found in other manuals describing the computer accounting code.

The Portneuf River *Reach P1* in Water District #1's water right accounting is a measure of the surface inflow to American Falls Reservoir from the Portneuf River measured at the *USGS Portneuf River at Pocatello* streamflow gaging station. *Reach P1* was included in the water right accounting to segregate the Portneuf River surface discharge from all other gains in the *Below Blackfoot to Neeley* reach *(S14)* of the Snake River. The Fort Hall Michaud Pumping Plant at the mouth of the Portneuf River has historically been regulated by Water District #1 because it pumps American Falls and Palisades storage water downstream of the *USGS Portneuf River at Pocatello* gage. All other stream gages and diversions upstream from the Fort Hall Michaud Pumping Plant and all other Portneuf River tributaries are regulated by other water districts.

The river reaches upstream from the confluence with the Blackfoot and Snake Rivers include diversions on tributaries. For example, Conant Creek and Squirrel Creek are tributaries to the Falls River in *Reach F3*. Therefore, Conant Creek and Squirrel Creek diversions are included with the Falls River diversions between the USGS *Falls River above Yellowstone* gage and USGS *Falls River near Chester* gage when calculating the *natural flow* and distributing water to water rights in *Reach F3*.

Another example is Canyon Creek that flows into the Teton River in *Reach T1*. All Canyon Creek diversions are included in the *natural flow* calculation for *Reach T1* and are regulated according to the *natural flow* and priorities available in *Reach T1, unless the natural flow in Canyon Creek is less than the amount required to fill up to those priorities, in which case Canyon Creek deliveries would be limited to those senior priorities that could be filled with the natural flow from Canyon Creek*. Regulated diversions on tributaries entering a reach between the inflow and outflow gages of that reach are regulated according to the available *natural flow* and priorities in that reach. A current list of diversions with water rights and their reaches is available on the www.waterdistrict1.com website under the *CURRENT DATA* tab.

2.2 Reach gain equation

After reaches in the system have been identified, the next step for computing *natural flow* in the water right accounting is to calculate the reach *gain* or *loss* of water within every river reach. A river reach is defined as a stretch of river with a measurement at its beginning and ending points. The *reach gain* is calculated using the following equation for reaches that don't contain any diversions, reservoirs, or exchange wells:

Reach Gain = Reach Outflow – Reach Inflow

The inflow and outflow values are stream discharges expressed in cubic feet per second (cfs) at the beginning (inflow) and ending (outflow) of the reach. This inflow and outflow data is obtained from USGS streamflow stations when both the beginning and ending of the reach is bounded by USGS gaging stations. If the reach is at the top of a drainage and only has a single USGS streamflow station at its downstream end, the inflow at the beginning of the reach at the top of the watershed is zero. When the equation results in a positive value for *reach gain*, there is a gain of surface water between the beginning and ending of the reach. When the equation results in a negative value for *reach gain*, there is a loss of surface water between the beginning and ending of the reach.

Diversions (canals and pumps) between reach inflow and outflow points are included in the *reach gain* equation to accurately quantify the gains or losses of *natural flow* in the reach. The value for diversions is the sum of flow rates (cfs) for all canals and pumps diverting water between the inflow and outflow points of the reach. For reaches containing diversions, the equation to calculate *reach gain* or *loss* between the inflow and outflow points becomes:

Reach Gain = Reach Outflow – Reach Inflow + Diversions.

Reservoirs also affect the natural outflow of a reach in a few different ways. When reservoir contents are increasing, the reservoir has the effect of decreasing the amount of reach outflow that otherwise would be present if the reservoir did not exist. When reservoir contents are decreasing, the effect of the reservoir is to increase the amount of reach outflow that otherwise would not be present without the additional reservoir releases. Reservoirs also create a larger water surface area compared to the river channel existing prior to reservoir construction. The increased surface area of a reservoir creates additional evaporation losses that would not have occurred had the reservoir not been constructed. To remove reservoir effects from *natural flow* calculations, the *reach gain* equation for reaches containing reservoirs becomes:

Reach gain = Outflow – Inflow + Diversions + Change in Reservoir Content + Reservoir Evaporation.

Change in reservoir content represents the change in content during the 24-hour period, midnight to midnight. If reservoir content increases over a 24-hour period, a positive value is used for change in content. If reservoir content decreases, a negative value is used for change in reservoir content in the equation. The change in content must be expressed in units of 24-hour cubic feet per second (cfs). To convert from acre-feet contents to 24-hour cfs, the acre-feet value is divided by 1.98347 acre-feet per cfs. If a reach does not contain a reservoir, the reservoir contents and evaporation for that reach are set to zero in the *reach gain* equation.

There is a net gain of water between the beginning and ending of the reach when the computed *reach gain* results in a positive value. There is a net loss of water between the beginning and ending of the reach when the computed *reach gain* results in a negative value.

2.3 Reservoir evaporation loss and seepage

Evaporation from the water surface and transpiration from phreatophyte vegetation are factors which contribute to losses in a river reach. Evaporation and transpiration from a river occur naturally and are part of the loss to the *natural flow* supply. **Reservoir evaporation** is the only component of evaporation itemized in the *reach gain* equation. Reservoir evaporation is the increased amount of evaporation caused by an on-stream reservoir after it has been constructed on top of an existing natural streambed, expanding the water surface area, and increasing evaporation greater than what existed in the stream channel prior to reservoir construction. The increased reservoir evaporation is calculated in the water right accounting and added back into the *reach gain* equation to recreate the *reach gain* conditions that existed prior to the reservoir being built.

There are nine major on-stream reservoirs in Water District #1. Five of the nine reservoirs were determined to have significantly increased river channel water surface areas after water was impounded behind the dams and thus increased reach evaporation losses following dam construction. The reaches containing Jackson Lake, Henrys Lake, Grassy Lake, and Lake Milner have zero amounts of reservoir evaporation added into the *reach gain* equation in the water right accounting. Jackson Lake, Henrys Lake, and Grassy Lake Reservoirs did not significantly increase natural evaporation losses because those three reservoirs impounded water on top of existing natural lakes resulting in nearly equivalent amounts of evaporation before and after dam construction. Milner Dam's purpose was to raise the surface elevation of the Snake River to provide water to Twin Falls and North Side Canals without impounding additional irrigation storage. Any increase in evaporation loss resulting from Milner Dam construction has the effect of reducing the amount of *natural flow* arising in the *Minidoka to Milner* reach containing the two canals for which the dam was constructed. Because water physically held in Lake Milner typically has not been allocated to spaceholders, no adjustment for evaporation in the water right accounting occurring in the *Minidoka to Milner* reach was necessary.

Hydropower dams and irrigation diversion dams built in the river such as Ashton Dam, Chester Dam, and Gem Lake Dam do not impound storage water for irrigation and are assumed to have not significantly increased natural evaporation losses. Therefore, no adjustment to evaporation for these structures has been included in the water right accounting.

Pan evaporation data was initially used to measure reservoir evaporation for Lake Walcott, American Falls, Ririe, Island Park, and Palisades Reservoirs in the computerized water right accounting. However, daily real-time data collection for pan evaporation eventually proved to be unreliable, so regression equations were developed in 1991 to correlate the historical pan evaporation data with the more readily available evapotranspiration data recorded at the Aberdeen Weather Station (*Sutter, 1/31/1992*).

Evaporation losses are not calculated in the water right accounting from November through March. Historical pan evaporation data had not been collected November through March, and reservoir evaporation losses were considered less significant in the winter months because of lower temperatures and ice-covered reservoirs. The primary reason reservoir evaporation losses are not calculated from November through March is a matter of convenience and practicality in the water right accounting. Calculating and adding reservoir evaporation into the *reach gain* equation from November through March would add an additional amount of *natural flow* accrued to reservoir storage water rights but because the reservoir evaporation losses are later subtracted from reservoir accrual before allocation to spaceholders in the spring (*Chapter 9*), the net effect of adding the reservoir evaporation into reservoir accrual during the non-irrigation season and then subtracting it from spaceholders' allocations would be zero. The only time it is necessary to add reservoir evaporation into the *reach gain* equation is during the irrigation season when all, or a portion of, calculated *natural flow* is being delivered to non-reservoir water rights.

Computed evaporation losses are reduced by any precipitation falling on the reservoir surface. If the daily precipitation amount is greater than the daily evaporation caused by the expanded surface area of the reservoir, the net daily evaporation loss for the reservoir in the water right accounting is set to zero. The following equation has been used to compute net daily evaporation losses on Lake Walcott in the water right accounting:

Walcott Evap = ((((ABEI$_{ET}$ *1.18)*0.7)-Precip)/12)* Surface acres

where

Walcott Evap = acre-feet net evaporation loss from Lake Walcott Reservoir
ABEI$_{ET}$ = daily inches of evapotranspiration measured at Aberdeen Weather Station
1.18 = correlation factor converting evapotranspiration to pan evaporation
0.7 = ratio of reservoir evaporation to pan evaporation
Precip = daily inches of precipitation at Lake Walcott
12 = conversion factor from inches to feet
Surface acres = expanded water surface area of Lake Walcott beyond original channel area

The American Falls Reservoir evaporation is calculated only for the first 8,000 acres of reservoir surface area because it was determined that only the first 8,000 acres of land inundated by American Falls Reservoir in 1926 was arid desert land. The remaining 50,000 surface acres covered by the reservoir at full capacity were comprised of swamps, springs, and riparian areas. It has been assumed in the water right accounting the evapotranspiration from these 50,000 acres prior to reservoir construction was equivalent to the reservoir surface evaporation after reservoir construction. Therefore, only the first 8,000 acres of the American Falls Reservoir covering arid land is considered to increase the naturally occurring evapotranspiration existing prior to the construction of American Falls Reservoir (*1931 Watermaster Report, pg. 34*).

In the water right accounting, when American Falls Reservoir's daily surface area is greater or equal to 8,000 acres, the net evaporation is multiplied by 8,000 acres to compute the additional daily acre-feet of evaporation caused by the reservoir. When the surface area of the reservoir is less than 8,000 acres, the daily evaporation is computed on the actual reservoir surface area. The equation used for computing net daily evaporation losses on American Falls Reservoir in the water right accounting is:

American Falls Evap = ((((ABEI$_{ET}$ * 1.18)*0.7)-Precip)/12)*Surface Acres

where

American Falls Evap = acre-feet net evaporation loss from American Falls Reservoir
ABEI$_{ET}$ = daily inches of evapotranspiration measured at Aberdeen Weather Station
1.18 = correlation factor converting evapotranspiration to pan evaporation
0.7 = ratio of reservoir evaporation to pan evaporation
Precip = daily inches of precipitation at American Falls
12 = conversion factor from inches to feet
Surface acres = water surface area of American Falls Reservoir (not to exceed 8,000 acres)

The reservoir evaporation equations for Palisades, Island Park, and Ririe Reservoirs are similar to those for Lake Walcott and American Falls Reservoirs but have slightly adjusted correlations to convert Aberdeen evapotranspiration data to reservoir pan evaporation data at higher elevations. The adjustments to correlate evapotranspiration data to pan evaporation data for those reservoirs are:

$0.91*ABEI_{ET} - 0.03$ for Palisades Reservoir;
$0.67*ABEI_{ET} - 0.03$ for Island Park Reservoir; and
$0.95*ABEI_{ET} - 0.02$ for Ririe Reservoir.

This adjustment results in the following net reservoir evaporation equations for the three reservoirs:

Palisades Evap = ((((ABEI$_{ET}$ *1.18 * 0.91 – 0.03)*0.7)-Precip)/12)*Surface Acres
Island Park Evap = ((((ABEI$_{ET}$ *1.18 * 0.67 – 0.03)*0.7)-Precip)/12)*Surface Acres
Ririe Evap = ((((ABEI$_{ET}$ *1.18 * 0.95 – 0.02)*0.7)-Precip)/12)*Surface Acres

The net reservoir evaporation losses are calculated using the ABEI$_{ET}$ (daily evapotranspiration inches at the Aberdeen Weather Station), daily inches of precipitation at each reservoir, and the daily surface area of each reservoir.

The increased water surface area or increased wetted perimeter resulting from reservoir construction also has the potential to increase seepage loss that may not have existed prior to reservoir construction. Seepage losses are not itemized or calculated separately in the water right accounting but may be part of the *reach gain* when the seepage loss occurs or when the groundwater resulting from the seepage loss returns to the surface at a later time or in a downstream reach. Seepage losses are not included or considered in the reservoir evaporation loss computation.

A thorough study on the evaporation of American Falls Reservoir, titled *The Change in Total Evaporation and Water Consumption from the American Falls Reservoir Reach following the Creation and Filling of the Reservoir*, *September 2006*, was conducted by the University of Idaho for the Idaho Department of Water Resources. No changes to the methodology used to calculate the net reservoir evaporation in the water right accounting occurred as a result of this study.

2.4 Summing reach gains to calculate total natural flow

After computing the gain or loss of water in each reach using the inflow, outflow, diversion, and reservoir data, the individual *reach gains* are summed from upstream reach to downstream reach to calculate the ***total natural flow*** available to diversions in each reach.

Table 2 shows the results of calculating the *reach gain* using example streamflow, diversion, and reservoir data, and then summing the *reach gains* to compute the *total natural flow* available to each reach in the Water District #1 water right accounting upstream from Milner Dam. The *reach gain* in the furthest upstream Snake River *Reach S1* has a *reach gain* of 685 cfs. The *total natural flow* available at the end of *Reach S1* (because it is the furthest upstream reach) is also 685 cfs. The next downstream Snake River *Reach S2* has a *reach gain* of 2,120 cfs resulting in a *total natural flow* available at the end of *Reach S2* as 2,805 cfs when adding the *total natural flow* at the end of *Reach S1* to the *reach gain* in *Reach S2*.

The Greys River and Salt River (*Reaches G1 and L1*) flow into the Snake River immediately downstream from the USGS station *Snake River above Reservoir near Alpine* and are initially calculated separately from the Snake River *reach gains*. The *total natural flow* available at the next downstream Snake River *Reach S3* is equal to the *reach gain* calculated for *Reach S3* plus the *total natural flow* at the end of *Reach S2* plus the *total natural flow* at the ends of *Reaches G1 and L1*. This process of computing the *total natural flow* by summing individual *reach gains* continues from upstream to downstream until the *total natural flow* available at the end of each reach in the system has been computed. Summing the gains and losses calculated for each reach as shown in *Table 2* yields a **total** system *natural flow* of 11,696 cfs available to be distributed to diversions in this example of water right accounting.

Table 2: Computed reach gain from reach streamflow, diversion, and reservoir data using the reach gain equation and summing reach gains to compute total natural flow.

REACH	REACH OUTFLOW (cfs)	REACH INFLOW (cfs)	REACH DIVERSION (cfs)	CHANGE IN RESERVOIR CONTENT (cfs)	RESERVOIR EVAPORATN (cfs)	REACH GAIN (cfs)	TOTAL NATURAL FLOW (cfs)
SNAKE RIVER							
S1	1,690	0	0	-1,005	0	685	685
S2	3,810	1,690	0	0	0	2,120	2,805
GREYS RIVER							
G1	488	0	0	0	0	488	488
SALT RIVER							
L1	483	0	0	0	0	483	483
SNAKE RIVER							
S3	9,380	4,781	0	-3,941	115	773	4,549
S4	10,200	9,380	22	0	0	842	5,391
S5	5,999	10,200	4,201	0	0	0	5,391
S6	5,570	5,999	514	0	0	85	5,476
HENRYS FORK							
H1	40	0	0	-30	0	10	10
H2	1,410	40	0	-892	34	512	522
H3	2,220	1,410	8	0	0	818	1,340
H4	2,216	2,220	4	0	0	0	1,340
FALLS RIVER							
F1	20	0	0	-10	0	10	10
F2	902	20	0	0	0	882	892
F3	474	902	497	0	0	69	961
HENRYS FORK							
H5	1,560	2,690	1,030	0	0	-100	2,201
H6	901	1,560	659	0	0	0	2,201
TETON RIVER							
T1	347	0	7	0	0	354	354
T2	0	347	510	0	0	163	517
T3	0	0	34	0	0	34	551
HENRYS FORK							
H7	1,480	901	0	0	0	579	3,331
SNAKE RIVER							
S7	7,010	7,050	0	0	0	-40	8,767
S8	6,180	7,010	1,411	0	0	581	9,348
S9	5,970	6,180	210	0	0	0	9,348
WILLOW CR							
W1	31	0	10	0	0	41	41
W2	64	31	0	-51	14	-4	37
W3	28	64	20	0	0	-16	21
W4	28	28	0	0	0	0	21
SNAKE RIVER							
S10	5,640	5,998	444	0	0	86	9,455
S11	2,920	5,640	2,388	0	0	-332	9,123
S12	2,788	2,920	132	0	0	0	9,123
S13	2,795	2,788	0	0	0	7	9,130
PORTNEUF R.							
P1	55	0	0	0	0	55	55
SNAKE RIVER							
S14	10,868	2,850	188	-5,850	84	2,440	11,625
S15	8,850	10,868	1,838	-9	111	-78	11,547
S16	0	8,850	9,100	-101	0	149	11,696

Chapter 3: NATURAL FLOW DISTRIBUTION

After the *reach gains* and the *total natural flow* for each reach have been calculated, the amount of *natural flow* diverted by each diversion is determined. This is accomplished by comparing the water rights for each diversion to the amount of water being diverted and the *total natural flow* available in the reach containing each diversion.

3.1 Prior appropriation doctrine and water rights

Natural flow delivery to diversions is based on the *Prior Appropriation Doctrine*, which sometimes is characterized by the phrase "*first in time, first in right*". The priority date of a water right indicates when the water right was first developed and its relative delivery sequence when compared to other water rights with different priority dates. The earliest (senior) priority water right is delivered *natural flow* ahead of later (junior) priority water rights when the *natural flow* is not sufficient to fill all water rights in a reach. When there is sufficient *natural flow* available to fill a water right, that filled water right is said to be "***in-priority***". When *natural flow* is insufficient to fill a water right, that unfilled water right is said to be "***out-of-priority***."

In addition to priority dates, water rights also have other limitations that include source limitations, flow rate limitations, volume limitations, and period of use limitations. For example, a diversion that has the earliest priority date in the system for 10 cfs cannot divert more than 10 cfs ahead of other junior priority water rights unless it has a second water right for an additional flow rate that is also senior to the junior priority water rights. If a diversion with the earliest priority has a water right volume limit of 2,700 acre-feet, and the diversion has diverted 2,700 acre-feet of *natural flow* by July 10th, the water right can no longer be delivered *natural flow* after reaching its volume limit on July 10th, regardless of its priority date or seniority.

Location is also critical to determining whether a diversion can be delivered *natural flow*. *Natural flow* delivery is limited to the amount of *natural flow* available in the reach containing the diversion. For example, an 1890 priority water right is only filled during "high water" (peak runoff at the beginning of the irrigation season) on Willow Creek, but the 1890 priority water right usually is not curtailed until the end of the summer for Snake River diversions upstream from Blackfoot because there is a greater amount of *total natural flow* available in the Snake River to fill junior priorities than there is in Willow Creek during the summer. The 1890 priority has never been curtailed for diversions on the Snake River below Blackfoot because there are additional gains to *natural flow* arising below Blackfoot that are not available to water rights above Blackfoot. These gains below Blackfoot have always exceeded the amount of *natural flow* necessary to fill all water rights on the Snake River below Blackfoot that are senior to the October 11, 1900, priority date.

3.2 Remaining natural flow calculation

After the *total natural flow* has been calculated for each reach by summing the *reach gains*, the next accounting step is to distribute the *total natural flow* to diversions that are currently diverting water. Canals and pumps not currently diverting water are not included in the *natural flow* distribution regardless of their water right priorities because they are not receiving any portion of the available *natural flow*. One of the principles for water distribution and prior appropriation doctrine is, if a canal or pump is not diverting its water right, the *natural flow* that otherwise would be allocated to that water right is delivered to the next junior appropriator diverting water.

Assuming there are 11,696 cfs of *total natural flow* available to be distributed to diversions (as shown in *Table 2*), the *natural flow* is distributed in sequence according to water right priority for the diversions that are currently diverting water. The *naturalflow* delivery is limited to the amounts of *natural flow* available in the reach and subject to any other limitations contained in each water right.

Assuming the earliest water right shown in the system has a priority date of April 1, 1874, with a flow rate limit of 0.8 cfs in *Reach W1* of Willow Creek for the "Smith Pump", if the Smith Pump is off, the accounting would proceed to the next junior water right in the system. If the Smith Pump is on, and diverting 0.8 cfs on this day, the next step is to check the *total natural flow* in *Reach W1* to see if there is sufficient *natural flow* in the Willow Creek reach to fill the entire 0.8 cfs of the 1874 priority water right. *Table 2* shows there are 41 cfs of *total natural flow* in *Reach W1*, so the entire 0.8 cfs diverted by the Smith Pump is *natural flow*.

After the 0.8 cfs of *natural flow* has been distributed to the Smith Pump, the ***remaining natural flow*** available to diversions in the Willow Creek reach and all other downstream reaches becomes the computed *natural flow* minus the 0.8 cfs of *natural flow* delivered to the Smith Pump from *Reach W1*. This results in a *remaining natural flow* of 40.2 cfs in *Reach W1*, 36.2 cfs in *Reach W2*, 20.2 cfs in *Reach W3,* 20.2 cfs in *Reach W4*, 9454.2 cfs in *Reach S10*, 9122.2 cfs in *Reach S11,* 9122.2 cfs in *Reach S12*, 9129.2 cfs in *Reach S13*, 11624.2 cfs in *Reach S14*, 11546.2 cfs in *Reach S15*, and 11695.2 cfs of *remaining natural flow* in *Reach S16*. The *total natural flow* in the Portneuf River *Reach P1* is not reduced by the 0.8 cfs because the diversion of *natural flow* by the Willow Creek diversion only affects the total *remaining natural flow* on the Willow Creek reaches and the downstream Snake River reaches. It does not affect the *total natural flow* measured for the Portneuf River tributary *Reach P1*.

Because the *remaining natural flow* at the end of the system in *Reach S16* is still greater than zero after distributing the first 0.8 cfs to the Smith Pump, additional *natural flow* on this day can be distributed to diversions with water rights junior to the Smith water right. The accounting proceeds to the next junior priority in the system. Assume that the Farmers Canal diversion has an April 2, 1874, water right for 4.18 cfs in *Reach W3*. If the Farmers Canal diversion is diverting an amount greater than 4.18 cfs, the water right accounting checks to see if the *remaining natural flow* in *Reach W3*, is greater than 4.18 cfs. Since the *remaining natural flow* computed in the last sequence for *Reach W3* was 20.2 cfs, the entire 4.18 cfs water right is filled with *natural flow*. The *remaining natural flow* is then recomputed for *Reach W3* by subtracting the 4.18 cfs of *natural flow* diversion from the previous *remaining natural flow* value of 20.2 cfs resulting in an updated *remaining natural flow* in *Reach W3* of 16.02 cfs. The 4.18 cfs is then subtracted from the previous computed *remaining natural flow* of all subsequent downstream reaches affected by the diversion of 4.18 cfs upstream.

Since the *remaining natural flow* at the end of the system in *Reach S16* is still greater than zero after subtracting the 4.18 cfs of *natural flow* delivered to the Farmers Canal diversion, the water right accounting proceeds to the next junior priority in the system and keeps repeating this process until the total 11,696 cfs of system *natural flow* has been distributed and there is zero *remaining natural flow* at the end of the system in *Reach S16*.

Here are some principles applied when distributing *natural flow*:

1) When a diversion is diverting less *natural flow* than its water right, only the amount diverted is subtracted from the *remaining natural flow*. For example, if a diversion has a water right for 4.18 cfs but the diversion is only diverting 2.79 cfs, only 2.79 cfs of *natural flow* is delivered to the diversion and only 2.79 cfs of *natural flow* is subtracted from the *remaining natural flow* in the reach to obtain an updated *remaining natural flow* value.
2) When a diversion is not exceeding its water right flow rate limit but the *remaining natural flow* in the reach is less than the amount being diverted, the amount of *natural flow* delivered to the diversion is limited to the amount of *remaining natural flow* in the reach. In this situation, the recalculated *remaining natural flow* is set to zero because all the *natural flow* has been diverted from the reach. For example, if a diversion has a water right for 4.18 cfs, but there is only 1.45 cfs of *remaining natural flow* available in the reach, only 1.45 cfs of *natural flow* is delivered to the diversion, resulting in an adjusted *remaining natural flow* of zero after the 1.45 cfs of *natural flow* has been delivered to the diversion. The remaining 2.73 cfs diverted is storage water released from a reservoir.
3) When the *remaining natural flow* becomes zero in the reach, no additional *natural flow* is available to be delivered to diversions in that reach.

Table 3 shows the results after utilizing the water right accounting to distribute the 11,696 cfs of *total natural flow* (in *Table 2*) available to canals and pumps according to the *natural flow* available and the amount of water diverted by the diversions in each reach. The sum of the *natural flow* diversions and the *reach gain* for each reach in *Table 3* totals 11,696 and the *remaining natural flow* in *Reach S16* is zero. Zero *remaining natural flow* in the furthest downstream reach (*Reach S16)* indicates all the *natural flow* in the system has been distributed and diverted upstream from Milner Dam.

Table 3: Reach Gain, Total Natural flow, and Remaining Natural Flow in each reach after the total natural flow has been distributed to diversions according to priority.

REACH	"ACTUAL" REACH OUTFLOW (cfs)	REACH GAIN (cfs)	TOTAL NATURAL FLOW (cfs)	REACH DIVERSION (cfs)	NATURAL FLOW DIVERSION (cfs)	REMAINING NATURAL FLOW (cfs)
SNAKE RIVER						
S1	1,690	685	685	0	0	685
S2	3,810	2,120	2,805	0	0	2,805
GREYS RIVER						
G1	488	488	488	0	0	488
SALT RIVER						
L1	483	483	483	0	0	483
SNAKE RIVER						
S3	9,380	773	4,549	0	0	4,549
S4	10,200	842	5,391	22	20	5,371
S5	5,999	0	5,391	4,201	3,340	2,031
S6	5,570	85	5,476	514	430	1,686
HENRYS FORK						
H1	40	10	10	0	0	10
H2	1,410	512	522	0	0	522
H3	2,220	818	1,340	8	8	1,332
H4	2,216	0	1,340	4	0	1,332
FALLS RIVER						
F1	20	10	10	0	0	10
F2	902	882	892	0	0	892
F3	474	69	961	497	490	471
HENRYS FORK						
H5	1,560	-100	2,201	1,030	550	1,153
H6	901	0	2,201	659	490	663
TETON RIVER						
T1	347	354	354	7	7	347
T2	0	163	517	510	510	0
T3	0	34	551	34	34	0
HENRYS FORK						
H7	1,480	579	3,331	0	0	1,242
SNAKE RIVER						
S7	7,010	-40	8,767	0	0	2,888
S8	6,180	581	9,348	1,411	1,400	2,069
S9	5,970	0	9,348	210	203	1,866
WILLOW CR						
W1	31	41	41	10	10	31
W2	64	-4	37	0	0	27
W3	28	-16	21	20	11	0
W4	28	0	21	0	0	0
SNAKE RIVER						
S10	5,640	86	9,455	444	330	1,622
S11	2,920	-332	9,123	2,388	1,173	117
S12	2,788	0	9,123	132	117	0
S13	2,795	7	9,130	0	0	7
PORTNEUF R.						
P1	55	55	55	0	0	55
SNAKE RIVER						
S14	10,868	2,440	11,625	188	0	2,502
S15	8,850	-78	11,547	1,838	10	2,414
S16	0	149	11,696	9,100	2,563	0
TOTAL		11,696		23,227	11,696	

3.3 Computing storage deliveries

There are only two types of flow in the water right accounting: *natural flow* and *storage (stored) flow*. Any water in excess to the *natural flow* (by definition) must be *stored flow*. After distributing the entire 11,696 cfs of *natural flow* to diversions according to their water rights (as shown in *Table 3*), any remaining loss of water from the system must be either reservoir evaporation losses or storage released from reservoirs and diverted by diversions. Therefore, the storage delivery to diversions can be calculated using the following equation:

Storage delivery = Total diversion – Natural flow delivery

When the storage delivery to each diversion in the system is summed for a day of water right accounting after the reservoir storage rights have ceased filling and after water has ceased spilling past Milner Dam, the sum of storage diversions plus evaporation loss will equal the decrease in reservoir system physical contents.

3.4 Reach actual flow, natural flow, and storage flow

The **actual** (observed) discharge at the end of each reach can be segregated into *natural flow* and *stored flow* after distributing the *natural flow* to canals, pumps, and reservoirs (as shown in *Table 3*). The ***actual flow*** is the actual river discharge measured at the streamflow gage at the end of the reach and is used as the outflow value in the *reach gain* equation. The ***stored flow*** at the end of the reach is calculated by subtracting the ***remaining natural flow*** from the ***actual flow***. The *remaining natural flow* added to the stored flow will equal the *actual flow* at the end of each reach. Stored flow can be computed using the following equation:

Stored Flow = Actual Flow – Remaining Natural Flow

One of the guiding principles in the water right accounting is that the water right accounting neither creates nor destroys water. The water right accounting is a measure of the actual surface water delivery segregated each day into either *natural flow* or *storage flow*. *Table 4* (having the same *reach gains* and diversions in *Tables 2 and 3*) shows the storage delivered to diversions in each reach and shows the segregation of *actual flow* into *natural flow* and *storage flow* at the end of each reach. The columns of data shown in *Table 4* are like the data columns displayed on the output of the Water District #1's daily water right accounting.

Table 4: Actual reach outflow segregated into remaining natural flow and storage flow.

REACH	ACTUAL REACH OUTFLOW (cfs)	REACH GAIN (cfs)	TOTAL NATURAL FLOW (cfs)	TOTAL REACH DIVERSION (cfs)	NATURAL FLOW DIVERSION (cfs)	STORAGE DIVERSION (cfs)	REMAINING NATURAL FLOW (cfs)	STORED FLOW (cfs)
SNAKE RIVER								
S1	1,690	685	685	0	0	0	685	1,005
S2	3,810	2,120	2,805	0	0	0	2,805	1,005
GREYS RIVER								
G1	488	488	488	0	0	0	488	0
SALT RIVER								
L1	483	483	483	0	0	0	483	0
SNAKE RIVER								
S3	9,380	773	4,549	0	0	0	4,549	4,831
S4	10,200	842	5,391	22	20	2	5,371	4,829
S5	5,999	0	5,391	4,201	3,340	861	2,031	3,968
S6	5,570	85	5,476	514	430	84	1,686	3,884
HENRYS FK								
H1	40	10	10	0	0	0	10	30
H2	1,410	512	522	0	0	0	522	888
H3	2,220	818	1,340	8	8	0	1,332	888
H4	2,216	0	1,340	4	0	4	1,332	884
FALLS RIVER								
F1	20	10	10	0	0	0	10	10
F2	902	882	892	0	0	0	892	10
F3	474	69	961	497	490	7	471	3
HENRYS FK								
H5	1,560	-100	2,201	1,030	550	480	1,153	407
H6	901	0	2,201	659	490	169	663	238
TETON RIVER								
T1	347	354	354	7	7	0	347	0
T2	0	163	517	510	510	0	0	0
T3	0	34	551	34	34	0	0	0
HENRYS FK								
H7	1,480	579	3,331	0	0	0	1,242	238
SNAKE RIVER								
S7	7,010	-40	8,767	0	0	0	2,888	4,122
S8	6,180	581	9,348	1,411	1,400	11	2,069	4,111
S9	5,970	0	9,348	210	203	7	1,866	4,104
WILLOW CR								
W1	31	41	41	10	10	0	31	0
W2	64	-4	37	0	0	0	27	37
W3	28	-16	21	20	11	9	0	28
W4	28	0	21	0	0	0	0	28
SNAKE RIVER								
S10	5,640	86	9,455	444	330	114	1,622	4,018
S11	2,920	-332	9,123	2,388	1,173	1,215	117	2,803
S12	2,788	0	9,123	132	117	15	0	2,788
S13	2,795	7	9,130	0	0	0	7	2,788
PORTNEUF R								
P1	55	55	55	0	0	0	55	0
SNAKE RIVER								
S14	10,868	2,440	11,625	188	0	188	2,502	8,366
S15	8,850	-78	11,547	1,838	10	1,828	2,414	6,436
S16	0	149	11,696	9,100	2,563	6,537	0	0
TOTAL		**11,696**		**23,227**	**11,696**	**11,531**		

3.5 Reach priority determination

One of the most useful outcomes of the water right accounting is the publishing of priority dates being filled each day for diversions currently diverting water in each reach. The reach priorities are shown on the daily water right accounting under a column labeled **LAST RIGHT** shown in *Table 5*. All reach water right diversions senior to the LAST RIGHT are diverting *natural flow* on this day of water right accounting. All reach diversions junior to the LAST RIGHT are diverting storage water on this day. If a diversion has a water right with the same priority as shown as the LAST RIGHT, the water right with this priority is being filled between 0% and 100%. The water right accounting output does not indicate directly what percentage between 0% and 100% the LAST RIGHT is being filled, but the percentage can be determined by using a few additional computations.

The method used to determine the percentage the LAST RIGHT is being filled is to find an individual diversion owning a water right priority the same as the LAST RIGHT shown in the accounting that is also diverting both *natural flow* and storage on this day of accounting. If the diversion doesn't have any other water rights senior to the LAST RIGHT, the percentage of the LAST RIGHT being filled can be determined by simply taking the amount of *natural flow* (cfs) being delivered to this diversion on this day of accounting and dividing it by the quantity (cfs) of the right owned by the diversion.

If the diversion having the same water right priority as the LAST RIGHT being shown on this day of water right accounting also has water rights senior to the priority of the LAST RIGHT shown, the amount of senior water rights owned by the diversion must first be subtracted from the total *natural flow* being delivered to the diversion, and the remainder of *natural flow* delivered to the diversion must then be divided by the amount of the water right owned by the diversion with the same priority as the LAST RIGHT shown in the accounting. For example, let's assume the following scenario:

- A canal on the Snake River upstream from Blackfoot is diverting a total of 50 cfs, and 30 cfs of the total diverted by the canal has been determined to be *natural flow* distributed in the water right accounting with the other 20 cfs diverted by the canal charged as *stored flow* or usage.
- The canal has three water rights: 10 cfs with a priority of 1890-06-01; 30 cfs with a priority of 1891-08-01; and 40 cfs with a priority of 1908-06-01.
- The LAST RIGHT shown for the reach containing the canal in the water right accounting is 1891-08-01.

Of the 30 cfs *natural flow* being distributed to the diversion, 10 cfs was distributed to the senior 1890 priority water right. The remaining 20 cfs of *natural flow* was delivered to the 1891-08-01 priority water right, meaning 66.7% (20/30=0.667) of the 1891-08-01 priority was being filled on this day of accounting in this reach. None of the 1908 priority water right was being filled and the canal was diverting 20 cfs of storage water in addition to the 30 cfs of *natural flow* delivered to it.

Table 5 shows an example of the LAST RIGHT being filled based on the *natural flow* that was available and distributed to each reach in *Table 4*. Notice the LAST RIGHT for some reaches is different from other reaches. This can result from the *remaining natural flow* at the end of a reach being zero. Whenever the *remaining natural flow* at the end of a reach is zero, the LAST RIGHT in the adjoining downstream reach will always be junior to the LAST RIGHT shown for the reach containing the zero *remaining natural flow*. This occurs when senior water rights upstream have diverted all of the *natural flow* and, because of additional gains in the downstream reach(es), junior water rights downstream are being filled with *natural flow* that was not available to the senior diversions in the upstream reach(es).

Table 5: Illustration of the most junior priority water right or LAST RIGHT that can be filled with available natural flow in each reach for the diversions currently diverting water.

REACH	"ACTUAL" REACH OUTFLOW (cfs)	REACH GAIN (cfs)	TOTAL NATURAL FLOW (cfs)	REACH DIVERSION (cfs)	NATURAL FLOW DIVERSION (cfs)	REMAINING NATURAL FLOW (cfs)	LAST RIGHT PRIORITY (yyyy-mm-dd)
SNAKE RIVER							
S1	1,690	685	685	0	0	685	1891-08-01
S2	3,810	2,120	2,805	0	0	2,805	1891-08-01
GREYS RIVER							
G1	488	488	488	0	0	488	1891-08-01
SALT RIVER							
L1	483	483	483	0	0	483	1891-08-01
SNAKE RIVER							
S3	9,380	773	4,549	0	0	4,549	1891-08-01
S4	10,200	842	5,391	22	20	5,371	1891-08-01
S5	5,999	0	5,391	4,201	3,340	2,031	1891-08-01
S6	5,570	85	5,476	514	430	1,686	1891-08-01
HENRYS FORK							
H1	40	10	10	0	0	10	1891-08-01
H2	1,410	512	522	0	0	522	1891-08-01
H3	2,220	818	1,340	8	8	1,332	1891-08-01
H4	2,216	0	1,340	4	0	1,332	1891-08-01
FALLS RIVER							
F1	20	10	10	0	0	10	1891-08-01
F2	902	882	892	0	0	892	1891-08-01
F3	474	69	961	497	490	471	1891-08-01
HENRYS FORK							
H5	1,560	-100	2,201	1,030	550	1,153	1891-08-01
H6	901	0	2,201	659	490	663	1891-08-01
TETON RIVER							
T1	347	354	354	7	7	347	1885-06-01
T2	0	163	517	510	510	0	1885-06-01
T3	0	34	551	34	34	0	1885-10-17
HENRYS FORK							
H7	1,480	579	3,331	0	0	1,242	1891-08-01
SNAKE RIVER							
S7	7,010	-40	8,767	0	0	2,888	1891-08-01
S8	6,180	581	9,348	1,411	1,400	2,069	1891-08-01
S9	5,970	0	9,348	210	203	1,866	1891-08-01
WILLOW CR							
W1	31	41	41	10	10	31	1883-04-01
W2	64	-4	37	0	0	27	1883-04-01
W3	28	-16	21	20	11	0	1883-04-01
W4	28	0	21	0	0	0	1883-04-01
SNAKE RIVER							
S10	5,640	86	9,455	444	330	1,622	1891-08-01
S11	2,920	-332	9,123	2,388	1,173	117	1891-08-01
S12	2,788	0	9,123	132	117	0	1891-08-01
S13	2,795	7	9,130	0	0	7	1900-10-11
PORTNEUF R.							
P1	55	55	55	0	0	55	1900-10-11
SNAKE RIVER							
S14	10,868	2,440	11,625	188	0	2,502	1900-10-11
S15	8,850	-78	11,547	1,838	10	2,414	1900-10-11
S16	0	149	11,696	9,100	2,563	0	1900-10-11
TOTAL		11,696		23,227	11,696		

Table 5 illustrates there is only enough *natural flow* to fill up to the 1885-06-01 water rights on the Teton River *Reaches T1 and T2* before the *remaining natural flow* at the end of *Reach T2* goes to zero. Because there are additional *reach gains* downstream in the Teton River *Reach T3*, water rights senior to the 1885-10-17 priority for diversions in *Reach T3* are being filled with *natural flow*. *Natural flow* in *Willow Creek Reaches W1, W2, W3, and W4* is only adequate to fill up to 1883-04-01 priorities for Willow Creek diversions. All other Henrys Fork and Snake River reaches above Blackfoot (*Reach S13*) have sufficient *natural flow* available to fill up to 1891-08-01 water rights for diversions in those reaches. The *remaining natural flow* at the end of Snake River *Reach S12* (below Blackfoot) is zero because diversions senior to all downstream diversions are diverting all the *natural flow* above Blackfoot. Because there are additional *reach gains* below Blackfoot not available to upstream diversions, there is sufficient *natural flow* to partially fill the 1900-10-11 priority for diversions between Blackfoot and Milner in *Reaches S13 through S16*.

The **LAST RIGHT** shown for the reach does not necessarily mean there are diversions in that reach with the **LAST RIGHT** priority. It simply means that there is sufficient *natural flow* to fill up to that priority, and *natural flow* is being delivered to a diversion in that reach, in an upstream reach, or in a downstream reach that has water rights with the same or senior priority to the **LAST RIGHT** shown.

3.6 Ungaged or calculated river reaches

Reaches generally begin and end with a USGS streamflow gaging station. However, some stretches of river between USGS gaging stations have large tributaries flowing into the river between the two gages. This is not a problem when calculating the *reach gain* between two gages but it can be a problem when distributing the available *natural flow* to diversions in the reach where the tributary enters. The river reach segment upstream from where the tributary enters the river channel may not have any *natural flow* but the segment of reach downstream from the tributary may contain a significant amount of *natural flow* that is not available to diversions immediately upstream from the tributary.

It usually isn't practical to have USGS streamflow gaging stations installed on the river immediately upstream and downstream from each major tributary to determine the precise amount of *natural flow* available to diversions immediately upstream and downstream from where the tributary enters the river. When USGS gaging stations are not available immediately upstream from the confluence with a major tributary, a "*calculated gage*" is used in the water right accounting as the outflow gage for the river reach upstream from the tributary and as the inflow gage for the river reach downstream from the tributary. This methodology ensures *natural flow* contributed from a tributary is not distributed to diversions upstream from where the tributary enters the river.

There are four *calculated gages* in the water right accounting used to accurately distribute *natural flow* contributed to the main river channel from major tributaries. These *calculated gages* are shown with their locations in *Table 6*. The discharges at the *calculated gages* are estimated by assuming there is zero *reach gain* between the calculated gage and the USGS gage upstream. The *reach gain* for *Reaches H4, H6, S9, and S12* containing *calculated gages* as outflow gages are all assumed to be zero.

Table 6: Locations of *calculated gages* in the water right accounting used to distribute remaining natural flow from Falls River and Teton River flowing into the Henrys Fork, and remaining natural flow from Willow Creek and Blackfoot River flowing into the Snake River.

CALCULATED GAGE LOCATION	Used as Reach Outflow Gage for…	Used as Reach Inflow Gage for…..
Above (mouth of) Falls River	Henrys Fork *Reach H4*	Henrys Fork *Reach H5*
Above (mouth of) North Fork Teton R.	Henrys Fork *Reach H6*	Henrys Fork *Reach H7*
Above (mouth of) Willow Creek	Snake River *Reach S9*	Snake River *Reach S10*
Below last Blackfoot diversion (Parsons Canal)	Snake River *Reach S12*	Snake River *Reach S13*

For example, the estimated outflow for *Reach H4* would be estimated at the *calculated gage* using the following equation:

Reach H4 Outflow = 0 Reach Gain + *Reach H4* Inflow – *Reach H4* Diversions

The value calculated for *Reach H4 Outflow* is the same value used for *Reach H5 Inflow*.

In addition to the four *calculated gages* shown in *Table 6*, there are *calculated gages* at the end of *Heise to below Dry Bed (S5)*, *Teton Forks to Mouth* (*T3*), and *Floodway near Ucon to End of Floodway reach (W4)*. The distribution of *natural flow* in these reaches will be discussed later in *Chapter 10*.

3.7 Reach losses deducted from available natural flow or storage conveyance

Reach losses are incorporated into the *natural flow* distribution in the water right accounting with a few exceptions discussed in subsequent sections of this manual. The distribution of reach losses to *natural flow* water rights is inherent in the *reach gain* equation. If there is less water at the reach outflow gage than at the reach inflow gage after accounting for diversion and reservoir effects, there is a loss of water (or negative *reach gain*) between the upstream and downstream gages. These channel losses (or negative *reach gains*) reduce the amount of available *natural flow* based on the premise that *total natural flow* available to diversions is calculated by summing the *reach gains*, which includes both positive and negative gains.

Prior to reservoirs being built, there were channel losses in some reaches. The assumption in the water right accounting for most reaches is channel losses are not significantly increased when storage water is released on top of the existing *natural flow*. While this assumption holds true for many reaches, there are some reaches where increases in discharge from storage deliveries result in significant increases in channel losses such as in Willow Creek, which has a special adjustment in the water right accounting discussed in *Chapter 10*.

Any additional reach loss caused by added storage is usually more than offset by positive contributions of storage and increased return flow either directly or indirectly within the reach. Storage usage by canals often increases *reach gain* or *natural flow* in the downstream reaches of the river, especially later in the irrigation season when *natural flow* is at its lowest point. For example, let's assume the result of conveying 500 cfs of storage from Palisades Reservoir to a canal near Idaho Falls increases the channel losses between the two points by 10 cfs, however, after the canal uses the 500 cfs of storage for flood irrigation, perhaps 15 cfs of the water returns to the river channel to provide additional *natural flow*. In this example, the return flow from storage usage exceeded the additional channel losses caused by conveying the storage to the diversion and creates a net 5 cfs of additional *natural flow* or *reach gain* in the water right accounting from the return flow that would not have existed without the storage water diversion and subsequent return of some of that storage adding to the *natural flow* supply.

Quantifying the portion of channel losses due solely to storage conveyance would be exceedingly difficult and likely create additional problems in the water right accounting for the following reasons:

- If it is assumed channel losses are increased when storage is released from reservoirs, it could also be assumed channel losses decrease when water is being stored in reservoirs. If storage conveyance losses were deducted from reservoir allocations in the water right accounting, a system of credits may also need to be computed under the assumption channel losses are less than what would have occurred prior to the reservoir being constructed when the reservoir is releasing less water than would otherwise be in the channel without the reservoir.

- Determining which reservoir or spaceholder allocations to deduct storage conveyance losses would be difficult. Should diversions upstream from the river reach containing the losses be charged for this storage conveyance loss that occurs downstream from their diversions? Or should only diversions using storage downstream from the river reach containing the losses have their storage allocations reduced for the conveyance loss?
- The current stream gaging may not be an accurate way to measure the loss solely attributed to the main river channel. Commonly, there are many small ungaged tributaries or return flows from canals entering the main channel between the two river streamflow gages. If the *reach gain* (loss) **measured** between the two river gages was -500 cfs, but the **unmeasured** tributary inflow into the reach between the two gages totaled 300 cfs, the actual loss in the main river channel would be -800 cfs instead of the -500 cfs. Using only the two measured gages would result in an underestimation of the main river channel loss.
- A river reach can have a positive calculated *reach gain* between gages but still have storage conveyance losses between gages. For example, when the *reach gain* between two river gages is measured as +100 cfs but the unmeasured tributary inflow into the reach between the two gages totals 300 cfs, the channel loss in the main river channel is -200 cfs. Should storage conveyance losses be assessed for only those reaches that have a net negative *reach gain*, or should it be assumed that all reaches (even those with net positive *reach gains*) have additional channel losses from storage conveyance?
- Gaging error can also create some large errors in conveyance loss estimates. For example, let's assume there is 6,000 cfs of discharge at a USGS river gage, but the amount being reported by the USGS is only 5,800 cfs due to an outdated measurement *shift*. This could result in a calculated 200 cfs loss in the upstream reach and a 200 cfs gain in the downstream reach in the water right accounting when actually there is not a gain or loss in either reach. Fortunately, under the current accounting system the gaging error would not affect the *total natural flow* because *natural flow* is calculated by summing the gains and losses of the two reaches. However, if conveyance losses were incorporated into the accounting, the gaging error would result in too high of a conveyance loss (200 cfs) being deducted from storage accounts and 200 cfs too much water being included as *natural flow* delivered to diversions.

These bullet points illustrate the futility of attempting to quantify storage conveyance losses in the water right accounting to increase *natural flow* deliveries. If the various reasons for *reach gains* and reach losses are segregated and quantified, one factor may lead to additional *natural flow*, and another factor may lead to reduced *natural flow* (or move *natural flow*), resulting in some diversions getting more and some diversions getting less *natural flow*. Identifying and quantifying only one component such as storage conveyance would lead to the necessity to quantify all components of *reach gains* and *losses*, which would lead to less certain, more theoretical (problematic) delivery of water.

Canal managers also sometimes ask if their canals can get credited for storage water diverted at their headgates that they return to the river at the end of their system. Returning water to the river increases *reach gains* (*natural flow*) in downstream reaches resulting in return flows that benefit diversions in downstream reaches instead of directly benefitting the canal that returned the water to the river. However, it has not been the policy of Water District #1 to credit canals for any flows they return to the river. The water district's response to canal managers has been that they need to reduce the diversion at the head of their canals to reduce the amount of unused water flowing out the end of their system. An exception to this rule has been the Minidoka Return Flow Credit discussed in *Chapter 10*.

3.8 Distribution to multiple diversions with identical priority dates

When *natural flow* is insufficient to fill all water rights sharing the same priority date, a methodology must be developed to distribute the *natural flow* equitably among the various diversions with identical priority dates.

If there are only two diversions with the same priority in the same reach and the *natural flow* is not sufficient to completely fill both water rights in the reach, both diversions would receive their proportional share of *natural flow* according to the amounts listed in their water rights. For example, let's assume one diversion with an 1889-06-01 priority has a water right flow rate of 50 cfs and the other diversion with an 1889-06-01 priority has a water right flow rate of 150 cfs, and there was only 120 cfs of *natural flow* available to fill the 1889-06-01 priority in the reach. The 120 cfs of *natural flow* would be proportioned according to the summed amount of flow for both water rights in the current water right accounting, resulting in one-fourth (or 30 cfs) of the *natural flow* distributed to the diversion with the 50 cfs water right and three-fourths (or 90 cfs) of the *natural flow* distributed to the 150 cfs water right in the same reach.

If one of the two diversions sharing the 1889-06-01 water right in the same reach was diverting less than their prorated share, the amount that was not diverted would be added to the prorated share of the other diversion in the reach. For example, in the previous example if the smaller diversion entitled to a prorated share of 30 cfs was only diverting 20 cfs of water, the larger diversion initially given a prorated share of 90 cfs would be delivered 100 cfs of *natural flow* under the 1889-06-01 priority resulting from the other diversion not using 10 cfs of its prorated share.

The distribution of *natural flow* gets more complicated when diversions in <u>different</u> reaches share the same priority because there likely will be differing amounts of *remaining natural flow* in each of the different reaches available to water rights sharing the same priority. This can sometimes prevent diversions with identical priority dates from receiving identical percentages of *natural flow*. The simplest example occurs when a diversion sharing the same priority is in a reach with only 1 cfs of *remaining natural flow* while the other diversion is in a reach with 100 cfs of *remaining natural flow*. If both diversions have a water right for 300 cfs, the percentage of water right filled for the diversion in the reach with only 1 cfs of *remaining natural flow* will be much lower than the diversion in the reach with 100 cfs of *remaining natural flow*. The situation becomes more complicated, and the solution less apparent, when there are three or four diversions sharing the same priority but have different water right flow rates and are in different reaches with different amounts of *remaining natural flow*.

Table 7 illustrates an example where three diversions in three different reaches with identical priority dates are diverting water with differing amounts of *remaining natural flow* available at the end of each reach. In this example, there are two mainstem reaches *A1* and *A2*, with a tributary reach *B1* entering between the two mainstem reaches. Each diversion has a different water right flow rate and each reach has a different amount of *natural flow* available to it. The question then becomes, what amounts of available *natural flow* should be distributed to each of the three diversions with identical priorities shown in *Table 7* in different reaches?

Table 7: Distribution of natural flow to diversions with identical priority water rights, different water right flow rates, diverting water in separate reaches with different amounts of available natural flow in each reach.

REACH	AVAILABLE NATURAL FLOW	DIVERSION WATER RIGHT	"CUMULATIVE WATER RIGHT"	TOTAL WATER DIVERTED	NATURAL FLOW DIVERTED
A1	100 cfs	300 cfs	300 cfs	200 cfs	?
B1	200 cfs	100 cfs	100 cfs	200 cfs	?
A2	300 cfs	400 cfs	800 cfs	300 cfs	?

The following steps are used in the iterative process to distribute the available *natural flow* to diversions sharing the same priority in different reaches when the *natural flow* is not sufficient to fill all water right diversions with the same priority:

I. **The cumulative total for all rights sharing the same priority is calculated for each reach in downstream order.**
   - In *Table 7*, the uppermost river *Reach A1* has a water right for 300 cfs. The tributary *Reach B1* that flows into the river between *Reaches A1 and A2* has a water right for 100 cfs. The "*Cumulative Water Right*" for *Reach A1* is 300 cfs since it is the uppermost reach, and the cumulative water right for *Reach B1* is 100 cfs because *Reach A1* does not contribute any water to the tributary *Reach B1*. The *cumulative water right total* for *Reach A2* is 800 cfs, the sum of upstream reaches A1, B1 and A2 because both *Reach A1* and *Reach B1* provide inflow to the downstream Reach A2.

II. **The available *natural flow* at each reach is divided by the cumulative total of water rights applicable to the reach to determine the initial percentage (PCT) of the right that can be filled in the reach. Values greater than 1.0 (100%) are limited to 1.0 and then revised downward, if necessary, so that no reach has a percentage (PCT) greater than the percentage in the downstream reach because diversions in a downstream reach can't receive less of a percentage fill to their water right than an identical priority water right upstream unless it is allowed under the *futile call doctrine*.**
   - In *Table 7*, the value for *Reach A1* is calculated as 100/300=0.333. The value for *Reach B1* is 200/100=2, but the value is greater than 1.0, so it is set equal to 1.0. The value for *Reach A2* is 300/800=0.375 and, because the value for *Reach A2* is less than the value for the upstream *Reach B1*, the value for *B1* is revised downwards to 0.375 to prevent a water right in an upstream reach being filled at a higher percentage than a water right in the downstream reach.

III. **The PCT value is multiplied by the diversion water right in each reach to compute the amount of *natural flow* delivered to each diversion for the first iteration of *natural flow* distribution.**
   - *Table 8* shows that that diversion in *Reach A1* (diverting 200 cfs and having a water right for 300 cfs in *Table 7*) only has 100 cfs of *natural flow* available in the reach and is therefore entitled to the full 100 cfs of available *natural flow* after multiplying the PCT value by the diversion's water right. The *Reach B1* diversion receives 37.5 cfs of *natural flow* after multiplying the reach PCT value by the diversion water right. The *Reach A2* diversion receives 150 cfs of *natural flow*.

IV. **After distributing the *natural flow* computed in the previous step to each reach diversion, the amount distributed is subtracted from the available *natural flow* in each reach to compute the *remaining natural flow* (if any) to be distributed to the diversions with identical priority dates in the second iteration (if needed). If the *remaining natural flow* in the furthest downstream reach is greater than zero, an additional iteration is required to distribute the *remaining natural flow*.**

- *Table 8* shows the *remaining natural flow* in *Reach A1* is zero after distributing to all the diversions with identical priority dates in the first iteration but there is 12.5 cfs of *remaining natural flow* to distribute in the furthest downstream reach, requiring a second iteration to distribute the remaining 12.5 cfs.

Table 8: First iteration of distributing 300 cfs of available natural flow to three diversions in different reaches with identical priority dates as shown in Table 7.

REACH	REACH PCT	DIVERSION WATER RIGHT	PCT x WATER RIGHT	AVAILABLE NATURAL FLOW	DIVERTED NATURAL FLOW	REMAINING NATURAL FLOW
A1	0.333	300 cfs	100 cfs	100 cfs	100 cfs	0 cfs
B1	0.375	100 cfs	37.5 cfs	200 cfs	37.5 cfs	165.5 cfs
A2	0.375	400 cfs	150 cfs	300 cfs	150 cfs	12.5 cfs

V. **Any *remaining natural flow* after the first iteration is then distributed by computing the cumulative rights for each reach with *remaining natural flow* and unfilled water rights.**

- The cumulative rights and PCT value in *Reach A1* are set to zero because all the *remaining natural flow* in that reach was distributed in the first iteration. Since *Reach B1* diversion had 37.5 cfs of its 100 cfs water right filled in the first iteration, it has 62.5 cfs of water right available to be filled in the second iteration with any *remaining natural flow*. *Reach A2* diversion received 150 cfs of its 400 cfs water right during the first iteration, leaving 250 cfs remaining to be filled in the second iteration. Therefore, the cumulative remaining water right available to be filled from upstream to downstream is zero for *Reach A1*, 62.5 cfs for *Reach B1* (100 – 37.5 = 62.5), and 312.5 cfs for the last *Reach A2* (62.5 + 400 – 150 cfs = 312.5).

VI. **After computing the cumulative unfilled rights, a new PCT value is computed to distribute *remaining natural flow* in the second iteration. The PCT value is computed and revised the same way as computed in the first iteration whereby it is equal to the *remaining natural flow* divided by the cumulative unfilled portion of the water right(s), not to exceed a value of 1.0 or the PCT value computed for the downstream reach.**

- The PCT value for Reach A1 is zero. The PCT value for *Reach B1* is initially computed as 165.5/62.5=2.65 but is revised to 1.0. The PCT value for *Reach A2* is computed as 12.5/312.5=0.04, resulting in the PCT value for upstream *Reach B1* being revised to 0.04 so the percentage of the water right filled in the upstream reach does not exceed the percentage of the water right filled in the downstream reach.

VII. **The PCT values are then multiplied by the unfilled water rights to determine the distribution of *natural flow* to diversions in the second iteration.**

- *Table 9* shows the results of the second iteration. The diversion in *Reach A1* does not get any additional *natural flow* in the second iteration because it received the entire amount of *natural flow* in *Reach A1* during the first iteration. The diversion in *Reach B1* receives 2.5 cfs of *natural flow* in addition to the 37.5 cfs of *natural flow* received in the first iteration. The diversion in *Reach A2* receives 10 cfs of *natural flow* in addition to the 150 cfs received in the first iteration.

Table 9: Second iteration of distributing 300 cfs of available natural flow to three diversions in different reaches with identical priority dates as was shown in Table 7.

REACH	REACH PCT	UNFILLED WATER RIGHT	PCT x WATER RIGHT	AVAILABLE NATURAL FLOW	DIVERTED NATURAL FLOW	REMAINING NATURAL FLOW
A1	0	200 cfs	0 cfs	0 cfs	0 cfs	0 cfs
B1	0.04	62.5 cfs	2.5 cfs	165.5 cfs	2.5 cfs	163 cfs
A2	0.04	250 cfs	10 cfs	12.5 cfs	10 cfs	0 cfs

VIII. **The additional *natural flow* delivered to diversions in the second iteration is then subtracted from the *remaining natural flow* calculated in the first iteration. If there's any *remaining natural flow* after the second iteration in the furthest downstream reach available to the priority shared by all diversions, a third iteration is computed using the same process as the first and second iterations. Iterations continue until all *remaining natural flow* in the furthest downstream reach has been allocated.**

- *Table 9* shows the natural flow distributed to diversions after the second iteration. The *remaining natural flow* in the furthest downstream *Reach A2* is zero and therefore the process to distribute the available *natural flow* to all diversions with the same priority has been completed for this example. *Table 10* shows the final distribution of the 300 cfs of *natural flow* available to the water right priority shared by the three diversions in the three different reaches.

Table 10: Distribution of natural flow to diversions with identical priority water rights, different water right flow rates, diverting water in separate reaches with different amounts of available natural flow in each reach.

REACH	AVAILABLE NATURAL FLOW	DIVERSION WATER RIGHT	"CUMULATIVE WATER RIGHT"	TOTAL WATER DIVERTED	NATURAL FLOW DIVERTED
A1	100 cfs	300 cfs	300 cfs	200 cfs	100 cfs
B1	200 cfs	100 cfs	100 cfs	200 cfs	40 cfs
A2	300 cfs	400 cfs	800 cfs	300 cfs	160 cfs

In this example illustrated in *Tables 7* through *10*, distributing the 300 cfs of *natural flow* available to the priority shared by diversions in three different reaches, the 300 cfs of *natural flow* available to the priority was distributed proportionally according to the magnitude of the water rights, limited to the amounts diverted and the amounts of *natural flow* available in each reach. The *Reach A1* diversion received 100 cfs of *natural flow* for its 300 cfs water right (33.3% fill) in the first iteration of distribution (*Table 8)*, which was all the *natural flow* in *Reach A1*. The two lower reach diversions received an initial 37.5% fill of their water rights having the same priority because of the additional *natural flow* available to those diversions in the lower reaches.

After the first iteration of distribution, there was 12.5 cfs of *natural flow* at the end of the system remaining to be distributed to the diversions sharing the same priority in the second iteration. The diversion in *Reach A1* diverted all the *natural flow* from its reach in the first iteration and therefore didn't receive any of the 12.5 cfs available to be distributed in the second iteration. The two remaining downstream diversions were distributed an additional 4% fill to their remaining unfilled *natural flow* rights. The *Reach B1* diversion received 2.5 cfs and the *Reach A2* diversion received 10 cfs (*Table 9*).

The total percentage fill for the three water rights in different reaches having the same priority was 33.3% for the *Reach A1* diversion, 40.0% for the *Reach B1* diversion, and 40.0% for the *Reach A2* diversion. The process used to distribute *natural flow* to diversions sharing the same priority in the water right accounting ensures that each diversion receives an equitable fill to its unfilled water right but is limited to the amount diverted and amount of *natural flow* available in each reach.

3.9 Natural flow distribution to single entities with multiple points of diversion, including "combined diversions"

Water rights can sometimes have multiple points of diversion. The Snake River water rights for *Progressive Irrigation District* allow the irrigation district to divert its *natural flow* through the Anderson Canal and/or Eagle Rock Canal. The *New Sweden Irrigation District* diverts its water rights through the Great Western and/or Porter Canals. The *North Fremont Canal Systems Inc.* water rights include the Yellowstone, Marysville, and Farmers Own Canals on Falls River. The *North Side Canal Company* has the North Side Canal and the PA Lateral Canal as points of diversion from the Snake River in addition to the A Lateral, Brune Pump, and North Side CrossCut diversions from the Milner Gooding Canal. These are some of the examples of entities having water rights with multiple points of diversion.

There are two options in the water right accounting for *natural flow* delivery to single entities having multiple points of diversion. The first option is the entity must designate a precise portion of their water right to be assigned to each diversion. For example, if the Blacksmith Canal Company had two points of diversion (*Canal A* and *Canal B*) for its 200 cfs and 1890-06-01 priority water right, it could assign 50 cfs of the water right to *Canal A* and 150 cfs to *Canal B* at the start of the irrigation season. In most instances, the portions assigned to each canal remain in effect until the end of the irrigation year, unless changed by a temporary water right transfer. The reasons for not allowing changes during mid-season include:

- It could lead to uncertainty when projecting upcoming water right priority deliveries to other canals.
- It creates additional computer programming for the water district staff during the irrigation season, and it also increases the possibility of accounting errors if changes are not made on a timely basis.

This first option is generally less desirable to canals unless the canal wants to have one of its multiple points of diversion regulated independently from its other points of diversion.

The second (and usually preferred) option is that the entity with multiple points of diversion pools their water rights together, allowing them to divert the entire amount(s) of available *natural flow* through any one, or all, of their points of diversion. These are often referred to as ***combined diversions*** in the water right accounting. The accounting technique for this option sums a single entity's multiple diversions and then compares the summed *combined diversion* to the entity's water rights and the available *natural flow* to determine how much *natural flow* and storage is being delivered to the entity each day in the water right accounting. For example, if the Blacksmith Canal Company opted to combine its two points of diversion, and its 1890-06-01 water right for 200 cfs was in priority, the Blacksmith Canal Company would not be delivered any storage water so long as its two diversions totaled less than 200 cfs and there was sufficient *natural flow* to fill its priority.

3.10 Negative remaining natural flow, negative stored flow, and exchanging storage

All remaining *natural flow* and *stored flow* previously illustrated in *Table 4* had positive values. There are occasions when negative values for *remaining natural flow* and *stored flow* occur in the daily water right accounting. *Actual flow* in a reach is always equal to the *remaining natural flow* plus the *stored flow* in the reach. Therefore, if the *remaining natural flow* in a reach exceeds the *actual flow*, the *stored flow* must be negative. When the *stored flow* exceeds the *actual flow*, the *remaining natural flow* becomes negative.

Negative *stored flow* occurs when a reservoir's physical contents are increasing at a rate greater than the amount of storage accruing to the reservoir's storage water right. For example, when the outflow from Ririe Reservoir is shut to zero and Ririe Reservoir is physically storing water when there isn't sufficient *natural flow* to fill its water right priority, this will result in a negative stored value at the end of the reach immediately below Ririe Dam. Let's assume the American Falls Reservoir water right (which is senior to the Ririe Reservoir water right) has not completely filled. If the outflow for the Ririe Reservoir was zero, and the Ririe Reservoir contents were increasing by 100 acre-feet (or 50 cfs) per day, the *remaining natural flow* at the end of the Ririe reach would be 50 cfs (accrued to the downstream senior American Falls Reservoir storage right) and the storage flow at the end of the Ririe reach would be shown as -50 cfs in the water right accounting because *natural flow* belonging to the American Falls Reservoir water right was not physically released from Ririe Dam to be allowed to flow down and physically be captured in American Falls Reservoir and was instead physically captured in Ririe Reservoir.

A negative *stored flow* can also occur if diversions are using more storage than is physically being released from upstream reservoirs. For example, Grassy Lake is the only reservoir upstream from diversions on the Falls River. If the outflow from Grassy Lake is zero and one or more diversions on the Falls River are diverting water out-of-priority (i.e., diverting storage water), the calculated *remaining natural flow* at the mouth of the Falls River will be greater than the *actual flow*, resulting in a negative *stored flow* at the end of the last Falls River reach where it joins the Henrys Fork. This ensures that *natural flow* diverted from Falls River as storage is exchanged downstream.

A negative *stored flow* does not impact the delivery to *natural flow* entitlements when water is released from a reservoir offsetting the negative *remaining natural flow*. This process is termed "*storage exchange*" and occurs when *stored flow* from a reservoir is released to offset *natural flow* that was diverted as storage by out-of-priority diversions. So long as sufficient water is released from a reservoir to prevent the river channel from going dry, these exchanges can be accommodated. For example, water can be released from Island Park Reservoir and exchanged for storage diverted on Falls River. The amount exchanged would be equal to the amount of negative *stored flow* computed at the mouth of the Falls River. The release from Island Park Reservoir supplements the *actual flow* in the Henrys Fork at the mouth of Falls River to replace the *natural flow* that was diverted as storage by out-of-priority Falls River diversions.

This exchange process allows for water to be kept in upstream, more difficult to fill reservoirs while exchanging storage for water held in other *easier to fill* reservoirs in the system. It also allows for storage diversions on tributaries without reservoirs to divert (exchange) storage physically released from reservoirs located on other connecting tributaries or rivers.

A negative *remaining natural flow* can occur in a reach, but not at the same time a negative *stored flow* occurs because the reach's *actual flow* can never be negative. A negative *remaining natural flow* occurs in the Henrys Lake and Grassy Lake reaches at the top of their respective sub-basins when the outflow (or releases from the reservoirs) at the end of the reach is less than the decrease of reservoir contents. For example, if the outflow of either Henrys Lake or Grassy Lake is zero and the reservoir content decreases, a loss is calculated in the reach. The loss causes the *remaining natural flow* to become negative and the *stored flow* to become equal to the loss in this uppermost reach that contains the reservoir. The loss in the reach is not deducted from the previous storage accrual to the water rights of Henrys Lake or Grassy Lake. The loss is summed with the downstream *reach gains* in the current day of accounting to compute the *total natural flow* available to downstream water rights. This process ensures that water is neither created nor destroyed in the water right accounting.

3.11 Adjustments when losses exceed the reach natural flow

Reach losses (or negative *reach gains*) sometime exceed the *remaining natural flow* at the end of the adjacent upstream reach. When this occurs, there are three options to offset the loss of water:

1) Reduce the amount of *natural flow* available to diversions upstream from the losing reach.
2) Reduce the amount of *natural flow* available to diversions downstream from the losing reach.
3) Deduct the losses from the reach's *stored flow*.

Option 1 is used for all reaches other than the reaches discussed in *Options 2* and *3*. When a reach loss (or negative *reach gain*) is greater than the *remaining natural flow*, the amount of loss exceeding the *remaining natural flow* is offset by *reach gains* in reaches immediately upstream. For example, the *remaining natural flow* in the *Alpine to Irwin* Reach *(S3)* is sometimes entirely accrued to the Palisades storage water right when there is a loss in the downstream *Blw Dry Bed to Lorenzo* Reach (*S6*) that exceeds the gain in the *Irwin to Heise* Reach (*S4*). When this occurs, *natural flow* that arises above Irwin is used to offset the loss in the *Blw Dry Bed to Lorenzo* Reach (*S6*) to satisfy the downstream loss, reducing the amount of *natural flow* that would otherwise accrue to the upstream Palisades Reservoir storage water right. Storage accrual affected by downstream losses is discussed again in *Chapter 8*.

Option 2 is used for the uppermost reaches of the system containing reservoirs. The reaches that contain Henrys Lake and Grassy Lake Reservoirs (*Reaches H1 and F1*) are examples. A negative *remaining natural flow* occurs in these two reaches when the reservoir contents decrease by an amount greater than the outflow of the reach. Because there are not any reaches upstream from these reservoirs, the only available option is to sum the losses with the *reach gains* in the adjacent downstream reaches to determine the *natural flow* available to downstream water rights.

Option 3 is used for the Willow Creek reaches downstream from Ririe Reservoir and used for distributing some reach losses that occur in the *Blw Blackfoot to Nr Blackfoot* Reach (S13). Negative *reach gains* or *losses* for all other reaches in the district are subtracted from the *natural flow* supply using either *Options 1 or 2*. The option used to distribute losses in the *Blw Blackfoot to Nr Blackfoot* Reach and Willow Creek Reaches is discussed in *Chapter 10*.

Chapter 4: ADJUSTING REACH GAINS FOR WATER TRAVEL (LAG) TIMES

To accurately measure gains or losses using the *reach gain* equation, the water travel time between gages must be taken into consideration to offset the unnatural fluctuations that otherwise would occur if flows were not adjusted for the time it takes water to travel from the reach inflow gage to the reach outflow gage.

Consider a reach where it takes 24 hours for water to travel from the reach's inflow gage to the reach's outflow gage. *Table 11* illustrates the discharge of inflow and outflow stations along with the calculation of *reach gains* using the *reach gain* equation (*reach gain* equals outflow minus inflow) without adjusting for the 24-hour travel time between gages.

Table 11: Calculation of reach gain without adjusting for water travel time.

ACTUAL DATE	INFLOW GAGE (cfs)	OUTFLOW GAGE (cfs)	REACH GAIN (cfs)
June 1	2,521	2,735	214
June 2	2,522	2,738	216
June 3	3,480	2,733	**-747**
June 4	3,483	3,695	212
June 5	3,481	3,699	218
June 6	1,953	3,697	**1,744**
June 7	1,951	2,162	211
June 8	1,952	2,164	212

The large *reach gain* fluctuations that occur on June 3rd and June 6th in the last column of *Table 11* result from increases and decreases at the reach inflow gage that have yet to arrive at the reach outflow gage. To correct the errors, the discharges measured at the outflow gage can be lagged one day from the discharges measured at the inflow gage. When the *reach gains* are recalculated using the lagged data for the outflow gage, the calculated *reach gains* more closely correspond to the actual gains and losses occurring in the reach. Table 12 shows the adjusted *reach gains* computed using a one-day travel time between the inflow and outflow gages.

Table 12: Calculation of reach gain adjusting for one day of water travel time between the inflow and outflow gages.

INFLOW GAGE ACTUAL DATE	INFLOW GAGE (cfs)	OUTFLOW GAGE ACTUAL DATE	OUTFLOW GAGE (cfs)	REACH GAIN (cfs)
June 1	2,521	June 2	2,738	217
June 2	2,522	June 3	2,733	211
June 3	3,480	June 4	3,695	215
June 4	3,483	June 5	3,699	216
June 5	3,481	June 6	3,697	216
June 6	1,953	June 7	2,162	209
June 7	1,951	June 8	2,164	213
June 8	1,952	June 9	2,167	215

4.1 Water right accounting water travel times

It takes approximately five days for water to travel from Jackson Lake to the end of the system at Milner Dam. It takes approximately seven days for water to travel from Henrys Lake to Milner Dam. Examining a hydrograph of water traveling from the top of the system to the bottom of the system reveals there is not precisely 24 hours of water travel time between each reach or each USGS gage. Water travel time between river gages is usually less than 24 hours. Current programming code requires travel times or lag times in the water right accounting to be expressed in whole day increments.

Discharges for stream gaging stations and diversions in addition to changes in reservoir contents and evaporation are all currently averaged or calculated over a 24-hour period from midnight to midnight. Because of this 24-hour limitation of measuring data midnight to midnight, the accounting program can only accommodate lag times between inflow and outflow gages of either zero or one day (midnight to midnight). While travel times greater than zero and less than 24 hours may lead to more accurate calculations of *reach gains* between inflow and outflow gages, the current water right accounting would need to be modified to accommodate shorter time steps (e.g., one hour instead of one-day time steps).

To further complicate travel time adjustments, the water travel time is variable depending on how much water is in the river. For example, it takes 27 hours for water to travel from Heise to Shelley at 1,000 cfs, but only 17 hours at 18,000 cfs (*1977 Watermaster Report, Plate No. 15*). To compute the most accurate *reach gain* between river gages, time steps would need to be changed from one day to one-hour increments and the hours of water travel time between gages would need to vary each hour depending on the discharge in the reach. One-hour time steps may require collection of diversion data and reservoir change in contents for each hour of the day, and it may lead to water rights going into and out of priority multiple times during one day making it more difficult for canal managers and the Watermaster to regulate diversions.

Reaches in the water right accounting currently assigned one day of water travel time between the reach inflow and reach outflow gages are shown in *Table 13*. Reservoir data and diversion data used in the *reach gain* equation assigned one day of travel time usually correspond to the same day used for the outflow gage data unless the reservoir or diversion gage(s) are in closer proximity to the inflow gage. Reaches assigned zero days of water travel time use the same day's inflow, outflow, reservoir, and diversion data in the *reach gain* equation to calculate the *natural flow* in the reach.

Table 13: Reaches with one day of water travel time to provide for the five days of water travel time from Moran to Milner and seven days of travel time from Henrys Lake to Milner.

Reaches with one day of water travel time between inflow and outflow gages.

SNAKE RIVER	
S3	Alpine to Irwin (Includes Palisades Reservoir)
HENRYS FORK	
H2	Henrys Lake Outlet to Island Park (Includes Island Park Reservoir)
H3	Island Park to Ashton
H7	Above North Fork Teton River to Rexburg (Confluence of Teton River to Henrys Fork Rexburg gage)
SNAKE RIVER	
S10	Willow Creek to Shelley (Confluence of Willow Creek Floodway to Snake River Shelley gage)
S13	Below Blackfoot to near Blackfoot (Parsons Canal to Snake River near Blackfoot gage – includes confluence of Blackfoot River)
S14	Near Blackfoot to Neely (includes American Falls Reservoir)
S16	Minidoka to Milner (includes Lake Milner)

4.2 Milner time vs. Actual time

Water travel times are necessary in the water right accounting for the Watermaster to accurately distribute water because it takes multiple days for water to travel through the Water District #1 system from top to bottom. The Watermaster must wait until a 24-hour block of water travels through the entire system to see which diversions divert water from that water block. A canal can have the earliest water right in the system but, if the canal chooses not to divert any water, the *natural flow* becomes available to the next junior appropriator. Because the Watermaster does not know with absolute certainty which diversions will be diverting from the 24-hour block of water traveling through the system, he must wait until the block of water has passed every diversion to be certain how the 24-hour block of water was distributed to water right diversions as it passed through the system.

As an example, to illustrate the difficulties facing the Watermaster, consider an irrigation system with the following characteristics:

- It takes five days for water to travel from beginning to end of the system.
- There are five reaches in the system, each with one day travel time between each reach.
- Only half of the canals in the system have been diverting water over the previous five days and the *total natural flow* has been steady and constant.
- It is possible that all the canals in the system will turn on in the next five days but it is unknown precisely when (or if) they will turn on and off during the five days.
- It is possible that some of the canals that have been diverting *natural flow* the past five days will increase or decrease the amount of water they are diverting.
- Junior and senior water rights are dispersed throughout the system, some currently diverting water and some not currently diverting water.
- The uppermost reach has diversions with unfilled *natural flow* rights, but their water rights are junior to some downstream water rights.
- Suddenly, there is a huge surge of inflow into the uppermost reach from rain and melting snow, increasing the *natural flow* on Day 1 by 1,000 cfs in the first reach. It will take until Day 2 for the 1,000 cfs to flow into the next downstream reach. It will take until Day 3 when the 1,000 cfs is available to diversions in the next downstream reach, and so on, until the additional 1,000 cfs of *natural flow* is available to diversions in the last reach at the end of the system on Day 5.

Assuming these conditions**……Would the priority being filled for diversions in the uppermost reach increase, decrease, or stay the same on Day 1 with the additional 1,000 cfs of *natural flow* entering this reach?**

The answer is……. The Watermaster will not know for certain what priority was filled in the uppermost reach on Day 1 until the 1,000 cfs block of water has passed every diversion in the system on Day 5. The diversions in the uppermost reach are not entitled to any of the 1,000 cfs of additional *natural flow* if senior diversions in downstream reaches that previously were not diverting water decide to increase their diversions when the 1,000 cfs of additional *natural flow* travels down to their reach over the next few days and becomes available to them. However, any portion of the 1,000 cfs of *natural flow* that is not diverted by senior downstream diversions on Days 2, 3, 4, and 5, could be delivered to diversions in the uppermost reach on Day 1. The three possible answers to the previous question are:

1) If the amount of additional senior diversions downstream is greater than 1,000 cfs on Days 2, 3, 4, and 5, the priority being filled for diversions in the uppermost reach would **decrease** on Day 1.
2) If the amount of additional senior diversions downstream is equal to 1,000 cfs on Days 2, 3, 4, and 5, the priority being filled for diversions in the uppermost reach would **stay the same** on Day 1.
3) If the amount of additional senior diversion downstream is less than 1,000 cfs on Days 2, 3, 4, and 5, the priority being filled for diversions in the uppermost reach would **increase** on Day 1.

The same situation applies in Water District #1. The Watermaster cannot precisely determine which diversion has diverted the *natural flow* passing the Snake River at Moran (Jackson Dam) gage until that block of water has been allowed to pass every gage from Jackson Dam to Milner Dam over the next five days. The Watermaster cannot precisely determine which diversion has diverted the *natural flow* passing Henrys Lake until that block of water has traveled entirely through the system and reached Milner Dam seven days later because that's how long it takes the water to travel from Henrys Lake to Milner Dam.

Delivery dates in the water right accounting are expressed by using either **actual date** or **Milner date**. *Table 14* lists the **actual dates** of when a block of water passes through the various reaches in the water right accounting and arrives at the end of the system for a day of accounting on the May 20th **Milner date**. This May 20th (**Milner date**) day of accounting shown in *Table 14* is a snapshot of a 24-hour block of water traveling through the entire system and how it was distributed to diversions beginning on May 13th **actual time** at Henrys Lake (Reach H1), beginning May 15th **actual time** at Jackson Lake (Reach S1), and ending at Milner Dam (Reach S16) on May 20th. The day of accounting was **May 20th Milner date,** but the actual dates when the block of water was distributed to canals in each upstream reach varied depending on the number of days it took for the block of water to travel from the diversion reach to the end of the system at Milner Dam.

The diversions in *Reach A16* (*Minidoka to Milner*) shown in *Table 14* are the *natural flow* and *stored flow* diversions of the water that reached the end of the system on May 20th. The diversions shown for *Reaches S14 and S15* (*Nr Blackfoot to Minidoka*) are the *natural flow* and *stored flow* diversions of that same block of water when it passed through those reaches on May 19th and arrived at the end of the system at Milner Dam on May 20th. That same block of water moved through the reaches between the confluence of Willow Creek and Blackfoot (*Reaches S10 thru S12*) on May 17th, three days before it arrived at Milner Dam. The block of water moved through the Snake River reaches from Irwin to Willow Creek (*Reaches S3 thru S9*) on May 16th and moved through the Henrys Fork reaches *H3 thru H6*, Falls River reaches *F1 thru F3*, and Teton River reaches *T1 thru T3* on May 15th.

Table 14: May 20th (Milner Time) day of water right accounting displaying the "actual date" for each reach of when the block of water arriving at Milner on May 20th passed through the reach and how it was distributed (diverted) according to the reach priority date occurring on the actual date displayed for each reach.

REACH	ACTUAL DATE	"ACTUAL" REACH OUTFLOW (cfs)	REACH GAIN (cfs)	TOTAL NATURAL FLOW (cfs)	REACH DIVERSION (cfs)	NATURAL FLOW DIVERSION (cfs)	REMAINING NATURAL FLOW (cfs)	LAST RIGHT PRIORITY (yyyy-mm-dd)
SNAKE RIVER								
S1	May 15	1,690	685	685	0	0	685	1891-12-14
S2	May 15	3,810	2,120	2,805	0	0	2,805	1891-12-14
GREYS RIVER								
G1	May 15	488	488	488	0	0	488	1891-12-14
SALT RIVER								
L1	May 15	483	483	483	0	0	483	1891-12-14
SNAKE RIVER								
S3	May 16	9,380	773	4,549	0	0	4,549	1891-12-14
S4	May 16	10,200	842	5,391	22	20	5,371	1891-12-14
S5	May 16	5,999	0	5,391	4,201	3,340	2,031	1891-12-14
S6	May 16	5,570	85	5,476	514	430	1,686	1891-12-14
HENRYS FORK								
H1	May 13	40	10	10	0	0	10	1891-12-14
H2	May 14	1,410	512	522	0	0	522	1891-12-14
H3	May 15	2,220	818	1,340	8	8	1,332	1891-12-14
H4	May 15	2,216	0	1,340	4	0	1,332	1891-12-14
FALLS RIVER								
F1	May 15	20	10	10	0	0	10	1891-12-14
F2	May 15	902	882	892	0	0	892	1891-12-14
F3	May 15	474	69	961	497	490	471	1891-12-14
HENRYS FORK								
H5	May 15	1,560	-100	2,201	1,030	550	1,153	1891-12-14
H6	May 15	901	0	2,201	659	490	663	1891-12-14
TETON RIVER								
T1	May 15	347	354	354	7	7	347	1885-06-01
T2	May 15	0	163	517	510	510	0	1885-06-01
T3	May 15	0	34	551	34	34	0	1885-10-17
HENRYS FORK								
H7	May 16	1,480	579	3,331	0	0	1,242	1891-12-14
SNAKE RIVER								
S7	May 16	7,010	-40	8,767	0	0	2,888	1891-12-14
S8	May 16	6,180	581	9,348	1,411	1,400	2,069	1891-12-14
S9	May 16	5,970	0	9,348	210	203	1,866	1891-12-14
WILLOW CR								
W1	May 16	31	41	41	10	10	31	1883-04-01
W2	May 16	64	-4	37	0	0	27	1883-04-01
W3	May 16	28	-16	21	20	11	0	1883-04-01
W4	May 16	28	0	21	0	0	0	1883-04-01
SNAKE RIVER								
S10	May 17	5,640	86	9,455	444	330	1,622	1891-12-14
S11	May 17	2,920	-332	9,123	2,388	1,173	117	1891-12-14
S12	May 17	2,788	0	9,123	132	117	0	1891-12-14
S13	May 18	2,795	7	9,130	0	0	7	1900-10-11
PORTNEUF R.								
P1	May 18	55	55	55	0	0	55	1900-10-11
SNAKE RIVER								
S14	May 19	10,868	2,440	11,625	188	0	2,502	1900-10-11
S15	May 19	8,850	-78	11,547	1,838	10	2,414	1900-10-11
S16	May 20	0	149	11,696	9,100	2,563	0	1900-10-11
TOTAL			11,696		23,227	11,696		

The time that it takes for a block of water to travel through the entire system makes it difficult for the Watermaster and canal managers in the upstream reaches to know the precise amounts of *natural flow* and storage that can be diverted on a real-time basis because the accounting for that block of water usually cannot be determined until several days after it has passed the diversion(s). Also, the accounting for the current day cannot be completed until the next day because data for the current day is required through midnight for all diversions, reservoirs, and streamflow stations in the reach. For example, to calculate the water right accounting and water distribution for May 20th (Milner date), the Watermaster must wait until May 21st to calculate the accounting required to track a block of water traveling through the system from May 13th through May 20th. The May 20th (Milner date) water accounting (compiled on May 21st) will show the amount of water diverted and the priority filled for Snake River diversions near Heise and Rigby five days earlier on May 16th but does not give any indication what priority was filled for those diversions for the actual date May 17th in that reach.

To forecast the priority being filled in any reach on a real-time basis requires "projecting" future *reach gains*, diversions, and filled priority dates. The further a diversion is located upstream, the longer the forecast needs to be to enable real-time projections of what priority water right will likely be filled in that reach. For example, to determine the amount of natural flow available to diversions near Heise and Rigby on a real-time basis, the Watermaster must make projections five days into the future, forecasting the daily quantities of *reach gains*, diversions, and reservoir changes that will occur over the next five days. These forecasts are referred to as **projected data** and will be discussed in *Chapter7*.

Chapter 5: REACH GAIN AVERAGING

Fluctuations in computed *reach gains* are caused by fluctuations in spring or tributary inflows between the reach's beginning and ending gages. *Reach gain* fluctuations can also occur because of imprecise discharge measurements, imprecise water travel times, and imprecise measurements of reservoir contents incorporated into the water right accounting. Large and frequent *reach gain* fluctuations due to these gaging errors can cause unrealistic fluctuations in natural flow and priority deliveries making it difficult for canal managers to manage their canals daily. A *reach gain averaging* process over a multi-day period has been incorporated into the water right accounting to smooth these unnatural fluctuations.

5.1 Reach gain fluctuations caused by imprecise travel time

As demonstrated in *Tables 11 and 12*, when the *reach gain* equation is adjusted for water travel time between inflow and outflow gages, the outcome can more closely reflect the actual gain of water between the beginning and ending of the reach. The time it took for water to travel from the inflow to the outflow gage in *Tables 11 and 12* was exactly 24 hours. The water right accounting is limited to either using 24 hours or zero hours of travel time between gages because it is limited to one-day time steps. The time it takes for water to actually travel between the inflow and outflow gages of reaches in the water right accounting is always greater than zero and usually less than 24 hours.

When the actual water travel time between gages is greater than the travel time assigned to the reach in the water right accounting, the calculated *reach gain* will be **underestimated when streamflow is increasing** and **overestimated when streamflow is decreasing** in the reach. This was illustrated in *Table 11* on June 3rd and June 6th, respectively. The exact opposite effect occurs when the actual water travel time between gages is less than the travel time assigned in the water right accounting, whereby the calculated *reach gain* will be **overestimated when streamflow is increasing** and **underestimated when the streamflow is decreasing** in the reach. Because the water right accounting assigns either a zero or 24-hour travel time to each reach, it sometimes causes unrealistic fluctuations in *reach gains* due to the imprecise adjustments for water travel times when the discharges at the inflow and outflow gages of the reach are increasing or decreasing.

One of the ways to smooth unrealistic fluctuations due to travel times is to average the computed daily reach gain values over several days. For example, if the daily calculated reach gains over a 4-day period are 240 cfs, 320 cfs, 310 cfs, and 270 cfs and the fluctuations are being caused by travel time adjustments to the reach gain equation, the four days of gains could be averaged together yielding a 285 cfs averaged reach gain. This process could help offset any error induced by water travel times greater than zero but less than 24 hours during times of increasing and decreasing discharges, and represent an averaged value closer to the actual reach gain occurring during the four days.

5.2 Reach gain fluctuations caused by imprecise measurement of reservoir content

Large daily reach gain fluctuations in reaches that contain large reservoirs are often not caused by sudden increases and decreases in spring/tributary inflow into the reach. They are usually caused by the inability to precisely measure daily changes in reservoir contents.

For example, let's assume a constant storage elevation at Lake Walcott is maintained (i.e., no change in reservoir content) over several days while inflows, outflows, reach diversions, and evaporation remain steady. The daily reach gain calculation during this period will remain steady because all the parameters in the reach gain equation remain unchanged. Now, let's assume on a windy day the reservoir gage shows a datum increase of 0.08 foot, without any changes to inflows, diversions, evaporation, or reservoir releases. The next day the wind ceases, and the reservoir gage returns to the previous water elevation level showing a gage height decrease of 0.08 foot.

The water right accounting in this example measures the actual reservoir contents increasing 0.08 foot one day and decreasing 0.08 foot the next day, but it was only because of the wind pushing the reservoir surface towards the gage making it appear the reservoir was rising when the wind was blowing and then receding when the wind stopped. When the water right accounting uses the reach gain equation to compute the reach gain for each of the two days, a 490 cfs reach gain is computed on the day when the reservoir content appears to rise, followed by a -490 cfs reach loss the next day when the wind stops and the reservoir content appears to recede. The two-day fluctuation of +490 cfs and -490 cfs was not a real change in the reach gain. It was caused by the inability to accurately measure the reservoir content on the day the wind was blowing.

Reservoirs with large surface areas relative to the amount of water stored in the reservoir, or reservoirs that are exposed to more frequent high winds, have greater and more frequent reach gain fluctuations than reservoirs with smaller surface areas or reservoirs that do not receive as much wind. For example, a gage height fluctuation of 0.08 feet (one inch) caused by wind on Lake Walcott results in a 490 cfs (970 acre-feet) reach gain fluctuation at full capacity. A gage height fluctuation of 0.08 feet on American Falls Reservoir at full capacity results in a 2,340 cfs (4,650 acre-feet) fluctuation because of its larger surface area.

Reach gain averaging can be used in the water right accounting to adjust for unnatural variations in reach gains caused by windswept reservoirs. Averaging the daily reach gain over a multi-day period can help smooth the reach gain fluctuations caused by the inability of reservoir gages to accurately measure and account for reservoir contents at all times.

5.3 Determining appropriate number of days to average reach gains

The original computerized accounting when it was first compiled in the late 1970's probably did not have any *reach gain averaging* until the problems caused by imprecise travel times and imprecise daily reservoir content data were realized. A 4-day *reach gain averaging* was initially added to the accounting for reaches containing a reservoir but it was later found that this was too short of a time period for the reaches containing American Falls Reservoir, Lake Walcott, and Lake Milner. The 4-day averaging for these reaches did not do an adequate job of smoothing reach gain fluctuations caused by imprecise travel times and reservoir content fluctuations. The averaging period for the reaches containing Lake Walcott and Lake Milner were eventually changed from four to seven days to better smooth fluctuations caused by the inability to precisely measure water travel time and wind effects on those reservoirs. The reach containing American Falls Reservoir was changed to a 10-day averaging period, and then eventually changed to a 15-day averaging period in the water right accounting to smooth fluctuations for this larger wind affected reservoir.

A 4-day averaging period for reaches containing Jackson Lake, Palisades, Henrys Lake, Island Park, Grassy Lake, and Ririe Reservoirs was sufficient to adequately smooth reach gain fluctuations since they are not as frequently affected by wind as the reaches containing American Falls Reservoir, Lake Walcott, and Lake Milner. A 4-day averaging is also used for some reaches without reservoirs to smooth unnatural reach gain fluctuations caused by travel times that do not fit well within the 24-hour time period. Reaches without reservoirs that typically do not have fluctuations caused by travel times do not have their reach gains averaged. *Table 15* shows the time periods the reaches in the water right accounting are averaged.

Table 15: Days of reach gain averaging for each reach in the water right accounting.

DAYS AVERAGED	REACH GAIN
4 days	S1 - To Moran (includes Jackson Lake)
No averaging	S2 - Moran to Alpine
No averaging	G1 - Greys River (above Palisades Reservoir)
No averaging	L1 - Salt River (above Palisades Reservoir)
4 days	S3 - Alpine to Irwin (Includes Palisades Reservoir)
No averaging	S4 - Irwin to Heise
4 days	S5 - Heise to below Dry Bed (includes Dry Bed and all Great Feeder Canal diversions)
4 days	S6 - Below Dry Bed to Lorenzo
4 days	H1 - To Henrys Lake (includes Henrys Lake)
4 days	H2 - Henrys Lake Outlet to Island Park (Includes Island Park Reservoir)
No averaging	H3 - Island Park to Ashton
4 days	H4 - Ashton to above Falls River (Ashton to confluence of Falls River)
4 days	H5 - To Grassy Lake (includes Grassy Lake)
No averaging	F1 - Grassy Lake to above Yellowstone Canal
No averaging	F2 - Above Yellowstone Canal to Chester (end of Falls River)
4 days	F3 - Above Falls River to St. Anthony (Falls River confluence to Henrys Fork St. Anthony gage)
4 days	H6 - St. Anthony to above North Fork Teton River (St. Anthony to confluence of Teton River)
No averaging	T1 - Above South Leigh Creek to Near St. Anthony gage
No averaging	T2 - Near St. Anthony to Teton River Forks (Nr St. Anthony gage to Teton North and South Fork gages)
No averaging	T3 - Teton Forks to Mouth (Lower North Fork of Teton River to confluence with Henrys Fork)
No averaging	H7 - Above North Fork Teton River to Rexburg (Confluence of Teton River to Henrys Fork Rexburg gage)
4 days	S7 - Lorenzo to Menan (Includes confluence of Henrys Fork to Snake River)
4 days	S8 - Menan to near Idaho Falls
4 days	S9 - Near Idaho Falls to abv Willow Creek (Nr Idaho Falls gage to confluence of Willow Creek Floodway Channel)
No averaging	W1 - Willow Creek below Tex Creek (Top of Willow Creek Basin to Below Tex Creek gage)
No averaging	W2 - Below Tex Creek to near Ririe (Includes Ririe Reservoir)
No averaging	W3 - Near Ririe to Willow Creek Floodway near Ucon (Includes Sand Creek and Willow Creek diversions)
No averaging	W4 - Floodway near Ucon to End of Floodway Channel (Floodway Channel confluence with Snake River)
4 days	S10 - Willow Creek to Shelley (Confluence of Willow Creek Floodway to Snake River Shelley gage)
4 days	S11 - Shelley to At Blackfoot
No averaging	S12 - At Blackfoot to below Blackfoot (Snake River At Blackfoot gage to Parsons Canal)
4 days	S13 - Below Blackfoot to near Blackfoot (Parsons Canal to Snake River near Blackfoot gage – includes confluence of Blackfoot River)
No averaging	P1 - Portneuf River at Pocatello to confluence with American Falls Reservoir
15 days	S14 - Near Blackfoot to Neely (includes American Falls Reservoir)
7 days	S15 - Neeley to Minidoka (includes Lake Walcott)
7 days	S16 - Minidoka to Milner (includes Lake Milner)

If there are 4 days of averaging displayed for a reach in *Table 15*, the computed reach gain for that reach printed on the daily water right accounting includes the current day's calculated reach gain and the previous three days of calculated reach gain averaged together. For example, if the calculated un-averaged reach gain for the *Alpine to Irwin* reach on June 15th was 600 cfs, and the un-averaged gains on June 12th through June 14th were 750 cfs, 520 cfs, and 630 cfs, the REACH GAIN shown on the output of the June 15th water right accounting would be the 4-day averaged reach gain of 625 cfs. This averaged reach gain would be summed with all other reach gains on this day of accounting to compute the *total natural flow* available to diversions.

The *reach gain averaging* is based on a "moving average" so the most recent time period is always being averaged. A reach with a 4-day average on July 21st would average the values of the reach gains calculated for the period July 18th through July 21st. A 7-day averaged reach on July 19th would have its calculated reach gain averaged using the individual daily gains computed each day from July 13th through July 19th.

5.4 Reach gain averaging consequences

The primary purpose for using *reach gain averaging* is to smooth unnatural fluctuations (due to gaging error and/or inaccurate travel time) in calculated daily reach gains. However, *reach gain averaging* can also prevent sudden natural peaks of *natural flow* due to sudden rainfall or rapid snowmelt from being distributed to junior water rights. For example, assume the calculated daily reach gain for a 4-day period was 214 cfs, 210 cfs, 230 cfs, and 310 cfs. If a 4-day average was used for the reach gain on the fourth day, the averaged gain would be 241 cfs for that day. However, if it rained all day on the fourth day, a sharper rise in reach gain could be expected. The 241 cfs 4-day averaged gain would likely be an underestimation of the actual gain that occurred on the day it was raining. If it rained for only one day, the effects of the rain on the one day would be spread over the next three days with a four-day averaging. This could result in distributing less *natural flow* than would have otherwise been available (without averaging) on the day it rained and distributing more *natural flow* on the three days following the rain that otherwise wouldn't have been available without averaging.

Natural reach gain peaks are likely to be dampened too severely if the averaging period is too long. For example, if a 365-day *gain averaging* period was used, it would certainly smooth the unnatural fluctuations of reach gain, but it would also eliminate natural fluctuations that should have occurred during the year. Therefore, the time period chosen for averaging reach gains should be reduced to the smallest practical increment to smooth unnatural fluctuations without significantly affecting real natural reach gain fluctuations.

5.5 Using different time periods for reach gain averaging in adjacent reaches

Reach gain averaging can also present a problem when adjacent reaches have different periods of *gain averaging* and there is a gaging error in the river gage shared by the two reaches. For example, let's assume a gaging error of 500 cfs occurs at the *Snake River at Neeley* gage shared by both the *Near Blackfoot to Neeley* (*S14*) and the *Neeley to Minidoka* (*S15*) reaches. This would result in a 500 cfs overestimation of the reach gain in one reach and a 500 cfs underestimation in the adjacent reach due to the gaging error. However, the measured total *natural flow* for the two reaches will be accurate when the gains of the two reaches are summed together because the gaging error in one reach will completely offset the gaging error in the adjoining reach as long as the period of *gain averaging* is the same for both reaches. If different periods of *gain averaging* are used for the two reaches, the gaging error will not completely offset when summing the *natural flow* of the two reaches.

For example, if both adjacent reaches had a 7-day *gain averaging* period, the 500 cfs gaging error would be spread over seven days (71 cfs per day) and the error would be offset when both reaches were summed together to calculate the total *natural flow* during the seven days. However, if the *Near Blackfoot to Neeley* reach is averaged over a 15-day period and the *Neeley to Minidoka* reach is averaged over a 7-day period, the gaging error will not completely offset each day. The 500 cfs gaging error would be spread over fifteen days (33 cfs per day) in the *Near Blackfoot to Neeley* reach and spread over 7 days (71 cfs per day) in the *Neeley to Minidoka* reach resulting in an imbalanced total *natural flow* for the two reaches over the 15-day period.

While the simple solution to this problem would be to make the *gain-averaging* period for both reaches the same (either seven days or fifteen days), the 15-day averaging period in the *Neeley to Minidoka* reach is too long because it results in excessively smoothing actual reach gain fluctuations in that reach, and a 7-day averaging period in the *Near Blackfoot to Neeley* reach is too short to sufficiently smooth reach gain fluctuations caused by the inability to precisely measure the American Falls Reservoir change in reservoir contents in that reach. In the water right accounting, *gain averaging* of different periods in adjoining reaches has been the accepted practice because it seems more practical to use the shortest period of *gain averaging* necessary for each reach rather than using identical periods of averaging for all reaches.

5.6 Discrepancy in reservoir system contents due to gain averaging

Without *gain averaging*, the water right accounting would distribute all the water in the system each day, and the change in total reservoir system contents would be equivalent to the amount of storage used from (or the amount of water stored in) the reservoir storage water right accounts. However, the daily fluctuations in reach gains that occur without *gain averaging* would also make it very difficult to manage the water supply due to the large swings in *natural flow* from day-to-day that are calculated without perfect travel times and without accurate reservoir content changes.

When *gain averaging* is added to the water right accounting to smooth large fluctuations caused by imprecise travel times and reservoir content changes, it can cause a temporary imbalance to the total reservoir system contents when compared to the amount of storage used from (or storage accrued to) the reservoir storage water right accounts. This imbalance can be negative or positive depending on the difference between the unaveraged gain and the averaged gain used in the water right accounting to distribute total *natural flow* each day. Over the course of the season, the temporary fluctuations will cause differences (between the distributed storage and remaining physical contents) oscillating back and forth from a net zero difference. Historically, the discrepancy between reservoir system physical contents and the storage distributed to diversions caused by *gain averaging* typically ranges somewhere between $\pm$ 20,000 acre-feet on any given day for the nearly four million acre-feet in the reservoir system.

Chapter 6: SPRING CREEK ADJUSTMENT AND AMERICAN FALLS GAIN DIFFERENCE

In 1989, a new procedure was incorporated into the Water District #1 water right accounting to compute the daily *Near Blackfoot to Neeley* reach gain because the previous method of using the reach gain equation and 15-day *gain averaging* continued to produce reach gain fluctuations that weren't representative of actual changes in daily gains and losses. The new procedure added in 1989 operated under the assumptions that Spring Creek is the largest gaged contributor of spring inflows to American Falls Reservoir and a correlation of Spring Creek discharge to the gain in the *Near Blackfoot to Neeley* reach could be used to decrease fluctuations and improve the accuracy of the daily reach gain calculated in the water right accounting.

The relationship between the Spring Creek discharge and the *Near Blackfoot to Neeley* reach gain for the period of August 1980 through September 1982 is described in *USGS Report 87-4063*. Using this study as a basis, the IDWR correlated the annual ungaged inflows to American Falls Reservoir with the annual Spring Creek discharge for the water years 1981 through 1988, omitting 1984 because of apparent uncorrected gaging errors. A procedure was then devised to modify the computed reach gain based on the correlation, without creating a surplus or deficit of water in the water right accounting (*Sutter, 12/27/1989*).

6.1 Reach gain calculation using Spring Creek correlation

The water right accounting computes the *Near Blackfoot to Neeley* reach gain using the Spring Creek regression equation

$$RG_{SPRING} = 5.2\ (S) + 970 - E_1$$

where

RG_{SPRING} = reach gain calculated using Spring Creek regression equation (cfs)
S = discharge at USGS gaging station *Spring Creek at Sheepskin Road* (cfs)
E_1 = net evaporation of American Falls surface area greater than 8,000 acres (cfs).

The net evaporation for the American Falls surface area greater than 8,000 acres is subtracted in the equation because the original correlation of Spring Creek discharge to the *Near Blackfoot to Neeley* reach gain included the evaporation for the entire surface area of American Falls Reservoir, whereas the reach gain equation in the water right accounting includes only the evaporation for the first 8,000 surface acres of American Falls Reservoir. The evaporation is reduced in the correlation equation to include only the evaporation for the first 8,000 acres to make it compatible with the gain computed using the inflow–outflow equation.

After computing the RG_{SPRING} gain, the water right accounting computes the *Near Blackfoot to Neeley* reach gain using the basic inflow–outflow reach gain equation

$$RG_{InOut} = Q_N - Q_B - Q_P + D + C + E_2$$

where

RG_{InOut} = reach gain calculated using inflow–outflow equation (cfs)
Q_N = discharge at USGS station Snake River at Neeley (cfs)
Q_B = discharge at USGS station *Snake River near Blackfoot* (cfs)
Q_P = discharge of the USGS station *Portneuf River at Pocatello* (cfs)
D = diversions in *Blackfoot to Neeley* reach (cfs)
C = change in American Falls Reservoir contents (cfs)
E_2 = net evaporation for first 8,000 acres of American Falls surface area (cfs).

The 15-day averaged gain is computed, averaging the daily values for RG_{InOut} for the most recent 15-day period, and then compared to the RG_{SPRING} gain calculated using the Spring Creek regression equation. If the averaged RG_{InOut} value is less than RG_{SPRING} value, the RG_{SPRING} value is **adjusted downward** and used as the daily reach gain value for the *Near Blackfoot to Neeley* reach in the water right accounting. If the averaged RG_{InOut} value is greater than RG_{SPRING} value, the RG_{SPRING} value is **adjusted upward** and used in the water right accounting as the daily reach gain for the *Near Blackfoot to Neeley* reach.

The RG_{SPRING} value is adjusted either upward or downward using a gain adjustment coefficient. The gain adjustment coefficient is calculated by taking the difference between RG_{SPRING} and the averaged RG_{InOut} value and multiplying the difference by 0.0001. The difference between RG_{SPRING} and the 15-day averaged RG_{InOut} value is then multiplied by this adjustment coefficient and is added to RG_{SPRING}, yielding the final *Near Blackfoot to Neeley* reach gain used to compute *natural flow* in the water right accounting. The difference between the reach gain used to compute *natural flow* and the 15-day averaged RG_{InOut} value is then carried to the next day of water right accounting and added to the adjustment for RG_{SPRING} to prevent creating a surplus or deficit of water remaining at the end of the irrigation year. As the cumulative total difference between the adjusted gain used in the daily water right accounting and the 15-day averaged RG_{InOut} values get larger, the adjustment to RG_{SPRING} gets larger.

For example, assume the "*cumulative difference total*" (AM FALLS GAIN DIFF) to date between the *Near Blackfoot to Neeley* reach gain used in the water right accounting and the computed 15-day averaged RG_{InOut} values has accumulated to 1,500 cfs, and the RG_{SPRING} and averaged RG_{InOut} values were calculated as 2,500 cfs and 3,000 cfs respectively for the current day of water right accounting. The reach gain used in the water right accounting program so far for the season has underestimated the 15-day averaged RG_{InOut} values by a total of 1,500 cfs this season, and there is a difference of 500 cfs between the RG_{SPRING} and RG_{InOut} values calculated in today's water right accounting. The daily difference of 500 cfs is added to the 1,500 cfs *cumulative difference total* to yield a current *cumulative difference total* of 2,000 cfs. The gain adjustment coefficient is computed by multiplying the *cumulative difference total* (2,000 cfs) by 0.0001, yielding a value of 0.2. The gain adjustment coefficient (0.2) is then multiplied by the *cumulative difference total* (2,000) for an adjustment to the RG_{SPRING} value of 400 cfs. The 400 cfs adjustment is added to the 2,500 cfs RG_{SPRING} value resulting in 2,900 cfs used as the *Near Blackfoot to Neeley* reach gain in the daily water right accounting for this day of accounting.

The water right accounting output in this example would show a reach gain of 2,900 cfs for the *Near Blackfoot to Neeley* reach. The new AM FALLS GAIN DIFF is calculated by adding the 100 cfs difference between the 15-day averaged RG_{InOut} value (3,000 cfs) and the final adjusted reach gain (2,900 cfs) to the previous day's AM FALLS GAIN DIFF (1,500 cfs), yielding a new AM FALLS GAIN DIFF of 1,600 cfs. In other words, the inflow-outflow reach gain has been underestimated by 1,600 cfs using the modified RG_{SPRING} so far for this season in the *Near Blackfoot to Neeley* reach. (*Note: The AM FALLS GAIN DIFF listed on the water right accounting output is in acre-feet units, so a difference of 1,600 cfs would be shown as 3,174 acre-feet.)*

It's possible that the Spring Creek Adjustment may have outlived its usefulness. Daily reservoir and streamflow data in more recent years has been reviewed and updated more frequently in the preliminary water right accounting during the irrigation season, reducing unnatural reach gain fluctuations that were seen in earlier years during the preliminary accounting. If the Spring Creek Adjustment continues to be used, it may be helpful if the correlation between Spring Creek discharges and the *Near Blackfoot to Neeley* reach gain are re-examined and updated with more recent years' data. The regression equation currently used in the water right accounting is based on the relationship that existed in the years 1981 through 1988. The relationship between Spring Creek discharge and the gains in the *Near Blackfoot to Neeley* reach may have changed since that time.

6.2 Discrepancy in reservoir system contents due to Spring Creek Adjustment

The Spring Creek Adjustment smooths peaks or changes the timing of the *Blackfoot to Neeley* reach gain that would occur if only the 15-day averaged reach gain were used in the water right accounting. When using the adjusted RG_{SPRING} value for the *Blackfoot to Neeley* reach gain in the water right accounting, it creates an imbalance to the total reservoir system contents when compared to the amount of storage used, or storage accrued to, the reservoir storage water rights like the effect caused by *reach gain averaging*. Depending on whether the resulting AM FALLS GAIN DIFF is negative or positive, it can either increase or decrease the discrepancy in reservoir system contents attributed to *gain averaging* for the purpose of smoothing sudden unnatural reach gain peaks. The AM FALLS GAIN DIFF is included in the discrepancy in reservoir contents attributed to *gain averaging*.

Chapter 7: PROJECTING CURRENT AND FUTURE DIVERSIONS, REACH GAINS, AND PRIORITY DELIVERIES

When the water right accounting is computed for the system above Milner Dam, the water distribution for the current day can't be accurately determined because the full 24-hour averaged data for the current day won't be available until after midnight occurs. The last full day of accounting for all reaches that can be computed is the day prior to when the calculations are actually being made. For example, if the water right accounting is being computed on May 21st, the last day when the full 24-hour averaged data is available for a full day of water right accounting is from midnight May 19th through midnight of May 20th, or the May 20th day (Milner date) of water right accounting. If the current day of water right accounting is to be calculated, a forecast or "projection" of the diversion, streamflow, and reservoir content data for the remainder of the day up until midnight must be estimated or projected to compute the water distribution for the current day based on the projected data.

Water travel times further complicate the computation of the current day's water right accounting for each reach as you move upstream. For example, if today's date is May 21st and you've just finished computing the latest day of accounting that shows priority dates and *natural flow* delivered in each reach from May 13th through May 20th……the day of accounting on May 20th (Milner date) will show the reach gain, diversion, and priority data for the *Minidoka to Milner* reach that occurred on May 20th; the reach gain, diversion, and priority data for the reaches between *Nr Blackfoot and Minidoka* that occurred May 19th (actual time at Minidoka); the reach gain, diversion and priority data for the reaches Shelley to Blw Blackfoot that occurred May 17th (actual time at Blackfoot)…. and so on up the basin, lagging reaches for the time it takes water to travel from the reach on its actual date and arrive at Milner Dam on May 20th (Milner date).

If today's date is May 21st, to determine the priority dates and *natural flow* delivered in each reach from May 14th through May 21st (i.e. the May 21st Milner date day of accounting), one day of "projected" water right accounting must be calculated because the streamflow, diversion, and reach gain data for the full 24-hour period in the *Minidoka to Milner* reach has not yet occurred for the full day of May 21st. Once the data for the day of May 21st in the *Minidoka to Milner* reach has been "projected", the projected data is used for that reach, and the actual data for the dates May 14th through May 20th for the remaining upstream reaches are used to compute the one day of "projected" water right accounting for May 21st (Milner date).

To project the priority dates and *natural flow* being delivered to diversions on the May 21st actual date in the Nr Blackfoot to Minidoka reaches today on May 21st Milner date, two days of projected data for the *Minidoka to Milner* reach (May 21-22) and one day of projected data (May 21) for the Nr Blackfoot to Minidoka reaches must be used for projecting today's *natural flow* and storage deliveries to diversions. This is because it takes one additional day for water to travel from Neeley to Milner than it does for water to travel from Minidoka to Milner. The actual data for the remaining reaches above Nr Blackfoot can be used to compute the May 21st Milner date of water right accounting.

Four days of projected data in the furthest downstream reach, three days of data for the reaches between Nr Blackfoot and Minidoka, two days for reaches between Blw Blackfoot and Nr Blackfoot, and one day of projected data for reaches between Shelley and Blackfoot are needed to compute the *natural flow* and storage currently being delivered today to diversions from Shelley to Blackfoot. It takes five days of projected data to compute the *natural flow* and storage delivered to diversions in the Idaho Falls and Heise areas. It takes six days of projected data to determine the current day's water distribution to canals downstream of Island Park on the Henrys Fork, Falls River, and Teton River so that canal managers for those diversions can determine what priority and *natural flow* are projected to be delivered for the current day in those reaches.

7.1 Computing reach projected data

After all diversion, streamflow, and reservoir data has been collected to compile the water right accounting for the previous day(s), the reach gains data must be projected for reaches upstream of Milner Dam when the data for a reach's *actual date* has not yet occurred. If the most recent previous day is May 20th, to estimate the reach gain that will occur in the *Minidoka to Milner* reach (*S16*) for the first day of projected accounting on May 21st, the change in the reach gain for the *Minidoka to Milner* reach is averaged for the previous three days (May 18th, 19th, and 20th) and that average change is added to the gain of the last measured day on May 20th. The May 21st projected diversion and reservoir data for the *Minidoka to Milner* reach is set equal to the previous day's (May 20th) values in that reach. Once the projected reach gain, diversion, and reservoir content are determined for the *Minidoka to Milner* reach, they are combined with all the actual diversion and reach gain data for all upstream reaches that occurred on the day of May 21st (Milner date) day of accounting.

If a second day of projected accounting (May 22nd Milner date) is performed, reach gain, diversion, and reservoir data between the Nr Blackfoot and Milner reaches (*Reaches S14, S15, and S16*) must be projected. The same projected data computed for the *Minidoka to Milner* reach *(S16)* for the first projected day (May 21st) is repeated for the second projected day of accounting on May 22nd. The projected reach gain data for *Reaches S14 and S15* for May 22nd (Milner date) are computed by averaging the change in daily reach gain of the previous three days (May 19th, 20th, and 21st) and then adding this average change to the gain of the last actual day calculated (May 21st Milner date). The May 22nd (Milner date) diversion and reservoir contents for *Reaches S14, S15, and S16* are set equal to the actual diversion and reservoir contents that occurred on May 21st for those reaches. Data collected on the actual dates for all other upstream reaches are used to compute the projected *natural flow* and storage distribution that occurred on the May 22nd (Milner date) of the projected accounting.

This projection methodology continues upstream as additional days of projected accounting are calculated. For the first projected day when the actual collected data for a reach is not available to calculate the reach gain, the change in reach gain for that reach is averaged for the previous three days and then the average change in gain is added to the reach gain calculated for the previous day. This projected reach gain is then combined with all other reach gains to compute the distribution of *natural flow* and storage to diversions for the projected day (Milner date) of accounting. On the second projected day when the actual collected data for the reach is not available, the reach gain calculated on the first projected day is repeated and used again for the second projected day and every subsequent projected day thereafter.

The water right accounting does not project future reservoir contents. The accounting program sets the reservoir contents to the previous day's value for reaches that contain projected data, but the change in reservoir contents that result on the projected day (zero change in contents) are not used to compute reach gains for the day of projection. The reach gains for the reach being projected are calculated by using the previous day(s) reach gains values instead of using the inflow-outflow (reach gains) equation that is used to compute reach gains for non-projected days. In other words, the reservoir contents in the reaches that are being projected could be left "blank" in the water right accounting output to prevent someone from reaching the incorrect conclusion the water right accounting is forecasting that the reservoir contents will not change during the projected days.

7.2 Projected water right accounting accuracy

The accuracy of the projected water right accounting depends on whether the trends in projected reach gains and diversions match the actual reach gain and diversion changes that eventually occur over the projected period. If diversions remain the same as the previous three days, and the change in reach gains rises or falls at the same rate as projected, the forecasted or projected accounting should come very close to the eventual non-projected water right accounting.

The first day of projected accounting is usually more accurate than the second day of projected accounting because there is more actual data used in calculating the first projected day than is used on the second projected day. For the same reason, the second day of projected accounting is likely to be more accurate than the third day of projected accounting. As additional projected days are added, the forecasts or projections are more likely to become less accurate. If the number of projected days goes beyond five days, most of the data being used to compute *natural flow* and storage delivery is based on projected data instead of actual collected data and may not be a good forecast of the future conditions if trends in reach gains and diversions change. For these reasons, five days of projected data is generally considered the outer limit of practical forecasting for reaches upstream from Blackfoot.

Projected data is usually less accurate at the beginning of the irrigation season, when reach gain fluctuation variability is at its highest due to changing snowmelt rates, more frequent rain events, and varying temperatures that influence daily changes in diversions and gains to the river each day. Projected data is most accurate in the middle of the irrigation season after the snowpack has subsided, fluctuations from rain events are less likely to occur, and diversions have stabilized. Mid-season projections are generally more accurate because reach gain fluctuations usually are at their minimums during this time. Projections start to become less accurate at the very end of the irrigation season as diversions are decreasing or curtailing each day as irrigation demand is subsiding.

7.3 Increased projection accuracy when remaining natural flow is zero

Canal managers with canals in the upper reaches are somewhat at a disadvantage during the first part of the irrigation season because it takes more days of projection to determine the *natural flow* being delivered to their canals on the current day than it takes to determine the *natural flow* being delivered on the current day to canals in the lower reaches. As discussed in the previous section(s) of this chapter, it only takes one day of projected data to determine the *natural flow* projected to be delivered to diversions in the *Minidoka to Milner* reach for the current day, but it takes six days of projected data to determine the *natural flow* projected to be delivered on the current day to diversions in the Henrys Fork reaches.

An increase in the amount of projected or forecasted data used to compute a reach's current day's *natural flow* distribution has the effect of decreasing the likelihood that the current day's *natural flow* distribution has been forecasted or projected accurately. This is analogous to a weather forecast computed on March 14th for what the weather will be like on March 20th compared to a weather forecast computed on March 19th for what the weather will be like on March 20th. The March 19th forecast is likely to be more accurate than the March 14th forecast to predict what the weather will be on March 20th because a lesser amount of forecasted or projected data is needed to compute the 1-day forecast than is needed to compute the 6-day forecast.

The accuracy of the projections increases for diversions upstream from Blackfoot when the *remaining natural flow* in the *At Blackfoot to Blw Blackfoot* reach becomes zero. This typically occurs during most irrigation seasons after the peak runoff occurs when the *total natural flow* that arises above Blackfoot is only sufficient to fill senior water rights above Blackfoot, and zero *natural flow* is remaining to be delivered to more junior diversions downstream below Blackfoot. When diversions below Blackfoot are only being delivered *natural flow* that arises below Blackfoot, the amount of projected data needed to estimate the current priorities and *natural flow* delivered to diversions above Blackfoot decreases by three days because the projected data for the reaches below Blackfoot no longer have any effect on the *natural flow* distribution above Blackfoot.

When *remaining natural flow* in the *At Blackfoot to Blw Blackfoot* reach is greater than zero, the projected data for the reaches downstream from Blackfoot influence the amount of *natural flow* distributed to diversions both above and below Blackfoot. When *remaining natural flow* in the *At Blackfoot to Blw Blackfoot* reach is equal to zero, only the projected data computed for reaches above Blackfoot influence the amount of *natural flow* projected to be distributed to diversions above Blackfoot. Diversions below Blackfoot are no longer diverting *natural flow* available to diversions above Blackfoot and therefore do not affect the projections for reaches above Blackfoot when the *remaining natural flow* in the *At Blackfoot to Blw Blackfoot* reach is zero.

Six days of projected water right accounting from the Milner date are still needed to determine the current day's projected priority and *natural flow* distribution for diversions in the Henrys Fork reaches. However, when the *remaining natural flow* in the *At Blackfoot to Blw Blackfoot* reach becomes zero, the first three days of this projected water right accounting are the actual diversions and *natural flow* that was distributed to diversions upstream of Blackfoot and will not change as a result of any projected data errors or corrections in the reach gain data for the reaches below Blackfoot. Therefore, when the *remaining natural flow* below Blackfoot becomes zero, the amount of projected data used to compute the current day's priorities and *natural flow* delivered to diversions above Blackfoot effectively becomes one day for diversions in the Shelley to Blackfoot reaches, two days of projected data used for projecting *natural flow* deliveries in the Idaho Falls and Heise areas, and three days of projected data used for projecting *natural flow* deliveries to diversions in the Teton River, Falls River, and Henrys Fork reaches downstream from Island Park.

This same principle applies to Teton River *natural flow* distribution when the *remaining natural flow* in the lower Teton River becomes zero. If the senior Teton River canals are diverting all the *natural flow* that arises in the Teton River, and zero *natural flow* is being passed to junior diversions downstream on the Henrys Fork or Snake River, the projected data for the Snake River and Henrys Fork reaches do not have any effect on the distribution of *natural flow* to diversions on the Teton River. Therefore, only one projected day of data is effectively being used to project the current day's *natural flow* deliveries to diversions on the Teton River when the *remaining natural flow* at the end of the Teton River becomes zero.

This principle also applies when the *remaining natural flow* becomes zero on the Snake River at Lorenzo or becomes zero at the lowest reach(es) of the Henrys Fork, or when the *remaining natural flow* becomes zero at the mouth of Falls River. However, these occurrences are much less frequent (and sometimes don't occur at all in most irrigation seasons) than the occurrence of the *remaining natural flow* becoming zero in the Snake River below Blackfoot and at the mouth of the Teton River. When the *remaining natural flow* in a reach becomes zero, the projected data used to compute the reach gain and *natural flow* distributed in downstream reaches no longer effects the distribution of *natural flow* in the reaches upstream of where the *remaining natural flow* becomes zero.

Chapter 8: DAILY ACCOUNTING OF STORAGE ACCRUAL AND DELIVERY

There are eight major irrigation reservoirs in Water District #1's water right accounting that store *natural flow* under their respective water right priorities totaling approximately 4.3 million acre-feet. The content of Lake Milner (approximately 37,000 acre-feet) is also included in the water right accounting, but water stored in Lake Milner is not allocated for irrigation because the primary purpose for Lake Milner is simply to raise the water surface elevation of the Snake River to provide water to diversions in the *Minidoka to Milner* reach.

8.1 Reservoir water rights, spaceholder contracts, and ownership

Like canal and pump diversions, each major reservoir in the Water District #1 system has its own set of water rights. Henrys Lake and Jackson Lake have multiple water rights that reflect expansions of reservoir capacities when the dams were reconstructed. Other reservoirs in the system have multiple water rights created in the Snake River Basin Adjudication recognizing historical delivery practices. These include delivery of the 1921-priority water right to a portion of the Island Park Reservoir space and the delivery to the *Winter Water Savings* space in American Falls and Palisades Reservoirs. *Table 16* lists the primary water right priorities and administered volumes for each irrigation reservoir in the water right accounting.

Table 16: Reservoir water rights and actively administered volumes in the water right accounting (not including refill storage water rights).

RESERVOIR	WATER RIGHT #	VOLUME (ac-ft)	PRIORITY DATE
JACKSON LAKE	1-4055	298,981	August 23, 1906
	1-10044	138,829	August 18, 1910
	1-10045	409,190	May 24, 1913
PALISADES	1-10043	259,600	March 29, 1921
	1-2068	940,400	July 28, 1939
	1-10401	157,000	June 6, 2002
AMERICAN FALLS	1-10042	156,830	March 29, 1921
	1-2064	1,515,760	March 30, 1921
LAKE WALCOTT	1-219	95,200	December 14, 1909
HENRYS LAKE	21-12946	79,350	May 15, 1917
	21-2161	10,650	July 29, 1965
ISLAND PARK	21-10560	45,000	March 29, 1921
	21-2156	90,000	March 14, 1935
GRASSY LAKE	21-4155	15,204	February 13, 1936
RIRIE	25-7004	80,500	June 16, 1969

The Henrys Lake water rights accrue storage for the North Fork Reservoir Company comprised of six Henrys Fork canals. All other water rights listed in *Table 16* are owned by the United States of America acting through the U.S. Bureau of Reclamation (USBR) with the irrigation storage used by reservoir spaceholders holding contracts with the United States. Grassy Lake and Island Park Reservoir storage contracts are held by Fremont-Madison Irrigation District which is comprised of canals and pumps diverting water from the Henrys Fork, Falls River, Teton River, and their tributaries. Ririe Reservoir's storage contract for 80,500 acre-feet is held by Mitigation Incorporated. The contract for the active storage held in Lake Walcott is held by Minidoka and Burley Irrigation Districts. The contracts for most of the remaining volumes in Jackson Lake, Palisades, and American Falls Reservoirs are held by diversions throughout Water District #1. The 157,000 acre-feet water right (1-10401) in Palisades Reservoir, commonly referred to as powerhead space, is used by the USBR when there is not sufficient water to satisfy flow augmentation requirements downstream from Milner Dam. Powerhead space and flow augmentation are discussed in *Chapter 11*.

In addition to the primary reservoir storage water rights listed in *Table 16*, Jackson and Palisades Reservoirs share refill water right 1-10621B that allows the two reservoirs to refill under an effective priority of May 1, 2014, up to 1,043,298 acre-feet of storage that was evacuated for flood control purposes and flowed past Milner Dam. Ririe Reservoir also has refill water right 25-14413B that allows Ririe Reservoir to refill up to 12,000 acre-feet under the same May 1, 2014, effective priority for storage evacuated for flood control that spilled past Milner Dam. All system reservoirs each have a water right to refill storage evacuated for any purpose during the annual fill period, but these rights are subordinated to all other water rights. The subordinated reservoir refill water rights are 1-10623 (Jackson Lake), 1-10621A (Palisades), 21-13193 (Henrys Lake), 21-21261 (Island Park), 21-13194 (Grassy Lake), 25-14413A (Ririe), 1-10620 (American Falls), and 1-10622 (Lake Walcott). Refill water rights are discussed further in *Section 8.13*.

Lake Milner has water right 1-10509 to store 24,400 acre-feet of water to raise the river level behind Milner Dam and allow for North Side and Twin Falls Canals' diversion of natural flow and storage water arising upstream. The Lake Milner water level is typically lowered towards the end of the irrigation season when this storage may be delivered to North Side or Twin Falls Canal or be released to flow past Milner Dam. The accrual and release of Lake Milner storage is contained within the ADDT'L STORED and STO PAST MILNER accounts in the water right accounting.

8.2 Natural flow distribution to reservoirs versus canals/pumps

There are two primary differences between on-stream reservoir storage water rights and water rights used to divert *natural flow* into canals or pumps for irrigation. Water rights for canals or pumps are usually limited to diverting their water rights only during the irrigation season from approximately April through October. The period of use for on-stream reservoir storage water rights extends through the entire year, January 1st through December 31st. A second difference is canal and pump water rights have their *natural flow* diversion limited by a flow rate (cfs), whereas the irrigation reservoirs in Water District #1 do not have flow rate limits and can accrue the entire *natural flow* in the reach available to the reservoir water right priority, up to the amount of *natural flow* in the reach containing the reservoir, not to exceed the reservoir's water right annual volume limit.

Water rights diverted by canals and pumps receive their *natural flow* from the same *natural flow* supply available to reservoir storage water rights. The *natural flow* supply is delivered to canals, pumps, and reservoirs according to priority date and any other water right limitations. During the irrigation season, a junior canal or pump water right cannot receive any *natural flow* until a senior reservoir storage water right has accrued the entire volume of *natural flow* allowed under the reservoir's annual volume limit. The only exception occurs when the junior diversion of *natural flow* does not interfere with the *natural flow* available to the senior reservoir water right. This could occur if the reservoir were on a different source than the junior diversion or if the junior diversion was located downstream from the reservoir and had access to additional natural flow that was not available to the upstream senior reservoir water right.

The quantity of *natural flow* available to reservoir storage water rights is determined by the water right accounting in the same manner as was used to determine the quantity available to diversions (described in the previous section titled *Remaining Natural Flow Calculation* in *Chapter 3* and illustrated in *Table 3*) whereby the available *natural flow* is distributed to the earliest priority water right when there is sufficient *remaining natural flow* in the reach containing the diversion. During the non-irrigation season when irrigation diversions are not occurring and only the unfilled storage water rights are receiving *natural flow*, all the *remaining natural flow* in the reach containing the in-priority reservoir is delivered to that reservoir's storage accrual until the reservoir's water right has reached its volume limit or until the *remaining natural flow* is insufficient to fill the reservoir's priority water right. When the amount of *natural flow* accrued to the reservoir's water right reaches the reservoir's water right volume limit, *natural flow* is no longer delivered to the filled water right, usually resulting in *natural flow* becoming available to a junior reservoir or diversion in another reach. This process continues in the water right accounting until all reservoir water rights have reached their volume limits or the storage water rights are out-of-priority, i.e., the quantity of *remaining natural flow* is insufficient to fill the reservoir water right priorities.

At the beginning of the irrigation season, it is common for *natural flow* to be delivered to canal and pump water rights at the same time *natural flow* is being delivered to unfilled reservoir water rights. For example, let's assume during the peak snowmelt runoff in June, the Palisades 1939 priority storage water right is the only unfilled storage water right in the system. The water right accounting computes the reach gain for each reach and the *total natural flow* available in the system. The accounting then distributes the *natural flow* according to diversion water rights and the amount of *remaining natural flow* available in the reach containing each diversion. In this example, it is assumed there is sufficient *natural flow* to deliver to all canal and pump water rights diverting water with priorities earlier than 1939 and there is *remaining natural flow* in *Reach S3* containing Palisades Reservoir. All the remaining natural flow available to the Palisades Reservoir 1939-priority water right in *Reach S3* would then be delivered to the storage water right since there is not a flow rate limitation on the reservoir until the water right has reached its volume limitation. Diversions with water right priorities junior to the 1939 priority would not be able to divert *natural flow* while the storage water right was accruing *natural flow* into its water right unless there were sufficient gains downstream to fill junior priorities in the lower reaches below Palisades Reservoir.

8.3 Determining new reservoir accrual from the daily accounting printout

The amount of *natural flow* accrued to each reservoir water right during the 24-hour period of the computed day of accounting (ACCRD CFS) is shown on the daily water right accounting output along with the cumulative total accrued storage (AF STORED) that includes new accrual for the year plus *carryover* from the previous year. Spaceholders sometimes incorrectly assume the percentage of space in the reservoir water right (AF RIGHT) that has been filled by the amount accrued to the water right (AF STORED) is the same percentage that will get allocated to each spaceholder if this were the *Day of Allocation*. This is an incorrect assumption if the AF STORED account holds any *carryover* from the previous year.

For example, if the water right accounting showed the PALISADES 1939 account (AF RIGHT) had 940,000 acre-feet of total space and had current fill of 470,000 acre-feet (AF STORED), it does not necessarily mean that every spaceholder in the PALISADES 1939 space would receive a 50% fill to their space. The individual Palisades spaceholder allocations could range from 0% to 100% depending on the portion of the 470,000 AF STORED is comprised of *carryover* from the previous year and the portion of new accrual during the current year. If any portion of the 470,000 AF STORED is comprised of *carryover*, spaceholders who had *carryover* from the previous year would have a greater percentage fill in their Palisades space than spaceholders that did not have any *carryover* from the previous year. If the entire amount of the 470,000 acre-feet AF STORED is *carryover* (i.e., no new accrual), only those Palisades spaceholders with *carryover* would receive a fill greater than zero percent. In both situations, the average fill for all PALISADES 1939 spaceholders would be 50% but it is possible that none of the individual spaceholders would have a fill of exactly 50%. Some would have more, and some would have less, depending on the quantity of *carryover* storage carried forward from the previous year.

This example does not apply in years when there is not sufficient storage physically held in the reservoir system to match the storage accrual (*paper fill*) in the water right accounting because of a deficit or *shortfall* created between the physical contents and *paper fill* resulting from storage spilled past Milner following flood control operations. In this scenario, according to the procedures created by the USBR, each spaceholder in a reservoir account that fails to fill because of flood-control operations shares in the deficit or *shortfall* created by those operations within that reservoir. All spaceholder allocations in the reservoir from where the water was spilled are reduced, and all spaceholders receive their proportional allocation according to the remaining available storage and their percentage of space contracted in the reservoir. This calculation is not performed by the water right accounting program because the daily water right accounting program does not determine from which reservoir account the storage originated that spilled past Milner, nor does it determine whether the storage spilled past Milner came from *carryover* held in the reservoir system the previous year or it came from storage that accrued to the reservoir account(s) in the current year. The determination is made by the USBR in conjunction with the Watermaster on the *Day of Allocation*.

An accurate estimation of the amounts to be allocated to spaceholders can only be computed using the AF RIGHT and AF STORED amounts shown on the daily water right accounting when the *carryover* in the AF STORED is subtracted from the total shown in the AF STORED account (yielding the new accrual in AF STORED), and then distributing the new accrual according to the contracted percentages to each spaceholder, and adding the spaceholder's *carryover* to it, assuming a deficit in physical contents was not created by spilling water from the system resulting from flood control operations. If a deficit of physical contents is created resulting from flood control operations, the estimation of the amounts to be allocated to spaceholders cannot be computed until the precise deficit is known on the day of maximum system reservoir contents following when Milner spill ceases.

8.4 Water right accrual (*paper fill*) vs. water physically stored in the reservoir

When there is *natural flow* available to any of the unfilled storage water rights (*Table 16)* in the water right accounting, all *natural flow* available to that water right is accrued to the reservoir storage account regardless of the amount of water physically released from the reservoir. For example, the reach gain in *Reach S1* physically flows into Jackson Reservoir and may be entirely accrued to the Jackson Lake water right when it is in priority. However, if the USBR has chosen to release the same amount of discharge through the dam that is coming into the reservoir, the physical contents of Jackson Lake remain steady and do not increase. The *natural flow* in the reach continues to accrue to the in-priority Jackson Lake storage water right in the water right accounting even though the Jackson Lake contents do not change.

This process of distributing the available *natural flow* in *Reach S1* to the Jackson Lake storage water right accrual is "*paper fill*" into the Jackson Lake storage right while the "*physical fill*" of the reservoir remains unchanged in this example. Often the water released from Jackson Lake (accrued to the Jackson Lake water right) is physically captured in the downstream reservoirs of either Palisades or American Falls Reservoirs. In this example, the daily *paper fill* for Jackson Lake will be greater than the daily *physical fill* in Jackson Lake, and the *paper fill* for the junior Palisades and American Falls storage water rights will be less than the *physical fill* of those two reservoirs as a result of the storage accrual being physically released from Jackson Lake and physically held in Palisades and/or American Falls Reservoirs.

Conversely, a junior upstream reservoir can physically capture storage water accruing as *paper fill* to a downstream senior reservoir's water right. For example, Ririe Reservoir often physically captures all water flowing into it during the winter period prior to the downstream senior American Falls Reservoir's storage right filling. The entire amount of water flowing into Ririe Reservoir is accrued to the unfilled American Falls Reservoir storage right even though the water is physically being stored in Ririe Reservoir. In this example, the physical contents of Ririe Reservoir increased but the *paper fill* to Ririe Reservoir's water right stayed the same. The American Falls Reservoir physical contents did not increase from the Willow Creek water captured by Ririe Reservoir, but the *paper fill* to the American Falls Reservoir water right increased by an equivalent amount of storage physically captured in Ririe Reservoir.

A common misconception is that *paper fill* represents imaginary water created by the water right accounting that does not physically exist. This misconception incorrectly equates the physical fill with the accrual to a reservoir water right. *Paper fill* is the amount of existing *natural flow* accrued to reservoir water rights as storage is physically being moved from reservoir to reservoir, storage is being diverted by canals and pumps, storage is being released out the end of the system past Milner Dam, and reservoir evaporation is occurring at the same time storage is accruing to a reservoir water right. The daily water right accounting program does not track: (1) where reservoir accrual is physically being held in the reservoir system; (2) which individual reservoir's accrual is diverted by canals and pumps; and (3) which individual reservoir's accrual is released past Milner Dam.

Daily *paper fill* is equal to the total *natural flow* that is accrued to reservoir water rights on a given day. The system's *paper fill* is equal to the system's *physical fill* if storage has not been delivered to diversions, storage has not been released past Milner Dam, and reservoir evaporation has not occurred. The reservoir system's *physical fill* becomes less than the *paper* fill when any of these things occur. *Physical fill* reflects the volume of water physically held in reservoirs after storage has been diverted by diversions, released from the system below Milner Dam, and evaporated from the reservoirs.

8.5 Reservoir operations and reservoir releases

The water right accounting does not determine how the reservoirs should be operated nor determine how much water should be physically stored or released from the reservoirs. The USBR considers factors such as flood control, erosion control, water quality, recreation, fisheries, contractual obligations, and water rights when making their operational decisions on the amount of water to be released from the reservoirs each day.

The amount accrued to a reservoir's *AF STORED* account in the water right accounting is not controlled by: (a) the amount of water physically flowing into the reservoir; (b) the amount of water physically being released from the reservoir; or (c) the change in the physical reservoir contents. The amount accrued to a reservoir's water right can be either greater or less than the physical change in reservoir contents when:

- *Natural flow* accruing to the reservoir water right is physically being captured in an upstream reservoir.
- The reservoir is physically releasing water to be held in a downstream reservoir at the same time the reservoir is accruing *natural flow* to its water right.
- Storage is being released from the reservoir for delivery to downstream diversions while the reservoir water right is accruing *natural flow*.
- Storage is being distributed to a diversion upstream from the reservoir while the reservoir water right is accruing *natural flow*.
- There are operational releases from a reservoir accruing *natural flow*, or operational releases from another reservoir upstream of the reservoir accruing *natural flow*.

It is not possible to determine the accrual to a reservoir water right solely by observing reservoir contents or the amount flowing into or out of a reservoir because changes in reservoir releases do not affect the cumulative *total natural flow* available in Water District #1, nor do reservoir releases change the amount of *natural flow* accrued to reservoir water rights. Reservoir releases and management only affect the physical location of stored water and whether accrued storage is released past the end of the system at Milner Dam.

8.6 Storage accrual affected by downstream reach losses

When *natural flow* is distributed to a reservoir's unfilled storage water right during the non-irrigation season, all *remaining natural flow* in the reach containing the reservoir is accrued to the reservoir's water right, leaving zero *remaining natural flow* at the end of the reach containing the reservoir. The exception to this rule occurs when a reach loss occurs downstream of the reservoir and the loss exceeds the gains (if any) between the reservoir and the end of the downstream reach with the loss, as previously discussed in *Section 3.11* of this manual. In this scenario, because there is insufficient *natural flow* to compensate for the loss below the reservoir, the accrual to the reservoir's water right on that day must be reduced by the minimum amount necessary to offset the downstream loss and result in a zero *remaining natural flow* at the end of the downstream losing reach. The most common example of this situation occurs when the Palisades Reservoir water right is accruing all the *natural flow* available in *the Alpine to Irwin (S3)* reach, and there is a large negative reach gain (loss) in the *Below Dry Bed to Lorenzo (S6)* reach downstream.

For example, assume the amount of *natural flow* available to the Palisades Reservoir water right on this day is 954 cfs (1,892 acre-feet) resulting in the *remaining natural flow* in the *Alpine to Irwin* reach being zero after the entire 954 cfs of *natural flow* is accrued to the Palisades storage right. Also assume there is 900 cfs of *stored flow* physically being released from Palisades Reservoir, the reach gain in the adjacent downstream *Irwin to Heise* reach is 325 cfs, and the reach gain in the next downstream *Blw Dry Bed to Lorenzo* reach is -425 cfs. In this situation, the *remaining natural flow* of 325 cfs at the end of the *Irwin to Heise* reach is not sufficient to completely offset the -425 cfs loss in the adjacent downstream *Blw Dry Bed to Lorenzo* reach. Therefore, 100 cfs of *natural flow* is delivered downstream from the *Alpine to Irwin* reach, increasing the *remaining natural flow* at the end of the two adjacent reaches by 100 cfs and completely offsetting the -425 cfs loss in the furthest downstream *Blw Dry Bed to Lorenzo* reach so that the *remaining natural flow* at the end of the *Blw Dry Bed to Lorenzo* reach becomes zero. As a result, instead of the Palisades Reservoir water right accruing the entire 954 cfs (1,892 acre-feet) of *natural flow* in the *Alpine to Irwin* reach, 854 cfs (1,694 acre-feet) of *remaining natural flow* is available and accrued to the reservoir water right while 100 cfs is delivered to the downstream reaches to offset the net loss downstream.

No adjustment is necessary to the accrual of *natural flow* to the reservoir water right if the *remaining natural flow* in the downstream reach is greater than zero. The maximum amount of adjusted reduction to the reservoir accrual is either limited by the amount necessary to raise the *remaining natural flow* in the downstream reach to zero or limited by the amount of *natural flow* available for accrual to the reservoir water right.

8.7 Storage delivery to tributaries without reservoirs

Storage deliveries to diversions that are upstream from reservoirs can be facilitated in the water right accounting through an exchange of natural flow diverted at the diversion by releasing storage from a downstream reservoir to replace the water diverted by the upstream diversion. This exchange process also allows for diversions on tributaries without reservoirs to divert storage water when their water rights are out-of-priority.

For example, Palisades Canal is located on Palisades Creek, a tributary that flows into the Snake River downstream from Palisades Dam. Palisades Canal has *natural flow* water rights and storage allocated to it, but there is not a reservoir on Palisades Creek upstream from the canal so storage water cannot be "physically" diverted by Palisades Canal. However, when Palisades Canal diverts water out-of-priority, the water right accounting will show the canal diverting storage water. Physically, the canal is diverting *natural flow* out of Palisades Creek. On paper, in the water right accounting, the canal is diverting storage water out of the *Irwin to Heise (S4)* reach.

The exchange process is facilitated in the water right accounting when the storage diverted by Palisades Canal is physically released into the *Irwin to Heise* (*S4*) reach by Palisades Reservoir to replace the *natural flow* that was physically diverted by the out-of-priority diversion on Palisades Creek. The physical diversion of *natural flow* on Palisades Creek will not affect the *natural flow* supply to Snake River diversions downstream from the confluence of Palisades Creek because the *natural flow* physically diverted by Palisades Canal was physically exchanged with Palisades Canal storage released from Palisades Reservoir into *Reach S4*.

The exchange of *natural flow* diverted on a tributary (for storage released from a downstream reservoir) can only be accommodated when there is sufficient water physically in the tributary to provide for *natural flow* water rights that are in-priority on the tributary. There also must be sufficient storage physically stored in the reservoir so it can be released to prevent the river channel from going dry to accommodate the exchange of *natural flow* with the storage so as not to interfere with deliveries to other *natural flow* water rights on the river downstream from the tributary diversion.

8.8 Moving storage from downstream reservoirs to upstream reservoirs

During the irrigation season when the reservoirs' water rights are out-of-priority but a reservoir in the system is physically capturing *natural flow* and increasing its physical contents, an equivalent amount of storage must be physically released from a downstream reservoir to replace the *natural flow* captured by the out-of-priority upstream reservoir. The *natural flow* physically captured by the out-of-priority upstream reservoir belongs to a downstream senior water right diversion in this scenario. If the senior water right diversion is downstream from another reservoir, and the downstream reservoir releases previously stored water to replace the *natural flow* captured by the out-of-priority upstream reservoir, no interference to the delivery of *natural flow* to the downstream senior water right diversion occurs.

For example, it is common for Palisades Reservoir physical contents to continue to increase while the American Falls Reservoir contents decrease by a greater amount during the early irrigation season after the 1939 and 1921 priorities have been cut. Palisades Reservoir is physically capturing *natural flow* while its water right is out-of-priority, and an equivalent amount of previously stored water in American Falls Reservoir is released to replace the *natural flow* captured by Palisades Reservoir that is delivered to in-priority water rights downstream from American Falls Reservoir. By replacing water physically captured in Palisades Reservoir with water physically released from American Falls Reservoir, the effect is that spaceholder storage previously (physically) stored in the downstream American Falls Reservoir is being moved upstream to be physically stored in Palisades Reservoir as this exchange of *natural flow* for storage released from American Falls Reservoir is occurring.

This process of physically capturing *natural flow* out-of-priority in upstream reservoirs and exchanging it with previously stored water released from out-of-priority downstream reservoirs provides for the movement of system storage to reservoirs higher in the system, maximizing the ability of the reservoir system to capture additional water when the reservoirs' water rights come back into priority. This process only changes the physical location of the previously stored water from one reservoir to another reservoir and does not change the accrual or *carryover* stored "on paper" in the water right accounting.

For example, if storage accrued into the American Falls water right (and initially physically stored in American Falls) is exchanged for water captured out-of-priority in Palisades Reservoir later in the irrigation season, the exchanged water physically residing in Palisades Reservoir now becomes American Falls allocated storage, and if unused by the end of the irrigation year, will be American Falls *carryover* physically held in Palisades Reservoir.

8.9 Storage past Milner and Milner Spill

When the ***actual flow*** below Milner Dam exceeds the ***remaining natural flow*** at the end of the *Minidoka to Milner (S16)* reach in the water right accounting, stored water is passing Milner Dam. Stored water is defined as previous *natural flow* that accrued to one of the reservoir storage water rights or to the refill storage accounts during a day of water right accounting. A positive value listed in the daily water right accounting under the STORED FLOW column for the *Minidoka to Milner (S16)* reach is the amount of stored water released from the reservoir system passing Milner Dam on this day of accounting. The cumulative amount of stored water released past Milner Dam (up through the current day of accounting) is listed in the water right accounting under the heading of STO PAST MILNER (acre-feet). The water right accounting determines the amount of stored water passing Milner Dam but it does not segregate the storage being "spilled" past Milner Dam from the storage delivered past Milner Dam for Idaho Power or flow augmentation. Also, when storage is passing Milner Dam, the water right accounting does not determine which specific individual storage account the spilled storage originated. The water right accounting merely indicates accrued storage from one or more storage accounts is being released from the system past Milner Dam when the value STO PAST MILNER increases from the previous day of accounting.

"*Milner spill*" occurs when water is being released past Milner Dam because of reservoir management operations used to evacuate water from the system (e.g. flood control) or because the lower reservoirs in the system cannot physically capture additional water when they are physically full to capacity and the reservoir inflows are exceeding the irrigation demands downstream, resulting in water passing Milner Dam that is not being delivered from the Idaho Power or flow augmentation storage/rental allocations. *Milner spill* may be comprised of both previously stored water (STORED FLOW) and *remaining natural flow* at the end of *Reach S16* (*Minidoka to Milner*).

8.10 Milner Spill determination

When there is available empty space in Lake Milner, Lake Walcott, or American Falls to capture inflows coming into those reservoirs, previously stored water should not be flowing out the end of the system past Milner Dam except for the following reasons:

- Flow augmentation storage is being released past Milner Dam;
- Idaho Power storage is being released past Milner Dam;
- Idaho Water Resource Board storage is being released past Milner Dam; or
- USBR reservoir operations require storage to be evacuated for flood control or other operational purposes.
- Natural flow delivered to the Minidoka hydropower water right is not being diverted by diversions in the Minidoka to Milner Reach or captured in Lake Milner.

The water spilled past Milner Dam consists of *natural flow* and/or *stored flow* in the water right accounting. *Milner spill* ceases on the day when the lower reservoirs are physically able to capture all water flowing into them and when the USBR ceases releasing storage past Milner Dam for flood control or other operational purposes. Simply observing the *actual flow* below Milner Dam is often not sufficient to determine when *Milner spill* ceases because either Idaho Power or the USBR storage delivery for flow augmentation could be occurring at any time.

When the *remaining natural flow* at the end of *Reach S16* (*Minidoka to Milner)* is less than the *actual flow*, some or all the *remaining natural flow* is physically being stored in upstream reservoirs. When the *actual flow* is greater than the *stored flow* at the end of the reach, *natural flow* is being released out the end of the system past Milner Dam. Water released past Milner Dam is no longer available for usage by diversions above Milner Dam.

Based on the Idaho State Water Plan policy of zero flow at Milner Dam and the historical delivery practices of Water District #1, there isn't any *natural flow* delivery to water rights below Milner Dam. This includes hydropower water rights at and below Milner Dam that are subordinate to all other upstream uses including reservoir storage. Delivery of *natural flow* to these hydropower water rights result in release of water below Milner Dam and therefore the hydropower water rights at or below Milner Dam can only generate electricity when:

- Using the uncapturable water flowing past Milner Dam;
- Using water delivered below Milner Dam for flow augmentation rental;
- Delivery from Idaho Power's storage allocation and rental; or
- Idaho Water Resource Board storage used below Milner.

8.11 Flow augmentation, Idaho Power, and IWRB storage delivery

Storage volumes that have been allocated for USBR flow augmentation, Idaho Power hydropower generation, or the Idaho Water Resource Board (IWRB) can be released at any time past Milner as requested by the USBR, Idaho Power, or IWRB. The USBR and Idaho Power generally wait until after *Milner spill* has ceased to begin releasing their storage allocations below Milner Dam to maximize their efficiencies, but it is possible the USBR, Idaho Power, or IWRB could call for their storage allocations to be released prior to, or during, the time water is spilling past Milner Dam.

In some years, the USBR or Idaho Power have requested their storage allocations be released immediately following *Milner spill* to maintain a constant, uninterrupted discharge flowing past Milner Dam. Under these circumstances, it is not possible to determine when *Milner spill* ceases and when storage delivery past Milner Dam begins by solely observing the daily discharge flowing past Milner Dam. To determine the date *Milner spill* ceases, the Watermaster must calculate the last day water would have spilled past Milner Dam if it had not been for any additional releases of USBR and Idaho Power storage allocations.

When *Milner spill* has ceased and storage delivery to Idaho Power or flow augmentation has begun, 100% of the water released past Milner Dam is deducted from either Idaho Power's storage allocation or from the storage allocated for flow augmentation. Any *remaining natural flow* at the end of Reach S16 (*Minidoka to Milner)* when delivery to Idaho Power or flow augmentation is occurring is included in the total volume to be delivered for those purposes.

8.12 The practice of cancelling storage usage

Storage diverted by canals prior to *Milner spill* ceasing has been "*cancelled*" and not deducted from the canals' storage allocations. The premise for this procedure is that if the canal had not diverted the storage, it would have increased the amount of spill past Milner Dam by an amount equivalent to the amount of storage used by the canal, and therefore would not have affected the eventual storage allocations or the maximum physical contents of the reservoir system.

There can be situations in which storage usage would not have decreased the spill past Milner, and therefore would have affected the reservoir physical contents and allocations to other spaceholders. In these situations, the storage usage by a canal would not be *cancelled* and would be deducted from the water users' storage allocations.

Cancellation of storage usage after *Milner spill* ends can also occur. This happens when the amount of physical storage in the reservoir system equals or exceeds the amount necessary to fill all storage accounts. For example, if *Milner spill* ceased on May 12th, but the reservoir system is physically full June 24th, all storage usage that occurred prior to June 24th can be *cancelled* and every spaceholder can be given a full allocation. In this situation, allocations to spaceholders who did not use any storage prior to June 24th are not affected from cancelling of storage used by other spaceholders prior to June 24th.

8.13 Storage refill water rights

The Snake River Basin Adjudication (SRBA) issued decreed storage rights to the eight major irrigation reservoirs in Water District #1 giving those reservoirs the right to "refill" their water right volumes that had been previously satisfied within a single annual period. Refill has always been occurring each year in the water right accounting but was previously referred to as undefined, unaccounted, or unallocated storage accrual. *Unaccounted storage* or *refill storage* accumulates in the system when the ***remaining natural flow*** at the end of *Reach S16* (*Minidoka to Milner)* exceeds the amount of ***actual flow*** passing Milner Dam in a day of water right accounting.

When remaining (unused) natural flow at the end of the system hasn't been diverted or accrued to an upstream water right and doesn't flow past Milner Dam, it physically has been captured in upstream reservoirs. The refill water rights decreed in the SRBA gave reservoir water rights the right to accrue additional volumes of water after the satisfaction of their original licensed or decreed water right volumes. In other words, reservoir volumes are allowed to refill multiple times during the same annual period after their senior reservoir water right volumes have been satisfied.

There are two types of refill water rights: ***Refill 1*** and ***Refill 2*** water rights. ***Refill 1*** water rights are subordinate to all other water rights and allow for the capture of refill storage resulting from having empty space physically available in reservoirs when natural flow exceeds the demand by all other water rights and the reservoir's senior water right volumes have been satisfied. ***Refill 2*** water rights have an effective priority date of 5/1/2014 and are exclusive to accruals to Jackson Lake, Palisades, and Ririe Reservoirs that sometimes must refill their previously accrued storage released from those reservoirs for flood control that spilled past Milner Dam.

The USBR must make a call to the Watermaster to begin delivery of the Jackson Lake, Palisades and/or Ririe Reservoir *Refill 2* water rights after 1) flood-control releases have ceased; 2) water is no longer spilling past Milner; and 3) after the senior water rights of the reservoir have been satisfied. The volume limit for the Jackson/Palisades shared *Refill 2* water right 1-10621B is set equal to the combined empty physical space residing in Jackson Lake and Palisades Reservoirs when the delivery to water right 1-10621B is requested by the USBR. This is the volume of accrual for which water rights junior to the 5/1/2014 priority may be curtailed as the reservoir *Refill 2* space is refilling. The volume limit for the Ririe *Refill 2* water right 25-14413B is set equal to the empty physical space residing in Ririe Reservoir at the time the call is made for delivery to Ririe Reservoir space after the senior Ririe Reservoir water right volume has been satisfied and space has been evacuated from the reservoir for flood control.

If additional flood-control releases from these reservoirs are necessary after the initial call for delivery to the *Refill 2* water rights has been made, resulting in resumption of *Milner Spill*, the initial call for the *Refill 2* water right is suspended. The refilling of the evacuated flood control space may resume under the Refill 2 water right after *Milner Spill* ceases and a call for the delivery of the Refill 2 water rights is again requested. Volumes for the *Refill 2* water rights are reset to the current empty physical space in Jackson, Palisades, or Ririe Reservoirs after *Milner Spill* ceases and a new call is made to resume refilling the empty space using the *Refill 2* water rights.

The amount that accrues to the *Refill 2* volume each day may not necessarily be equal to the physical volume of water physically captured in the *Refill 2* reservoirs. The *Refill 2* accrual may be physically released from the reservoirs for storage delivery to downstream diversions or may be released to be physically stored in downstream reservoirs. The *Refill 2* accrual evacuated for delivery to downstream storage diversions or physically held in downstream reservoirs without spilling past Milner is not available to be refilled a second time under the *Refill 2* water right priority. The *Refill 2* water right volume may be refilled multiple times during an annual period only if, after the initial call for delivery of the Refill 2 water right, additional water is evacuated from the reservoir for flood control and is spilled past Milner Dam.

The *Refill 1* water rights apply to all irrigation reservoirs in the system. The *Refill 2* water rights solely apply to Jackson Lake, Palisades, and Ririe Reservoirs. There isn't any need to call for the delivery of the *Refill 1* water rights. When the remaining natural flow is greater than the actual flow at Milner, the difference between the two values is the amount of natural flow stored in the reservoir system that accrued to the *Refill 1* storage account. There is only one Refill 1 storage account for all the system reservoirs in the water right accounting, and the water right accounting does not identify which individual reservoir physically stored the *Refill 1* storage. *Refill 1* storage accrual that does not spill past Milner Dam becomes available for distribution.

8.14 Distribution and allocation of refill storage

As stated in the previous section, when remaining (unused) natural flow at the end of the system hasn't been diverted or accrued to an upstream water right and doesn't flow past Milner Dam, it physically has been captured in reservoirs upstream from Milner Dam. *Refill 2* accrual captured in the reservoir system is allocated to Jackson, Palisades, and/or Ririe Reservoir water rights. ADDT'L STORED storage, including any *Refill 1* accrual captured in the reservoir system is first allocated to offset the physical storage captured and held in Lake Milner. The amount commonly held in Lake Milner during the irrigation season is approximately 37,000 acre-feet.

If ADDT'L STORED storage captured in the reservoir system exceeds the amount of storage set aside for the Lake Milner contents in the water right accounting, the remaining *Refill 1* storage is distributed on the *Day of Allocation* (Chapter 9.1). The distribution and allocation of *Refill 1* storage is usually distributed in the following sequence but can vary depending on the circumstances each year:

- Offsets storage spilled past Milner.
- Added to unfilled reservoir accounts.
- Cancels previously diverted storage.

If the quantity of available *Refill 1* storage is not sufficient to completely offset the storage spilled past Milner, the *Refill 1* storage would be insufficient for adding any Refill 1 storage to reservoir accounts or using it for canceling previously used storage.

In years when ADDT'L STORED storage is sufficient to completely offset storage held in Lake Milner in addition to offsetting all the storage spilled past Milner Dam, any additional *Refill 1* storage captured in the system may be distributed to unfilled reservoir storage rights. If the American Falls Reservoir storage water right accrual has not reached 100% fill, the *Refill 1* storage is added to the accrual in the American Falls Reservoir storage water right (not to exceed 100% of the water right volume). If the amount of available *Refill 1* storage exceeds the amount needed for 100% accrual fill to the American Falls Reservoir water right, the remaining *Refill 1* storage is allocated to upstream reservoirs.

For example, if Island Park Reservoir had been physically storing water accruing to the American Falls storage right during the non-irrigation season, and the reach gains below Island Park were sufficient to accumulate enough *Refill 1* storage to physically fill American Falls Reservoir and all other reservoirs were physically full, Island Park spaceholders could get allocated enough *Refill 1* storage to match the physical contents held in Island Park Reservoir because it could be assumed, without Island Park Reservoir physically capturing storage accruing to the American Falls water right, the *Refill 1* storage that was physically captured in American Falls Reservoir would have otherwise spilled past Milner Dam.

Another example of distributing *Refill 1* storage to upstream reservoirs occurs when Jackson, Palisades, and/or Ririe Reservoirs physically hold carryover from those reservoirs or other reservoirs that is later released for flood control and spilled past Milner Dam. Carryover spilled past Milner Dam can be refilled using the water accruing to the *Refill 1* and *Refill 2* water rights. The refill water rights reduce the likelihood that allocations to reservoir spaceholders will need to be reduced after storage previously accrued to the reservoir water rights is spilled past Milner Dam.

If there are multiple reservoir storage water rights upstream from American Falls Reservoir that didn't receive 100% accrual fill to their water rights, and the available *Refill 1* storage is insufficient to fill all remaining upstream reservoir water rights when *Refill 1* storage is added to the storage accrued to the reservoirs' senior water rights, limiting factors to be considered when distributing the *Refill 1* storage may include the physical contents of the reservoirs or the basin water yields that occurred upstream of the reservoirs. For example, the *Refill 1* storage may be distributed proportionally to the water yield of the basin upstream of each reservoir, not to exceed the physical contents of the reservoir after the *Refill 1* storage is added to the reservoir's senior water right(s) accrual.

If there is enough *Refill 1* storage captured in the reservoir system to offset all the storage spilled past Milner Dam and increase the accrual to 100% fill for all reservoir storage rights, any remaining *Refill 1* storage physically residing in the system can be used to cancel previously used storage. For example, if the reservoir system was physically full three weeks after *Milner Spill* ceased, and there had been 2,000 acre-feet of storage usage by diversions between when Milner Spill ceased and three weeks later when the reservoir system was physically full, the amount of *Refill 1* storage held in the reservoir system would be sufficient to allocate 100% fill to all spaceholders and cancel the 2,000 acre-feet of system storage usage without subtracting the storage usage from full spaceholder storage allocations.

8.15 Late-season fill, length of storage season, reservoir water right volume limits and reset date for annual reservoir water right accrual

The water right accounting year is defined as beginning on December 1st and ending on November 30th. Towards the end of the accounting year in September, October, and November, senior irrigation diversion demand for *natural flow* significantly declines resulting in some of the *total natural flow* becoming available to reservoir water right priorities before the end of the accounting year. Diversion of storage allocations during the accounting year have been limited to the volumes allocated to spaceholders on the *Day of Allocation* usually occurring sometime in May, June, or July when reservoir system contents and storage water right accruals reached their maximums. Accruals of *natural flow* to the reservoir water rights in the last few weeks or months of the accounting year prior December 1st are not added to the individual spaceholder allocations issued earlier in the irrigation season. Instead, this new storage accrual becomes the first storage accrued to the reservoir water right volumes to be allocated in the following irrigation season. This storage accrual in the last few weeks or months of the accounting year has been called *late-season reservoir fill*. *Late-season reservoir fill* can occur anytime between September 15th and the end of the accounting year when reservoir storage water rights are *in priority*.

The earliest date *late-season fill* is allowed to begin accruing to reservoir water rights in the water right accounting has been called the "*reset date*" for reservoir water right accrual. Resetting of reservoir accrual volumes that previously may have reached (or were close to reaching) their annual water right volume limits on the *Day of Allocation* earlier in the irrigation season allows these previously filled reservoir water rights to begin accruing additional *natural flow* when it is available to reservoir priorities in September, October, and November and is included in the following accounting year's storage allocations.

Milner Irrigation District challenged the use of the *reset date* in the water right accounting during the 2017 season because the period of use for the reservoir water rights was January 1st to December 31st and the resetting of annual reservoir volumes was not described in the decreed water rights. Following many discussions, the Director of the Department of Water Resources issued an interlocutory order on June 1, 2018, *in the Matter of the Petition Regarding Storage Reset in Water District 01 Filed by Milner Irrigation District* instructing the Watermaster to reset the storage accounting beginning September 15, 2018, and limiting the rate of accrual to the Lake Walcott water right to 2,500 cfs from September 15th until October 15th.

In the following year, the Director issued a new interlocutory order on September 11, 2019, instructing the Water District 01 watermaster to change the previous year's reset date for the storage accounting from September 15th to October 1st. The order excluded a flow-rate limit for accrual to the Lake Walcott water right. The 2019 interlocutory order was issued for only the 2019 calendar year until the Snake River Basin Adjudication Court permanently resolved the issue.

On February 28, 2020, the Snake River Basin Adjudication Court issued its 2nd Amended Partial Decree for the Lake Walcott water right 1-219 limiting the diversion rate to 2,500 cfs from September 15th through and including October 15th. In addition, water right 1-219 and all other reservoir storage rights above Milner were also amended by the Court to contain a provision setting the storage accrual annual period for the water right accounting in the Upper Snake River Basin to begin, or be reset, each year on September 15th. The water right accounting was amended accordingly.

Chapter 9: STORAGE ALLOCATIONS AND CARRYOVER DISTRIBUTION USING STORAGE REPORT

The first eight chapters of this manual concentrated on the calculation and distribution of system *natural flow* distributed to water rights in addition to the accounting for storage deliveries to diversions each day as computed in the **daily water right accounting program**. Chapter 9 discusses how the storage accrued in the daily water right accounting is eventually allocated to reservoir spaceholders and how the storage *carryover* at the end of the irrigation year for each spaceholder is determined using a separate computer program called the **Storage Report**.

The formulas for distributing storage to spaceholders and how storage is to be evacuated from the various reservoir accounts were formulated by the U.S. Bureau of Reclamation (USBR). As a matter of convenience so that the two agencies wouldn't need to pass information back and forth several times during the irrigation year, Water District #1 has been calculating the storage distribution to spaceholders based on methodologies provided by the USBR in the Storage Report computer program developed by both agencies. The Storage Report is a summary of:

- Storage, evaporation loss, and *Blw Blackfoot-to-Nr Blackfoot* reach loss allocated to each reservoir storage account.
- Reservoir space and storage allocation assigned to each diversion.
- Storage used, rental pool, and other adjustments to diversion storage allocations.
- Total *carryover* for each diversion after storage usage and other adjustments have been applied.
- *Carryover* in each reservoir account for each diversion on November 31st (last day of accounting year).
- Summed storage carryover for all diversions and late-season fill segregated into individual reservoir accounts.

9.1 Day of Allocation – Distribution of accrued storage to spaceholders

The *Day of Allocation* occurs on the day when the reservoir fill available for spaceholders' allocations has reached its maximum. Three things must occur prior to the *Day of Allocation*. When all three things have occurred, the maximum storage allocations available for spaceholders to use during the irrigation season can be determined.

1) *Milner spill* ceases following the peak runoff.
2) The maximum reservoir system physical contents for the irrigation season have occurred.
3) The last day of accrual to unfilled reservoir water rights following the peak runoff has occurred in the daily water right accounting.

The Watermaster has not historically issued storage allocations to spaceholders prior to the *Day of Allocation* because of the potential adjustments that would be required each day as new amounts of storage accrual (including *refill storage* accrual) and additional storage spilled past Milner occurred. When storage is being spilled past Milner, the Watermaster is not certain whether the spill will result in an eventual reduction to the amounts of storage accrued to the various reservoir accounts in the water right accounting because all the reservoir space evacuated resulting from the spill could refill prior to the *Day of Allocation*. Only when the reservoir system contents reach its maximum system volume, and all spill and reservoir accrual has ceased, can the Watermaster become certain of the amount of storage available to be allocated to reservoir storage accounts.

If there isn't any *Milner spill*, reductions to the storage accrual (a.k.a. *paper fill*) are not necessary but issuing new storage allocations to spaceholders each day as new storage is accruing to reservoir accounts is time consuming and has not been the historical practice of Water District #1. The idea that the computerized accounting be automated to calculate and revise the storage allocations each day for each diversion immediately following when *Milner spill* ceases has been proposed in the past, but the idea has not been implemented for the following reasons:

- Increased complexity in computer programming.
- Uncertainty in real-time as to whether *Milner spill* has ceased during the peak runoff.
- Limited time and budget available to spend on calculating multiple preliminary storage allocations versus more efficient time spent on other water distribution responsibilities during reservoir filling.
- USBR would need to identify from which reservoir storage account(s) spill past Milner came from in real-time rather than waiting until after the reservoir system has reached its maximum contents.
- *Natural flow* water rights are usually in-priority and very little storage is used by diversions prior to the day of maximum contents. Therefore, waiting until the day of maximum contents to allocate storage to spaceholders generally does not create hardships for spaceholders.

9.2 Reductions to storage allocations attributed to flood control and other reservoir operations

When storage accrued to reservoir storage accounts in the water right accounting is spilled past Milner, and the *refill storage* captured after the storage has been spilled is less than the spilled amount, spaceholder allocations must be reduced from the amount accrued (*paper fill*) in the water right accounting before being allocated to spaceholders. Otherwise, the unreduced allocation would result in more storage allocated to spaceholders than was physically captured in the reservoir system (not spilled past Milner).

The amount of reduction is often referred to as the "shortfall" of failing to fill the reservoir space that was evacuated and spilled out the end of the system. Each year is unique and the reasons for failure to fill storage spilled out the end of the system must be evaluated **after** the reservoir system reaches its maximum physical contents and **before** reductions are made to reservoir storage accounts. Typically, shortfalls result from evacuating storage from Palisades and Jackson Reservoirs for flood control but shortfalls could also occur for reasons such as reservoir gate maintenance, dam safety concerns, erosion control, or other types of reservoir management operations and decisions.

When the USBR has identified the reason for the shortfall (i.e., the difference between actual reservoir system contents and the reservoir accrual or *paper fill* in the water right accounting caused by storage spilled past Milner), the accrual in the appropriate storage accounts is reduced by the shortfall amount and then allocated to spaceholders. In most years when the failure to fill the reservoir system is attributed solely to the Palisades and Jackson Reservoir flood control operations, the shortfall is split 75% to Palisades spaceholder allocations and 25% to Jackson spaceholder allocations. These percentages are based on the proportionate share of flood control space generally required from the two reservoirs during flood control operations. However, these percentages could vary depending on the reasons, timing, and amounts of storage physically evacuated from each of those two reservoirs.

When a reservoir storage account fills but its allocation is reduced because of flood control or some other reservoir operation, every contracted spaceholder in that reservoir receives the same percentage storage allocation regardless of the amount of *carryover* held by the spaceholder at the end of the previous irrigation year. This reduction method is based on the USBR procedures described in the spaceholder contracts.

9.3 Estimation and distribution of preliminary storage evaporation losses

Chapter 2 described the process for calculating daily reservoir evaporation losses **added** into the daily reach gain equation used to compute *natural flow* that would exist without the effects of reservoirs. Reservoir storage spaceholders are responsible for the additional water evaporation losses created by the reservoirs. Reservoir evaporation losses are therefore **subtracted** from the reservoir accrual to compute the physical amount of storage water available to be used by spaceholders during the irrigation year.

At the end of the irrigation year, the daily water right accounting has computed all the evaporation losses that must be subtracted from the amount accrued to reservoir storage accounts to determine the amount of storage that physically was available to canals and pumps. However, when the *Day of Allocation* arrives towards the start of the irrigation season, evaporation losses that will occur for the remainder of the irrigation year have not yet been calculated and must be estimated by the Watermaster before he can publish storage allocations to spaceholders. The cumulative daily reservoir evaporation loss through October 31st is subtracted from the total reservoir fill so only the physical volume of storage available for use by spaceholders during the irrigation season is allocated to them.

System evaporation totals are dependent upon the weather and the water surface areas of the reservoirs in the system. Hot, dry, windy weather leads to higher amounts of evaporation compared to cold, wet weather. Water surface areas of full reservoirs create more evaporation than the smaller water surface areas of empty reservoirs. The process of estimating evaporation that will occur after the *Day of Allocation* usually involves a comparison of years that had similar reservoir contents on the same date as the current year's *Day of Allocation*. Additional criteria can also be evaluated such as weather conditions, *natural flow* supply, and any other factors that may impact reservoir evaporation over the course of the year.

When estimating the reservoir evaporation loss that will occur between the *Day of Allocation* and the end of the irrigation season, the three most critical reservoirs to evaluate are Palisades, Island Park, and Ririe Reservoirs. The contents of these reservoirs can vary greatly, resulting in varying amounts of reservoir evaporation loss from year to year. Evaporation calculated from Lake Walcott and American Falls tends to be very consistent from year to year. Lake Walcott remains nearly full for the entire season to facilitate water delivery to the Minidoka Canals. American Falls Reservoir evaporation is calculated for only 8,000 acres of water surface area during most, or all, of the days in the irrigation season, as explained in *Chapter 2*. Evaporation calculated for American Falls and Lake Walcott Reservoirs remains fairly constant from year to year due to the consistent amount of water surface area used to compute evaporation for these two reservoirs in the water right accounting. Reservoir evaporation from Jackson Lake, Henrys Lake, Grassy Lake, and Lake Milner is not measured in the daily water right accounting (as described *in Chapter 2*), so the water surface areas of those reservoirs are not a factor when estimating annual system reservoir evaporation to be subtracted from spaceholder fill.

For example, assume the *Day of Allocation* is June 24th with reservoir system contents of 3.94 million acre-feet, and there are five historical years with reservoir system contents of approximately 3.9 million acre-feet on June 24th. It is likely the evaporation from June 24th to October 31st will be similar to one or more of those five years but additional criteria would need to be evaluated to arrive at the best estimate. Further assume the evaporation measured by the daily water right accounting from June 24th to October 31st for the five historical years with reservoir system contents of approximately 3.9 million acre-feet on June 24th were 68387, 67694, 72141, 73029, and 73135 acre-feet. If we knew that in the year with 68,387 acre-feet of evaporation Palisades Reservoir contents were much lower as compared to the current year, that historical year would likely underestimate the total system evaporation expected to occur from June 24th to October 31st in the current year. Similarly, if we knew the year with 67,694 acre-feet of evaporation had extremely wet and cool weather, and we were expecting a season with average temperature and precipitation, that historical year would likely also underestimate the total system evaporation to occur from June 24th to October 31st. Therefore, a reasonable estimate of evaporation occurring between June 24th and October 31st assuming average temperatures and precipitation would likely be close to the average of the other three years, or approximately 73,000 acre-feet.

Reservoir evaporation losses are deducted from reservoir fill in the Storage Report and do not include any daily reservoir evaporation occurring prior to *Milner spill* ceasing. Evaporation losses occurring prior to *Milner spill* ceasing are canceled and are not deducted from spaceholder storage allocations for the same reason storage usage is *cancelled* prior to *Milner spill* ceasing. It is assumed reservoir evaporation losses prior to *Milner spill* ceasing merely result in reducing the amount of storage that otherwise would have spilled past Milner Dam and would not have affected the storage accrual allocated to spaceholders.

After a volume of evaporation occurring between the *Day of Allocation* and October 31st has been estimated, this estimate is added to the reservoir system evaporation calculated by the daily water right accounting program for the period between the day *Milner spill* ceases and the *Day of Allocation*. The system evaporation total is then prorated to the various reservoir accounts according to the fill to be allocated to each account. For example, if Jackson Lake received 23.5% of the total system reservoir fill to be allocated to Jackson Lake spaceholders, the Jackson Lake allocation receives 23.5% of the reservoir's system evaporation losses deducted from its storage accrual.

There have been various methodologies used by Water District #1 in the past to prorate the reservoir system evaporation losses to spaceholders. The current process was developed as a result of physically storing water in reservoirs other than the ones which the storage has accrued. For example, in drought years, most of the water physically residing in Island Park and Ririe Reservoirs may be allocated to American Falls spaceholders. The evaporation losses in Island Park and Ririe Reservoirs in this situation are not resulting from the fill to Island Park and Ririe Reservoir water rights but are attributable to the American Falls storage physically held in those two other reservoirs. Also, evaporation losses from Jackson Lake, Henrys Lake, and Grassy Lake are not calculated in the daily water right accounting, however, the spaceholders in those reservoirs share in the evaporation losses because the water allocated to those reservoirs may be physically held in other reservoirs for which evaporation is calculated. A resolution adopted by Water District #1 titled *EVAPORATION LOSSES FROM RESERVOIRS WITHIN WATER DISTRICT 1* reflects the current methodology used to distribute reservoir system evaporation losses to all system spaceholders.

9.4 Allocation of reservoir storage fill to spaceholders

After all the following items have occurred, all information required for the Storage Report is complete and preliminary storage allocations can be computed and issued to spaceholders:

1) The *Day of Allocation* has arrived;
2) *Refill storage* has been distributed;
3) Reductions have been applied to the AF STORED values for any shortfalls due to spilling storage past Milner; and
4) The seasonal reservoir system evaporation (Section 9.3) and *Nr Blackfoot-to-Blw Blackfoot reach* losses (Section 10.1) have been estimated.

The reservoir water right accrual or fill (AF STORED plus any *refill storage* minus any reductions for *Milner spill*) entered into the Storage Report is reduced by its pro-rata share of evaporation and *Blw Blackfoot-to-Nr Blackfoot* reach losses to determine the *storage yield* allocated to each reservoir's storage water right. The computerized Storage Report segregates the reservoir's new accrual from the previous year's *carryover* and prorates the new accrual to reservoir spaceholders according to the space each spaceholder holds in each reservoir storage account. The computer program uses an iterative process where the pro-rata portion of new accrual is added to each spaceholder's *carryover* in their storage space. If the new accrual plus *carryover* exceeds 100% of the spaceholder's space, the spaceholder's new fill is reduced so the amount of new fill plus *carryover* equals 100% of the spaceholder's space. If it is not necessary to reduce a spaceholder's fill to 100%, then the process to distribute the entire new accrual to reservoir spaceholders is complete. If it is necessary to reduce one or more spaceholder's pro-rata fill because the initial summed amount exceeds 100% of their space, the amount exceeding 100% is redistributed to all remaining spaceholders with unfilled space. This iterative process continues until all the new reservoir accrual has been distributed to spaceholders and no spaceholder receives a total fill and *carryover* in their space greater than 100%.

After the iterative process used to distribute new accrual is complete, the percentage of evaporation and Blackfoot reach losses to total reservoir fill (the new accrual plus any *carryover*) is deducted from each spaceholder's fill to determine the *storage yield*. The *storage yield* after subtracting the evaporation and Blackfoot reach losses from the reservoir fill in each spaceholder's account is the amount of storage allocated to the spaceholder available to be used during the irrigation year.

Table 17 illustrates the segregation of reservoir fill into carryover from the previous year, new accrual of the current year, prorated evaporation, prorated Blackfoot reach loss, and total reservoir fill. The total reservoir system evaporation of 82,524 acre-feet and total Blackfoot reach loss of 1,179 acre-feet are proportioned across all reservoir accounts according to the total fill in each reservoir, i.e., each reservoir receives the same evaporation-loss percentage and same Blackfoot reach loss percentage deducted from their fill to calculate the reservoir yield.

Table 17: Reservoir carryover, new accural, total fill, evaporation, and yield.

RESERVOIR ACCOUNT	RESERVOIR CARRYOVER	RESERVOIR NEW ACCRUAL	RESERVOIR TOTAL FILL	RESERVOIR EVAPORATION	BLACKFOOT REACH LOSS	RESERVOIR YIELD
Jackson Lake	790,115	56,885	847,000	17,787	254	828,959
Palisades-1939	132,491	661,895	794,386	16,682	238	777,466
Palisades WWS	98,724	160,876	259,600	5,452	78	254,071
Henrys Lake	67,785	18,616	86,401	1,814	26	84,561
Island Park	26,541	75,847	102,398	2,150	31	100,217
Grassy Lake	8,976	4,239	13,215	278	4	12,934
Ririe	20,154	38,772	58,926	1,237	18	57,671
American Falls	8,214	1,507,546	1,515,760	31,831	454	1,483,474
Amer Flls WWS	0	156,830	156,830	3,293	47	153,490
Lake Walcott	0	95,200	95,200	1,999	29	93,172
TOTAL	1,153,000	2,776,706	3,929,716	82,524	1,179	3,846,015

Table 18 illustrates the first iteration when computing a single spaceholder's fill based on the spaceholder's carryover and new reservoir accrual that was shown in *Table 17*. Notice the prorated share of new accrual distributed to the spaceholder's Jackson Reservoir account was reduced from 712 acre-feet in *Table 18* to 265 acre-feet in *Table 19* so that the amount of total fill to the spaceholder's Jackson space could not exceed 100%. The 447 acre-feet of excess Jackson new accrual not distributed to the spaceholder in the first iteration will be distributed to other unfilled Jackson spaceholders in the second iteration of the distribution calculation. This iterative process of distributing the new reservoir accrual to each spaceholder (not to exceed 100% total fill in a spaceholder's space) continues until the entire 2,776,706 acre-feet of total reservoir new accrual shown in *Table 17* has been distributed to system spaceholders.

Table 18: The first iteration in computing new reservoir accrual plus carryover distributed to a spaceholder.

RESERVOIR ACCOUNT	SPACEHOLDER SPACE	RESERVOIR NEW ACCRUAL	SPACEHOLDER % SPACE IN RESERVOIR	SPACEHOLDER NEW ACCRUAL	SPACEHOLDER CARRYOVER	TOTAL SPACEHOLDER FILL
Jackson	10,603	56,885	.012518	*712	10,338	* 10,603
Palisds-1939	23,400	661,895	.026167	17,320	3,943	21,263
Palisds WWS	8,000	160,876	.026167	4,210	0	4,210
Henrys Lake	0	18,616	0	0	0	0
Island Park	0	75,847	0	0	0	0
Grassy Lake	0	4,239	0	0	0	0
Ririe	0	38,772	0	0	0	0
Americ Falls	9,343	1,507,546	.006167	9,297	0	9,297
Am Fls WWS	0	156,830	0	0	0	0
Lake Walcott	0	95,200	0	0	0	0
TOTAL	51,346	2,776,706		31,539	14,281	45,373

* Initial distribution of 712 acre-feet of new accrual limited to 265 acre-feet because total fill cannot exceed 100% of spaceholder's space.

Table 19 shows the final iteration of computing an individual's spaceholder allocation after the iterative process has been completed and all the new reservoir accrual shown in *Table 17* was distributed to spaceholders without exceeding 100% fill in any spaceholder's space. Notice the new spaceholder accrual in the Palisades-1939, Palisades WWS, and American Falls space is greater in *Table 19* (final iteration) than it was in *Table 18* (first iteration). This occurred because there were other spaceholders in the system whose pro-rata share of new accrual when added to their carryover in the first iteration exceeded 100% fill in their space, and the amount exceeding 100% was distributed to unfilled spaceholders in the next iteration. *Table 19* also shows the 1,050 acre-feet (2.13%) of Blackfoot reach and evaporation losses deducted from the spaceholder's total fill.

Table 19: Final iteration when computing an individual's spaceholder allocation after distributing new reservoir accrual, carryover, and evaporation losses.

RESERVOIR ACCOUNT	TOTAL RESERVOIR FILL	SPACEHOLDER SPACE	SPACEHOLDER CARRYOVER	SPACEHOLDER NEW ACCRUAL	SPACEHOLDER TOTAL FILL	BLKFT REACH & RESERVOIR EVAP LOSSES	SPACEHOLDER ALLOCATION
Jackson	847,000	10,603	10,338	265	10,603	226	10,377
Palisds-1939	794,386	23,400	3,943	17,408	21,351	455	20,896
Palisds WWS	259,600	8,000	0	8,000	8,000	170	7,830
Henrys Lake	86,401	0	0	0	0	0	0
Island Park	102,398	0	0	0	0	0	0
Grassy Lake	13,215	0	0	0	0	0	0
Ririe	58,926	0	0	0	0	0	0
Americ Falls	1,515,760	9,343	0	9,343	9,343	199	9,144
Am Fls WWS	156,830	0	0	0	0	0	0
Lake Walcott	95,200	0	0	0	0	0	0
TOTAL	3,929,716	51,346	14,281	35,572	49,297	1,050	48,247

Table 20 compares the total reservoir yield shown in *Table 17* to the final spaceholder's allocation shown in *Table 19*. Only when reservoirs fill to 100%, or when yields are reduced for failure to fill due to flood control, would the percentage of reservoir yield and spaceholder allocation become identical. The percentages for unfilled reservoir accounts will usually always be different than the spaceholder allocation percentages because of the varying amounts of carryover held in each spaceholder's space. For example, in *Table 20* the reservoir yield percentage for the Palisades-1939 reservoir account was 82.7% but the individual spaceholder shown in *Table 20* received an 89.3% allocation to their Palisades-1939 space as a result of his 3,943 acre-feet of carryover added to their prorated share of new accrual.

Table 20: Comparison of reservoir yield percentage to a spaceholder's allocation percentage.

RESERVOIR ACCOUNT	RESERVOIR SPACE	RESERVOIR YIELD	SPACEHOLDER SPACE	SPACEHOLDER ALLOCATION
Jackson	847,000	828,959 (97.9%)	10,603	10,377 (97.9%)
Palisades-1939	940,400	777,466 (82.7%)	23,400	20,896 (89.3%)
Palisades WWS	259,600	254,071 (97.9%)	8,000	7,830 (97.9%)
Henrys Lake	90,000	84,561 (94.0%)	0	0
Island Park	135,000	100,217 (74.2%)	0	0
Grassy Lake	15,204	12,934 (85.1%)	0	0
Ririe	80,500	57,671 (71.6%)	0	0
American Falls	1,515,760	1,483,474 (97.9%)	9,343	9,144 (97.9%)
Amer Falls WWS	156,830	153,490 (97.9%)	0	0
Lake Walcott	95,200	93,172 (97.9%)	0	0
TOTAL	4,135,494	3,846,015 (93.0%)	51,346	48,257 (94.0%)

9.5 Determination of reservoir carryover for spaceholders with multiple reservoir allocations

Many diversions in Water District #1 have more than one reservoir account that comprises the diversion's total storage allocation. These multiple accounts itemized in the preliminary and final storage reports are summed together for each spaceholder storage (including any rented or leased storage) assigned to a diversion in the daily water right accounting as one total storage allocation available for the diversion to use during the irrigation year. When storage is used by a diversion with allocations from multiple storage accounts, the storage usage is deducted in the final water right accounting from their various storage accounts in the following sequence:

1) Rental (purchased) storage
2) Lake Walcott
3) Island Park/Grassy Lake
4) American Falls WWS
5) American Falls
6) Palisades WWS
7) Palisades
8) Jackson Lake
9) Henrys Lake
10) Ririe Reservoir

If a spaceholder was allocated 10,377 acre-feet in Jackson Lake, 20,896 acre-feet in Palisades, 7,830 acre-feet in Palisades WWS, and 9,144 acre-feet in American Falls (as was shown in *Table 20*), storage used by the spaceholder will be first deducted from their 9,144 acre-feet allocation in American Falls. If the spaceholder uses all 9,144 acre-feet of their American Falls allocation, additional storage usage is deducted from the spaceholder's Palisades WWS storage allocation up to a maximum of the 7,830 acre-feet allocated. If the storage usage exceeds the amounts allocated to the American Falls and Palisades WWS allocations, then storage usage is subtracted from the spaceholder's Palisades allocation. Lastly, storage usage is deducted from the Jackson Lake allocation after the spaceholder has used all of their American Falls, Palisades WWS, and Palisades allocations. If the spaceholder purchases any rental storage during the irrigation year, any storage usage by the spaceholder during the year is applied against the amount of rental storage before any reductions are made to the spaceholder's other storage allocations regardless of when the storage rental was purchased or used during the year. Any amounts not used from a spaceholder's storage allocation at the end of the year are termed "carryover storage".

The sequence of storage usage from the various reservoir accounts determined by the USBR is based on their interpretation of their storage contracts. The sequence relies on the following concepts:

1) Any rental storage assigned to a diversion is used prior to any other storage allocated to the diversion in the final water right accounting at the end of the year because rental (purchased) storage cannot be carried over from one year to the next in the purchaser's contracted reservoir space.
2) Storage is deducted from the spaceholder's *easier to fill* reservoir space before deducting it from the spaceholder's *harder to fill* reservoir space to maximize reservoir storage in the system.

The *easier to fill* concept is primarily based on the position of the reservoir on the watershed, assuming an empty reservoir system. It is not based solely on the priority of the reservoir and does not fluctuate based upon the carryover storage held in the reservoir. For example, the American Falls Reservoir water right has a 1921 priority, and the Jackson Lake water rights are priorities 1906, 1910, and 1913. If both reservoirs were completely empty, it would be more likely the American Falls Reservoir would fill than the Jackson Lake Reservoir because the amount of water flowing into Jackson Lake is limited by the smaller drainage area above Jackson Lake. Even though Jackson Lake has an earlier priority water right than American Falls Reservoir, American Falls Reservoir is more likely to fill because of the larger amount of water that feeds the Snake River between Jackson Dam and American Falls Dam.

An argument can be made that if Jackson Lake Reservoir held a large amount of carryover and American Falls Reservoir held zero carryover at the end of the irrigation season, Jackson Lake's water right would be more likely to fill ahead of American Falls Reservoir water right but no adjustments are made in the storage usage sequence in the water right accounting based upon the anticipated carryover at the end of the season. The sequence of storage usage and fill remains the same every year, regardless of storage allocation or carryover.

Another argument often heard is that it is more difficult to fill the Palisades Reservoir water rights than Jackson Lake water rights because of the amount of carryover usually held in Jackson Lake Reservoir at the end of each year. However, if both reservoirs were completely empty, the volume of water accrued to the Palisades storage water right would likely be greater than the volume accrued to the Jackson storage water rights because of the larger drainage area between Jackson Dam and Palisades Dam that only drains into Palisades Reservoir. Another consideration is that Jackson Lake is higher in elevation than Palisades Reservoir resulting in a later snowmelt runoff into Jackson Lake that sometimes doesn't occur until senior downstream water rights have begun diverting water for irrigation. Therefore, Jackson Lake Reservoir is *harder to fill* than Palisades Reservoir and comes later in the sequence when deducting storage from spaceholder allocations that have contracted space in both of those reservoirs.

With these concepts in mind, Lake Walcott (the first reservoir listed in the sequence) is certainly the *easiest to fill* reservoir because it is located near the bottom of the basin and draws water from the largest area upstream from the reservoir as compared to all other reservoirs. Island Park and Grassy Lake are next in the sequence. Those two reservoirs come in the sequence prior to American Falls Reservoir but are not *easier to fill* than American Falls storage because of their relatively smaller drainage areas upstream from the two dams. However, Enterprise Irrigation District is the only system spaceholder that has contracted storage space in American Falls Reservoir in addition to Island Park/Grassy Lake space assigned to it from Fremont-Madison Irrigation District. It was decided the Enterprise Irrigation District will use any rental storage and its Fremont-Madison Island Park/Grassy Lake storage ahead of it using any of its own American Falls Reservoir contracted storage.

Following American Falls Reservoir in the sequence of storage usage is Palisades Reservoir. Palisades Reservoir is *harder to fill* than American Falls Reservoir but *easier to fill* than the next three reservoirs in the sequence (Jackson Lake, Henrys Lake, and Ririe Reservoirs) because of the smaller drainage areas above those three other reservoirs.

The sequence of storage usage pertains only to the final water right accounting at the end of the accounting year to determine where the spaceholder's carryover storage resides when a spaceholder has storage allocated to more than one account. The sequence does not indicate the order in which the storage was actually used during the year. If a storage rental purchase occurs during the year, the rental storage is the first storage from which the diversion's total storage usage at the end of the accounting year is deducted to determine the diversion's carryover, regardless of when the rental occurred during the accounting year. Preliminary estimates can be made during the irrigation season of where (in which reservoir account) a spaceholder's remaining storage currently resides, but preliminary estimates could be altered by a subsequent rental storage purchase assigned to the diversion after the preliminary estimate has been computed.

In more recent years, storage allocated to *Palisades Water Users Incorporated* (*PWUI*) and diverted through canals having other reservoir storage allocations has not followed the sequence of storage usage previously described. The computerized Storage Report program was initially coded so that *PWUI* storage was used after all American Falls storage was used by a canal but ahead of any Palisades WWS storage used by the canal. This automated process presented a problem in some years when a *PWUI* shareholder having their *PWUI* storage assigned to a canal used all of their *PWUI* storage but the computerized Storage Report accounting didn't show any *PWUI* storage diverted by the canal because the canal hadn't diverted all of American Falls or Grassy Lake/Island Park storage contracted by the canal. Conversely, there were some situations where a *PWUI* shareholder hadn't used any of their *PWUI* storage but the computer program showed that all the *PWUI* storage had been diverted by the canal after the canal had diverted its entire storage allocation with the exception of its Henrys Lake or Jackson Lake storage allocation. To resolve this delivery dilemma, *PWUI* agreed to report the amount of PWUI storage assigned to and used by each *PWUI* shareholder in the water right accounting so that the *PWUI* storage is delivered separate from a canal's storage allocation and separate from the sequence of usage of multiple reservoir storage accounts contracted by the canal.

9.6 Final carryover and excess storage usage

At the end of the water right accounting year, the actual reservoir evaporation and Blackfoot reach losses calculated by the daily water right accounting replace the previously estimated evaporation and Blackfoot Reach losses used in the preliminary Storage Report issued earlier in the year on the *Day of Allocation*. Additionally, the final water right accounting of storage accrual and storage used along with any storage rental pool transactions and other storage adjustments are entered into the Storage Report for each diversion.

The storage used by each diversion is subtracted from any rental purchased and storage allocated to the diversion in the sequence described previously in this manual. Any unused or remaining allocation in each of the diversions' various reservoir accounts on November 30th is carried over into the next accounting year. The diversion carryover for each diversion with contracted reservoir space is summed to compute the total carryover in each reservoir account. Finally, the *late-season fill* accrued to each reservoir account is added to the account's summed carryover to compute the final system carryover on November 30th unless the *late-season fill* has been used for other purposes discussed in *Chapter 11*. The final carryover for each reservoir account is then entered into the December 1st daily water right accounting as the storage volume held in each reservoir water right and applied to the reservoir's annual volume limit to begin a new accounting year.

Physical contents of individual reservoirs usually do not equal the carryover held in that reservoir's water right account(s) because of the reservoir operations that occur during the year resulting in physically holding new accrual and carryover in reservoirs different from reservoir accounts in the water right accounting. However, the summed physical contents of all reservoirs in the system should equal the summed carryover of all reservoir accounts on November 30th. The only exception to this rule occurs when the Common Pool rentals exceed the amount of *late-season fill*. This exception will be discussed in *Chapter 11*.

When a spaceholder has a portion of his original storage allocation remaining at the end of the year, it is carried over into the next accounting year. When a spaceholder diverts more storage during the year than was allocated on the *Day of Allocation*, the amount diverted exceeding their allocation was not subtracted from any spaceholder and creates an imbalance between the carryover in the water right accounting and the reservoir system contents. To correct this imbalance, diversions that exceeded their storage allocations are billed at the current year's Rental Pool rate for the "*excess storage use*", and the imbalance is rectified using the Common Pool storage supply (*Chapter 11*). Rental Pool payments for the *excess storage usage* are then distributed according to the Rental Pool Procedures.

Ideally, diversions are not allowed to exceed their storage allocations. If storage in addition to the diversion's preliminary storage allocation is needed to satisfy its irrigation demands, the diversion proprietor should purchase rental storage through the Rental Pool prior to exhausting their preliminary storage allocation. If water is not available in the Common Pool, the proprietor should secure a two-party rental lease or the Watermaster will curtail the diversion when possible so the diversion does not exceed its preliminary storage allocation amount.

Chapter 10: SPECIAL CALCULATIONS TO ACCOMMODATE EXCEPTIONAL DELIVERY CONDITIONS

The previous chapters in this manual discuss the basic concepts in the water right accounting. However, there are unique situations or water right delivery requirements that do not fit the basic concepts. This chapter includes explanations and examples of special calculations required in the water right accounting to accommodate these exceptional delivery conditions.

10.1 Reach losses in the *Below Blackfoot to Near Blackfoot* reach

During times between May and October (depending on the water supply and diversion demand in a particular year), the *natural flow* available to diversions on the Snake River upstream from the confluence of the Blackfoot River is entirely used by water rights that are senior to Snake River water rights downstream from Blackfoot. In other words, during mid-irrigation season, there is usually zero remaining *natural flow* at the end of *Reach S12* (*At Blackfoot to Below Blackfoot*) when all the *natural flow* has been distributed to diversions above Blackfoot and the *natural flow* supplied to diversions below Blackfoot is limited to the reach gains that arise solely below Blackfoot.

The Parsons Canal is the furthest downstream diversion in *Reach S12* (*At Blackfoot to Below Blackfoot*) of the Snake River. The adjoining downstream reach is *Reach S13* (*Below Blackfoot to Near Blackfoot*). *Reach S13* begins immediately downstream from the Parsons Canal and contains the inflow to the Snake River from the Blackfoot River. The end of *Reach S13* is at the USGS *Snake River near Blackfoot* gage. No diversions are in *Reach S13* and the diversions upstream from this reach are not entitled to the reach gains (if any) arising in, or below, this reach. Any positive reach gains in the *Reach S13* (*Below Blackfoot to Near Blackfoot)* fill the *natural flow* water rights assigned to downstream diversions between the Parsons Canal and Milner Dam.

When the entire amount of Snake River water passing the Parsons Canal in the Snake River channel is storage water, a reach loss sometimes occurs in *Reach S13 (Below Blackfoot to Near Blackfoot)*. Prior to the 2018 irrigation year, when the inflow from the Blackfoot River wasn't sufficient to offset the entire loss in the Snake River channel in *Reach S13*, the net loss was deducted from the natural flow supply available to diversions above Blackfoot in the water right accounting. On January 18, 2017, Aberdeen-Springfield Canal submitted a letter to the Department of Water Resources Director requesting a change in the method used to distribute losses in the *Below Blackfoot to Near Blackfoot Reach* in the water right accounting. The challenge by Aberdeen-Springfield Canal led to the Director ordering the implementation of a settlement amongst the parties on October 31, 2017. The order changed the water right accounting procedures beginning the 2018 irrigation season so that when there was a loss in the *Below Blackfoot to Near Blackfoot Reach* and only storage water was passing the Parsons Canal, 25% of the loss is to be deducted from the natural flow supply for reaches upstream from the Parsons Canal, 25% of the loss is to be deducted from the natural flow supply for reaches below the Parsons Canal, and 50% of the loss is to be deducted from all reservoir storage allocations in Water District #1. When there is a net gain in the reach, the gain is added to the natural flow available to diversions below Blackfoot.

10.2 Groundwater exchange wells

There are diversions in the water right accounting whose source of water supply is groundwater but the water they use for irrigation is water pumped from the river. The surface water they pump from the river is exchanged for the groundwater pumped into the river from their groundwater well(s).

Many of the groundwater exchange wells originated immediately following the failure of the Teton Dam. Water users within the Fremont-Madison Irrigation District invested money and equipment in expanding their irrigated acres assuming they would have additional storage available to divert from the new Teton Reservoir. The Teton Dam collapsed as the reservoir was filling for the first time in 1976 and the water users were left with newly purchased irrigation equipment and no water supply. Because there was not any available *natural flow* in the Teton River (because it had already been appropriated by existing water rights), their only option was to obtain a new groundwater right to irrigate the additional ground anticipated to be irrigated from the new Teton Reservoir storage.

The ground anticipated to be irrigated surrounding the failed reservoir is not very suitable for groundwater wells, so many of the water users such as Parkinson, Schwendiman, Brown, Ricks, Canyon Creek Lateral, and Clementsville Pipeline (Bott, Hoopes, Ard, Hink, and Ehco Ranch) obtained water rights to drill groundwater wells downstream and inject groundwater into the Teton River in exchange for the surface water they pumped (out-of-priority) from the Teton River upstream from the groundwater wells. There were also five additional groundwater exchange wells drilled by the USBR to provide water to Fremont-Madison Irrigation District who also had intended to distribute the additional storage provided by the Teton Reservoir to Fremont-Madison shareholders. The USBR exchange wells are located along the lower Teton and Henrys Fork Rivers. Water rights were also obtained for exchange wells on Falls River (Loosli) and the Snake River (Covington) that were not associated with the Teton Dam failure.

Groundwater injected into the Snake River directly from wells is earmarked for specific diversions owned by the proprietors of the exchange wells. Therefore, the injected groundwater must not become part of the *natural flow* distributed to other diversions in the water right accounting. To prevent the injected groundwater from being distributed to other diversions in the system, the reach gain for reaches containing exchange wells is calculated using the following formula:

Reach gain = Outflow – Inflow + Diversions – GW exchange pumping

This formula ensures water pumped into a surface reach from a groundwater well does not become part of the *natural flow* supply when summing the reach gains to calculate the total available *natural flow* to distribute to surface water rights. The daily amounts and cumulative totals pumped from each of the exchange wells are set aside until they are used to offset the owners' surface diversion storage usage in the final Storage Report at the end of the water right accounting year. The water right priority dates for these groundwater wells are not entered into the water right accounting because the groundwater wells are regulated on a separate priority system by another water district. For example, a groundwater well with a 1979 priority water right to pump groundwater is not curtailed by Water District #1 when the 1979 priority surface water rights are curtailed on the Teton River, Henrys Fork, or Snake River.

10.3 Diversions in different reaches that share water rights

There are some water rights that have multiple points of diversion. If a water right has multiple points of diversion in the same reach, the diversions are "combined" or summed, and the summed total is applied against the water right to determine whether the water right is *in-priority* or *out-of-priority* in the daily water right accounting for that reach. However, when a water right has multiple points of diversion in different reaches, it can present a problem trying to decide how much *natural flow* is diverted from each reach supplying the one water right.

One way to solve this problem is to split the water right, assigning one portion of the water right to the shared diversion in the upstream reach and the other portion(s) of the water right to the diversion(s) in the downstream reach(es). However, this resolution sometimes creates another problem when one of the diversions is diverting less water than is available to its portion of water right and the other diversion is diverting more water than is available to its portion of the water right. This arrangement could result in storage usage by the canal owning the multiple points of diversion whereas, if the water right had not been divided between the two diversions, perhaps very little or no storage usage would have been diverted by the canal.

Therefore, when a water right has multiple diversions in different reaches such as New Sweden Irrigation District (Great Western and Porter Canals) and the Saint Anthony Canals (St. Anthony and St. Anthony Union Feeder), the two diversions sharing the water right are summed and the total diversion is initially assigned to the reach containing the upstream diversion in the accounting process. Depending on the outcome of the initial *natural flow* allocation to the water right, two things can occur:

1) If the secondary diversion in the lower reach was not allocated any *natural flow* and was diverting all *stored flow*, no further corrections to the water right accounting are necessary to reflect the actual *remaining natural flow* and *natural flow* diversion in each of the reaches.
2) If the secondary diversion in the lower reach was allocated *natural flow* from the upper reach, the amount of *natural flow* delivered to the diversion in the lower reach is added to the *remaining natural flow* in the upper reach because the diversion takes place downstream. *Remaining natural flow* in the lower reach is not corrected because the *natural flow* was already reduced when the two diversions were combined in the upper reach. The *natural flow* diversion values in each reach are then corrected by decreasing the upper reach's *natural flow* diversion (previously containing the "combined" amount) by the amount of *natural flow* diverted by the diversion in the lower reach, and then increasing the lower reach's *natural flow* diversion by the amount of *natural flow* diverted by the diversion in the lower reach.

For example, let's assume there are two adjoining reaches (*Reaches A & B*) and each reach contains one diversion. The two diversions share the same 100 cfs water right. The diversion in upstream *Reach A* is diverting 75 cfs and the secondary diversion in the downstream *Reach B* is diverting 25 cfs. The two diversions sharing the water right are initially combined in the water right accounting and included in *Reach A* for the initial determination of whether the combined 100 cfs diversion is diverting *natural flow* or *stored flow* in the water right accounting.

In the initial allocation of *natural flow*, assuming the diversion's water right is in-priority and sufficient *natural flow* is available to fill the entire water right, the *natural flow* for the *combined diversion* in *Reach A* will be 100 cfs (75 cfs + 25 cfs) and the *natural flow* diversion in *Reach B* will be zero. However, since 25 cfs of the 100 cfs is being diverted in *Reach B*, the initially calculated *remaining natural flow* and *natural flow* diversion values in *Reach A* must be adjusted to the 75 cfs actually diverted in *Reach A*. The initially calculated *natural flow* diversion in *Reach B* must be increased by 25 cfs. The initially calculated *remaining natural flow* at the end of *Reach B* does not need to be adjusted since it previously included the 25 cfs *natural flow* diversion in the upstream adjoining reach during the initial allocation. This process effectively distributes the appropriate amount of *natural flow* to the single water right shared by the *combined diversions* and preserves the accuracy of the reach totals for *natural flow* diversion and stored water usage in the water right accounting.

10.4 Great Western Canal Spillway adjustment

The Great Western Canal diverts water from the Snake River in the *Menan to Near Idaho Falls (S8)* reach. Some of the water in the canal is re-regulated and returned back to the Snake River via the Great Western Spillway prior to passing through the measurement section for the Great Western Canal. Before 1987, the water injected back into the Snake River from the Great Western Spillway was in the same Snake River reach as the Great Western headgate, so no adjustments to the reach gains or measured flows were necessary prior to 1987.

In 1987, the USGS moved the *Snake River near Idaho Falls* gage (outflow gage for the *Menan to Near Idaho Falls* reach) from where it had been previously located downstream from the Great Western Spillway to a location on the Snake River upstream from the spillway but downstream from the Great Western Canal headgate. Without any adjustment in the water right accounting, moving the USGS gage upstream would cause an apparent decrease in reach gain between the USGS *Snake River nr Menan* and USGS *Snake River nr Idaho Falls* gages, and also cause an apparent increase in reach gain of the same magnitude between the USGS *Snake River nr Idaho Falls* and USGS *Snake River nr Shelley* gages.

To adjust for this condition and treat the return from the Great Western Spillway as if it were in the same reach as the water diverted into the Great Western Canal, the discharge from the spillway is added to the reach gain calculated for the Snake River *Menan to Near Idaho Falls (S8)* reach. This has the same effect as adding the discharge from the Great Western Spillway to the *actual flow* measured at the *Snake River near Idaho Falls* gage to re-create the condition that existed prior to 1987 before the river gage was moved upstream. As a result, the gain from the spillway that occurs in the next downstream reach (containing the USGS *Snake River nr Shelley* gage as its outflow gage) must be subtracted from the reach gain or discharge measured at the *Snake River nr Shelley* gage so that the accounting does not create water when discharge from the Great Western Spillway is added to the upstream *Menan to Idaho Falls (S8)* reach gain.

10.5 CrossCut Canal delivery to Falls River Canal and Teton River

Fremont-Madison Irrigation District's CrossCut Canal diverts water from the Henrys Fork, immediately downstream from the confluence with Falls River. The CrossCut Canal ends where the canal injects water into the Teton River upstream from the USGS *Teton River near St. Anthony* gage. The CrossCut Canal serves two purposes:

- Delivery of *natural flow* and *stored flow* to Falls River Canal.
- Delivery of Fremont-Madison storage water from Island Park and Grassy Lake Reservoirs to Teton River diversions.

Figure 2 illustrates the CrossCut Canal and the measuring stations associated with it.

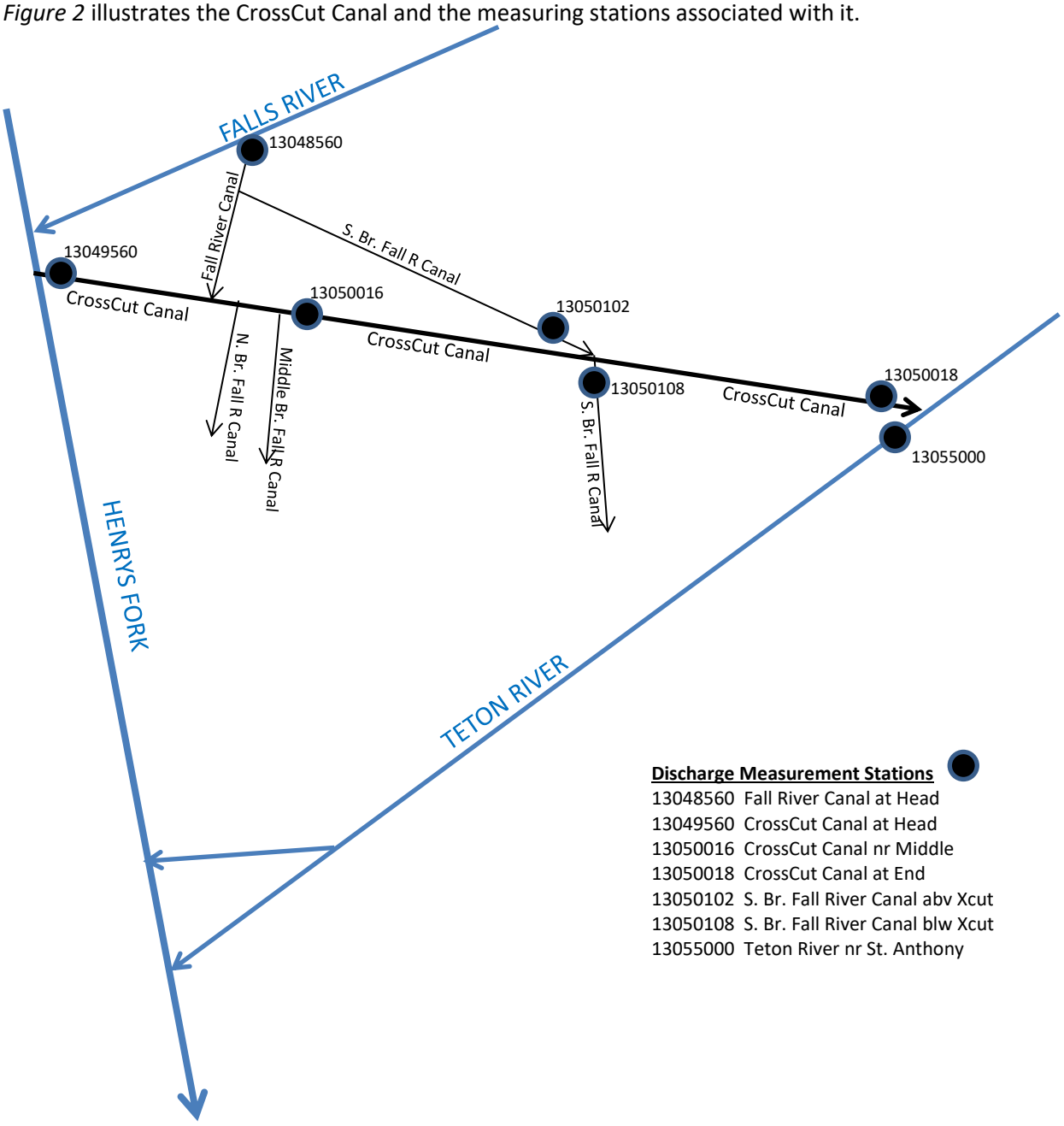


Figure 2: Schematic of CrossCut Canal and its associated measuring stations.

The water diverted at the head of the CrossCut Canal is initially measured at station 13049560. Then Fall River Canal injects water into the CrossCut Canal and rediverts it back out of the CrossCut Canal using the North and Middle Branches of the Fall River Canal between CrossCut Canal gages 13049560 and 13050016. When the discharge measured at gage 13050016 is less than the discharge at gage 13049560, the difference is assumed to be water diverted by Fall River Canal from the CrossCut Canal between the measurement stations. When the discharge at gage 13050016 is greater than the discharge at gage 13049560, the difference is assumed to be a gain in the Crosscut Canal that is not credited to Fall River Canal.

Additionally, the Fall River Canal injects water into the CrossCut Canal from its South Branch Canal at station 13050102 and diverts water back out of the CrossCut Canal at station 13050108. If more water is being diverted out of the CrossCut Canal at 13050108 than is being injected into the CrossCut Canal at 1305102, the difference is CrossCut Canal water diverted by Fall River Canal. The amount diverted here plus the water diverted by Fall River Canal between the station 13049560 and station 13050016 is added to the discharge measured at the head of the Fall River Canal (13048560) and is treated as a "combined" diversion in the water right accounting. If the discharge injected into the CrossCut Canal at station 13050102 is greater than the discharge taken out of the CrossCut Canal at station 1305108, no credit is given to Fall River Canal and it becomes a gain to the CrossCut Canal.

The total amount of CrossCut water added to the Fall River Canal main diversion is labeled as XCUT FALL R in the water right accounting diversion list. The remainder of discharge diverted by the CrossCut Canal from the Henrys Fork is labeled as CROSSCUT TO TETN in the water right accounting and represents the *stored flow* diverted from the Henrys Fork to the Teton River.

If there is a net gain in the CrossCut Canal after it has been adjusted for the Fall River Canal diversions (i.e. Station 13050018 discharge minus CROSSCUT TO TETN diversion results in positive value), the gain is added to the *Above S. Leigh to St. Anthony (T1)* reach gain of the Teton River where the CrossCut Canal injects water into the Teton River. If there is a net loss of water in the CrossCut Canal after adjusting for the CrossCut water diverted by the Fall River Canal (i.e. Station 13050018 discharge minus CROSSCUT TO TETN diversion results in a negative value), the loss of water is shown as storage used by the CROSSCUT TO TETN diversion of the daily water right accounting and is deducted in the Storage Report as a storage loss from Fremont-Madison Irrigation District's storage allocation.

The discharge at station 13050018 is deducted from the inflow-outflow equation used to compute the reach gain in the *Above S. Leigh to St Anthony (T1)* reach of the Teton River in the water right accounting so that it does not increase the reach gain unless there is a natural flow gain in the CrossCut Canal. The inflow-outflow equation for the *Above S. Leigh to St Anthony (T1)* reach is:

Reach Gain = Station 13055000 discharge – Station 13050018 discharge + Reach diversions + Station 13050018 natural flow

No *natural flow* is allocated to the CrossCut Canal except for the *natural flow* delivered to the Fall River Canal diversions from the CrossCut Canal. The discharge injected into the Teton River at gage 13050018 is usually comprised mostly of storage water but may include some *natural flow* gain that arises between the head of the CrossCut Canal (13049560) and its injection point (13050018) into the Teton River. Any gain in the CrossCut Canal is passed on to the reach gain computed for the *Above S. Leigh to ST Anthony (T1)* reach of the Teton River.

There may be times towards the beginning and ending of the irrigation season when all the water diverted at the head of the CrossCut Canal at gage 13049560 is intended to be delivered solely to Fall River Canal diversions. This typically occurs when Teton River natural flow is sufficient to satisfy all irrigation demand on the Teton River and Fremont-Madison Irrigation District is not delivering any storage water to Teton River diversions through the CrossCut Canal. When notified of this situation by Fremont-Madison Irrigation District and Fall River Canal Company, Water District #1 must input zero discharge at stations 13050016, 13050102, 13050108, and 13050018 in the water right accounting to cause the entire CrossCut Canal diversion at the head of the CrossCut Canal on those days to be delivered solely to Fall River Canal.

For ease of administration, Fremont-Madison Irrigation District and Falls River Canal Company have been asked by the Watermaster to supply only one single date towards the beginning of the season when delivery of Fremont-Madison Irrigation District storage to Teton River diversions begins and another single date towards the end of the season when delivery of Fremont-Madison Irrigation District storage to Teton River diversions ends. Outside of these two dates the discharge at stations 13050016, 13050102, 12050108, and 13050018 are zeroed so that all water diverted at the head of the CrossCut Canal is delivered to Fall River Canal Company diversions. Inside of these two dates, the actual discharges at stations 13050016, 13050102, 12050108, and 13050018 are entered into the water right accounting to segregate the water deliveries in the CrossCut Canal between Fall River Canal and Fremont-Madison Irrigation District when storage is being delivered through the CrossCut Canal to Teton River diversions.

10.6 North Fork of Teton River

During parts of most years, the *natural flow* arising upstream from USGS gages 13055250 (*North Fork Teton River) and* 13055340 *(South Fork Teton River)* isn't sufficient to fill any of the water right priorities for North Fork Teton River diversions between the Teton Island Feeder Canal and the North Fork's confluence with the Henrys Fork. There are usually some additional reach gains (spring flows and return flows) that arise downstream from gage 13055250 but, because there isn't a streamflow gage at the end of the reach before the North Fork enters the Henrys Fork, determining the amount of reach gain or *natural flow* available to the Lower North Fork diversions is a challenge. The reach gain in the Lower North Fork downstream from gage 13055250 can be computed by summing the diversions and subtracting the diversion sum from the discharge at 13055250. If the calculated value is less than zero, the reach gain in the Lower North Fork River reach is assumed to be zero. If the calculated value is greater than zero, the reach gain is assumed to be the calculated amount of *natural flow* available to water rights downstream from gage 13055250 that is not available to Teton River diversions upstream from gage 13055250.

Figure 3 illustrates the relative positions of the stream flow gages and diversions on the lower Teton River.

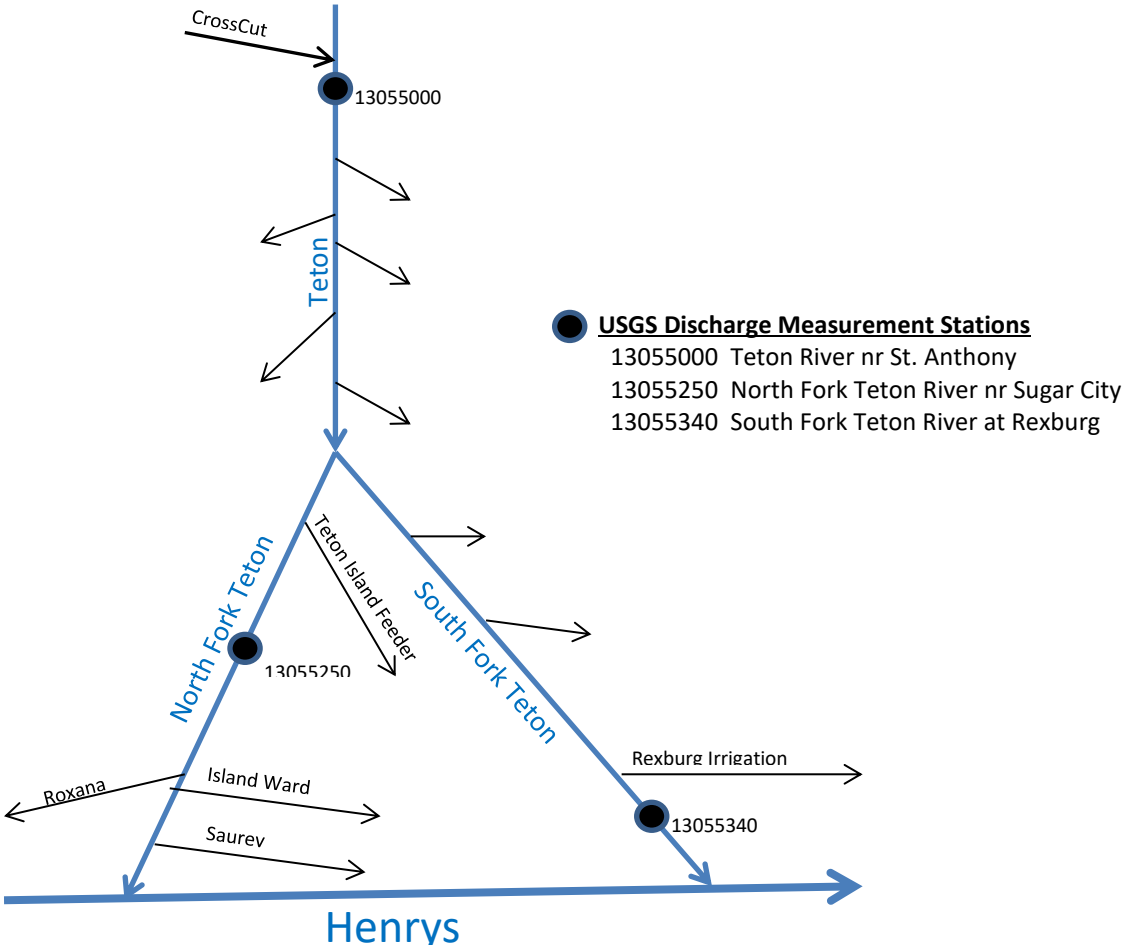


Figure 3: Schematic of Lower Teton River.

When the *natural flow* on the Teton River drops to a point where it is only sufficient to fill water right priorities senior to October 17, 1885 for diversions upstream from gage 13055250….and the North Fork Teton River diversions downstream from the Teton Island Feeder aren't calling for any storage water deliveries…..the "Splitter" headgates (where the river splits into the North and South Forks) are usually operated by the Teton River water users so that only the water supply demand by the Teton Island Feeder Canal is passed down the North Fork channel through the Splitter headgates. When the river channel immediately below the Teton Island Feeder diversion is dry, the discharge at gage 13055250 in the water right accounting is set to zero to enable a more precise computation of natural flow gain between the Teton Island Feeder and the Saurey Canal.

Sending water down the North Fork channel at the Splitter exceeding the demand by the Teton Island Feeder after the October 17, 1885 water right is out-of-priority can interfere with the calculation of reach gains below gage 13055250 and reduce the amount of computed *natural flow* available to canals downstream from gage 13055250. Adding additional *stored flow* to the North Fork channel below the Teton Island Feeder can also result in increasing channel losses and potentially decrease the total *natural flow* available to Teton River diversions both upstream and downstream from gage 13055250.

Because canals both upstream and downstream from gage 13055250 don't want to be charged for the loss of water in the North Fork reach, the discharge in the Teton River immediately below the Teton Island Feeder, after the October 17,1885 priority is cut, is typically shut to zero. After the discharge is shut to zero and the discharge at gage 13055250 is set to zero in the water right accounting during this time to reflect the dry stretch of channel, all water arising downstream from the Teton Island Feeder becomes natural flow and is available to downstream Teton River diversions according to the priorities that can be filled with that natural flow.

10.7 Willow Creek and Sand Creek water distribution

Prior to Ririe Reservoir being constructed in 1977, Willow Creek and Sand Creek were operated as a water district separate from Water District #1 with a different Watermaster. Progressive Irrigation District, Enterprize Canal, Farmers Friend Canal, and Idaho Irrigation District have shareholders that divert Willow Creek *natural flow* in addition to Snake River water injected into Willow Creek. The Progressive Irrigation District manager historically acted as the Watermaster for the Willow Creek Water District, tracking the exchanges between canal companies and segregating the water delivered on Willow Creek and Sand Creek to the various diversions depending on the availability of Willow Creek *natural flow* and the amounts of Snake River water injected into Willow Creek.

The Willow Creek Basin became part of Water District #1 following the construction of Ririe Reservoir so water physically captured in Ririe Reservoir could be properly regulated and accounted for in accordance with downstream reservoir and irrigation water rights. A special computation in the water right accounting was required when the Willow Creek Basin was added to the Water District #1 water right accounting to preserve the methods previously used by the Willow Creek Watermaster to deliver Willow Creek *natural flow* and the water injected into Willow Creek from other canals.

Willow Creek *natural flow* above Ririe Reservoir typically recedes to approximately 15 cfs or less during the middle and later parts of the irrigation season. Prior to reservoir construction, the losses in Willow Creek never exceeded the amount of *natural flow* (i.e. the stream never went dry without diversions) and the most senior Willow Creek water rights were always delivered some *natural flow* throughout the entire irrigation season. After Ririe Reservoir was constructed, Willow Creek channel losses increased from the additional water released from the reservoir. The increased losses from additional reservoir storage releases often exceed the entire amount of *natural flow* in the Willow Creek channel between the reservoir and its confluence with the Snake River.

Unlike other reaches in the water right accounting, it was decided that Willow Creek channel losses would not be solely deducted from the Willow Creek *natural flow* supply to allow for the continuation of *natural flow* delivery to Willow Creek diversions that would be unaffected by the newly constructed Ririe Reservoir. Willow Creek channel losses would be proportionally shared by: 1) *natural flow* deliveries; 2) storage water released from Ririe Reservoir; and 3) Enterprize Canal, Farmers Friend Canal, and Progressive Irrigation District water injected into Willow Creek from the Snake River.

Willow Creek diversion owners usually have a mixture of their own individual Willow Creek water rights in addition to being shareholders in the various water organizations that inject water into Willow Creek. Progressive Irrigation District's canal manager has historically been responsible for segregating the amounts of Willow Creek *natural flow* from the amounts of Snake River water injected into Willow Creek by other canals and the storage water delivered to Willow Creek and Sand Creek diversions. Therefore, water delivery to Willow Creek diversions in the water right accounting is unique from deliveries in other basins because of the exchanges that occur between the various water organizations. When Willow Creek diversions exceed their allotted amount of Willow Creek *natural flow*, the diversions are not individually charged for the storage diverted in the water right accounting. Instead, the combined amount of all storage diverted by all Willow Creek diversions except for two pumps downstream from Ririe Reservoir is charged to Progressive Irrigation District, the entity historically responsible for managing all the exchanges and storage deliveries on Willow Creek downstream from Ririe Dam.

Figure 4 illustrates the area of Willow Creek Basin extending from the USGS Willow Creek nr Tex Creek gage down to the Snake River.

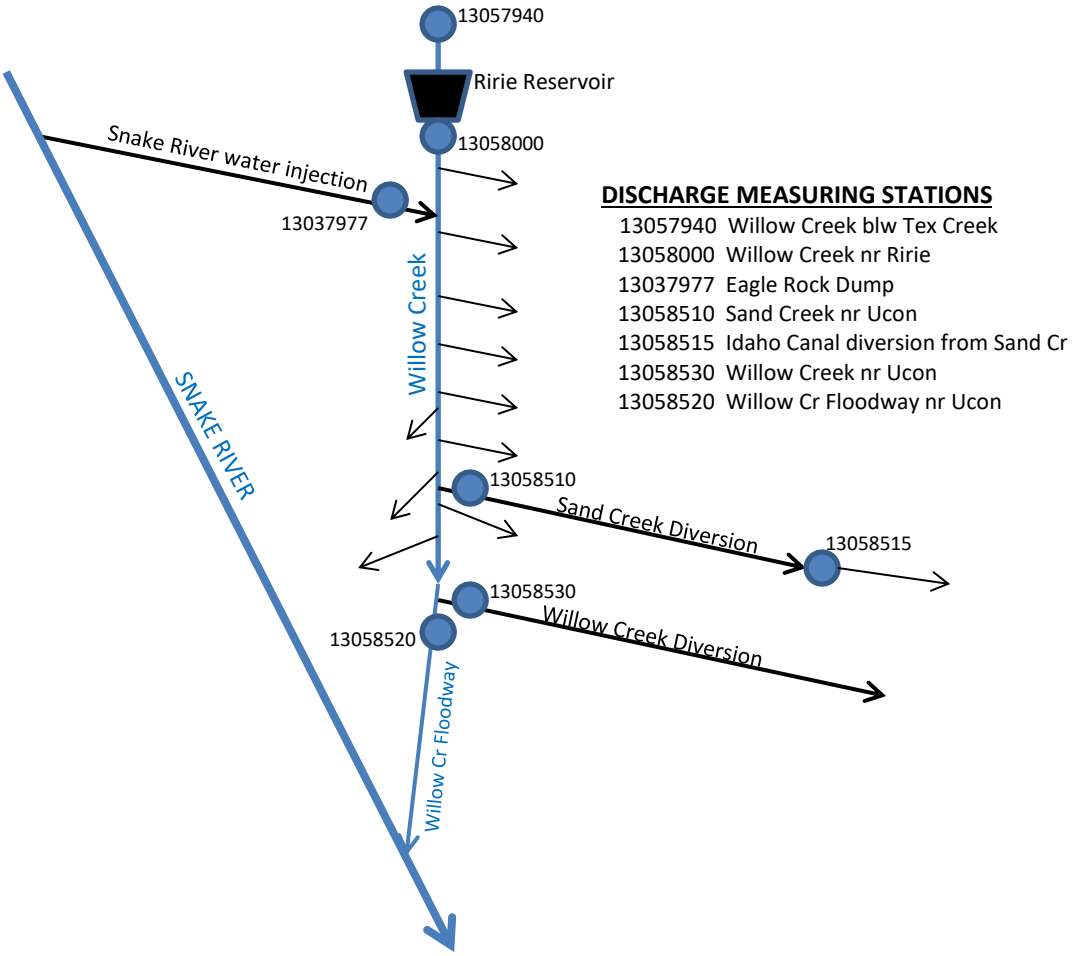


Figure 4: Lower Willow Creek Basin below USGS station 13057940.

There are two pump stations in Willow Creek immediately downstream from Ririe Reservoir (13058015 Foster Pump and 13058050 Century Holdings Pump) that have their own water rights/storage and are not part of any canal system. All the remaining irrigation pumps and canals diverting from Willow Creek between Ririe Reservoir and discharge measuring station 13058520 receive water from the various canal companies in addition to their individual water rights. *Figure 4* identifies the locations of the largest measuring stations on Willow Creek.

Two of the largest Willow Creek diversions are *13058510 Sand Creek* and *13058530 Willow Creek* diversions. These two diversions serve many additional lateral canals within the various irrigation districts and canal companies. Water District #1 does not measure lateral diversions that receive their water through stations 13058510 and 13058530. Instead, the water rights for lateral diversions below these stations are assigned to the water right accounting diversions 13058510 and 13058530. Any storage diversion at these two headgates is charged against Progressive Irrigation District's storage allocation, and Progressive Irrigation District has been responsible for regulating the pumps and canals downstream from these headgates. The one exception is the Sand Creek diversion to Idaho Canal (13058515).

For many years Water District #1 measured the discharge at diversion 13058515 because it had its own water right separate from Progressive Irrigation District. Any water delivery measured at station 13058515 was delivered to the Idaho Canal Company's water right 25-224 and any out-of-priority water at this station was deducted from Idaho Canal's storage allocation. In more recent years, Idaho Irrigation has decided it doesn't want Water District #1 to deliver any Willow/Sand Creek water to Idaho Irrigation at this point and in the past has placed its natural flow water right into the State Water Bank for preservation.

The reach gains for the Willow Creek reaches are computed using the same equation as used for other reaches in the water right accounting:

Reach Gain = Outflow – Inflow + Diversions + Change in Reservoir Storage + Reservoir Evaporation

The outflow for the *Willow Creek nr Ririe to Floodway (W3)* reach is measured at station 13058520. The inflow is the sum of the measured stations 13037977 (injection of Snake River water) and 13058000 (releases from Ririe Dam). The diversions in the equation include every pump and canal downstream from station 13058000 and ending with diversion 13058530. The water delivery to Idaho Canal (13058515) is not included as a diversion in the reach gain equation because water delivered to this point has already been included in the measured diversion 13058510.

If the reach gain for the *Ririe to Floodway (W3)* reach is positive, the reach gain is summed with the reach gain calculated for the *Willow Creek to Blw Tex Creek (W1)* reach and is distributed as *natural flow* to diversions. If the reach gain for the *Ririe to Floodway (W3)* reach is negative (a loss), the loss is assigned proportionally to the Willow Creek *natural flow*, the *stored flow* computed at the end of the upstream reach, and the water injected from the Eagle Rock Dump. For purposes of proportioning the losses to *natural flow* released below Ririe Dam, Willow Creek *natural flow* is defined as the lesser of the *actual flow* at either Willow Creek blw Tex Creek (13057940) or Willow Creek nr Ririe (13058000). The *stored flow* would be the *actual flow* at Willow Creek nr Ririe (13058000) minus the *natural flow*.

For example, if the *actual flow* at Willow Creek nr Tex Creek (13057940) was 25 cfs, the *actual flow* at Willow Creek nr Ririe (13058000) was 225 cfs, the Snake River water injected into Willow Creek (13037977) was 400 cfs, and the reach gain computed for the reach between Ririe Dam and the Willow Creek Floodway was -115 cfs, the Willow Creek *natural flow* would be 25 cfs, the *stored flow* at Willow Creek near Ririe would be 200 cfs, and the 115 cfs loss would be proportioned as follows: 4.6 cfs (4%) of the loss would be deducted from the 25 cfs available *natural flow*; 36.8 cfs (32%) would be attributed to storage loss in the channel; and 73.5 cfs (64%) of the loss would be deducted from the Snake River water injected into Willow Creek. The diversions from Willow Creek on this day would have 20.4 cfs of *natural flow* available to them plus 163.2 cfs of storage water plus 326.5 cfs from Snake River injection.

After the loss has been distributed and the amounts of water available to Willow Creek diversions have been computed, the next step is allocating the Willow Creek *natural flow* and water injected from the Snake River. If the amount of available Snake River water is less than the sum of Willow Creek diversions, the diversions are using some, or all, of the Willow Creek available *natural flow*. In this situation, the available *natural flow* is distributed to the individual diversions according to the water right amounts and priorities assigned to each diversion first. If the *natural flow* is insufficient to satisfy all diversions, the available injected Snake River water, beginning with the furthest upstream diversion in the reach, is delivered to Willow Creek diversions until all the Snake River water has been used up by Willow Creek diversions. If all diversions have been completely satisfied by Willow Creek *natural flow* and/or Snake River injected water and there is remaining unused Snake River injected water, it becomes a gain (*remaining natural flow*) at the end of the *Willow Creek nr Ririe to Floodway (W3)* reach.

If the diversions in the Willow Creek area have not been fully filled by Willow Creek natural flow and/or Snake River injection water, the remaining diversions are transported storage water. The effect of filling diversions with Snake River injected water from upstream to downstream is that storage water will be delivered first at the Willow Creek diversion (13058530) in the water right accounting. If the total storage delivered to the total diversion at station 13058530, the remaining storage will be charged to the Sand Creek diversion (13058510) up to the total amount being diverted. If the amount of storage being used exceeds both 13058530 and 13058510 diversions, the additional storage usage is charged to the Demick (13058519) diversion up to the amount it is diverting. This process continues moving upstream to each diversion until all the storage water diverted by Willow Creek diversions has been distributed. This procedure allows the storage usage to be managed so only the Willow Creek diversion (13058530) and sometimes the Sand Creek diversion (13058510) are diverting storage water, with any *remaining natural flow* or storage water flowing out the Willow Creek Floodway (13058520).

Note: Enterprize Canal and Progressive Irrigation both injected their Snake River water into Willow Creek through the Eagle Rock Dump prior to the 2024 irrigation season and operated under a private agreement to determine which parties were responsible for the Willow Creek channel losses deducted from Snake River water injected into Willow Creek and delivered to Willow Creek diversions. Beginning in 2024, Enterprize Canal will be using its newly installed pipeline to inject Enterprize water into Willow Creek instead of using the Eagle Rock Dump. Distribution of water from the Willow Creek channel may remain similar to what it was prior to 2024, with the exception that the injection of water into Willow Creek from the Enterprize pipeline will be summed with the water injected by Progressive Irrigation's Eagle Rock Dump measuring station to determine the total amount of water being injected. Any deviation from this historical practice may result in the necessity to assign specific allotments of Enterprize and Progressive injected water to each Willow Creek diversion and subtracting proportionate shares of channel losses from each canal's injection.

The reach gain in the *Blw Tex Creek to Ririe (W2)* reach that contains Ririe Reservoir tends to be negative. The negative gain (loss) has been attributed to the construction of Ririe Reservoir. Therefore, the reach gain computed for the *Blw Tex Creek to Ririe (W2)* reach is not included in the sum of the Willow Creek reaches to compute the amount of *natural flow* available to Willow Creek diversions. The reach gain in the *Blw Tex Creek to Ririe (W2)* reach is set to zero when the *natural flow* is computed and distributed in the water right accounting. The actual reach gain computed for the *Blw Tex Creek to Ririe (W2)* reach (both positive and negative daily values) are set aside and accumulated throughout the irrigation season instead of being added or deducted from the *natural flow* supply to Willow Creek diversions. If the cumulative total is negative, there is a net loss of water to the Water District #1 accounting system. If the cumulative total is positive, there is a net gain of water to the system.

The cumulative reach gain for the *Blw Tex Creek to Ririe (W2)* reach is labeled on the output of the daily water right accounting as RIRIE LOSS. Unlike other reach gains in the system, the RIRIE LOSS is not added or deducted from the *natural flow* supply distributed to diversions. Instead, the *natural flow* distributed to Willow Creek diversions is the amount of water measured at the *USGS Willow Creek below Tex Creek* gage (above Ririe Reservoir) without the loss created by Ririe Reservoir deducted from the available *natural flow* at the *Tex Creek* gage. Delivering an amount of *natural flow* that would otherwise be there without the RIRIE LOSS during the irrigation season creates an imbalance between the reservoir system storage contents and the reservoir system paper carryover resulting from the loss not being deducted from any *natural flow* or storage supply. In the past, individual storage spaceholders or reservoirs haven't been held responsible for the Willow Creek gain or loss in this reach. It may seem obvious to add the RIRIE LOSS to *Mitigation Inc.* or the Ririe Reservoir storage allocation, however, the storage physically held in Ririe Reservoir often belongs to other reservoir spaceholders or is released for flood control towards the end of the season. No attempt has been made in the past to determine the specific reservoir account from which to deduct the RIRIE LOSS.

As discussed earlier in this section, when there is a negative reach gain (loss) computed for the *Willow Creek nr Ririe to Floodway (W3)* reach, a portion of this loss is attributed to the conveyance of storage released from Ririe Reservoir. The loss in the Willow Creek channel attributed to the Ririe Reservoir storage conveyance is labeled as the WILLOW CREEK LOSS in the daily water right accounting. The WILLOW CREEK LOSS (like the RIRIE LOSS) is not deducted from specific reservoir spaceholders nor is it deducted from the *natural flow* supply. This creates an imbalance between the physical reservoir system contents and the paper carryover in the water right accounting. To correct this imbalance, the WILLOW CREEK LOSS and the RIRIE LOSS are both summed together and deducted from storage remaining in the reservoir system at the end of the year that is not contracted spaceholder carryover. This summed loss of storage has often been documented as the "Willow Creek Correction" or "Willow/Ririe Loss" in the final Storage Report.

10.8 Reservation Canal, Fort Hall Water Rights Agreement, and Mitigation Inc. storage delivery

The Reservation Canal is operated by the Bureau of Indian Affairs Fort Hall Irrigation Project. The Reservation Canal diverts Snake River water to be injected into the Blackfoot River for Blackfoot River diversions to be used in Water District #27. Historically, the Snake River water right accounting and the Blackfoot River water right accounting have been separate programs for the two different water districts. The Snake River water right delivery to Blackfoot River water users ends where water is injected from the Reservation Canal into the Blackfoot River. Blackfoot River discharges and Blackfoot River diversions are not included in the Water District #1 water right accounting program.

Figure 5 illustrates how the Reservation Canal conveys Snake River water to Water District #27 and the Blackfoot River diversions.

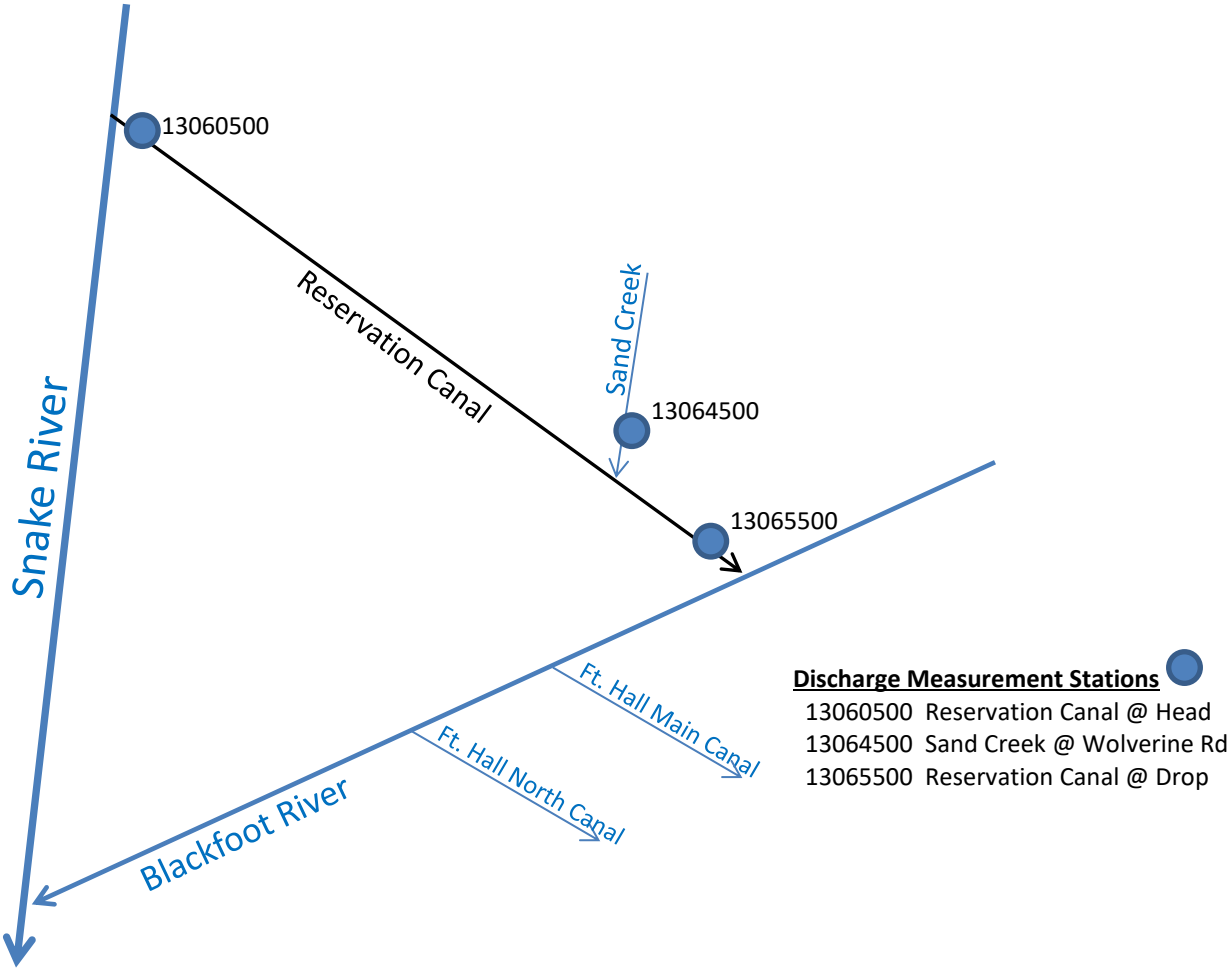


Figure 5: Illustration of Reservation Canal.

Prior to the implementation of the Snake River Basin Adjudication's *1990 Fort Hall Indian Water Rights Agreement*, the entire Fort Hall water right diverted at the head of the Reservation Canal had an 1891 priority date and the Reservation Canal was treated the same as every other diversion in the water right accounting with the diversion only being measured at the head of the canal. The *1990 Fort Hall Indian Water Rights Agreement* split the Fort Hall water right into an 1867 priority (Tribal portion for 390 cfs) and an 1891 priority (non-Tribal portion for 260 cfs). Additionally, a 100,000 acre-feet volume limitation was placed on the Tribal portion (measured at the Reservation Drop where the Reservation Canal drops into the Blackfoot River), and a 60,000 acre-feet volume limitation was placed on the non-Tribal portion measured at the head of the Reservation Canal.

In exchange for agreeing to change the Tribal water right from an 1891 priority to an 1867 priority, Snake River water users received the active storage in Ririe Reservoir and some uncontracted space in Palisades Reservoir to mitigate for the reduction of *natural flow* delivered to Water District #1 diversions resulting from the Tribal water right delivered as an 1867 priority instead of an 1891 priority. The diversions above Blackfoot potentially impacted by the delivery of the new 1867 Tribal water right formed an organization called *Mitigation Inc.* to manage the storage allocated to them in Ririe and Palisades Reservoirs as mitigation. The additional water right volume limitations and determining mitigation amounts required for the implementation of the 1867 priority portion of the Fort Hall water right necessitated some additional special calculations in the water right accounting.

There are two methodologies that could be used for mitigating the effects of changing 390 cfs of the Reservation Canal's water right from an 1891 priority to an 1867 priority:

1) Compute two different water right accountings parallel to each other. One water right accounting would represent the previous water distribution with the 390 cfs Tribal water right delivered to the Reservation Canal with an 1891 priority. The second water right accounting would have the 390 cfs delivered as an 1867 priority instead of an 1891 priority representing the water distribution according to the *1990 Fort Hall Indian Water Rights Agreement*. Some Snake River diversions would divert additional storage in the second accounting due to the additional *natural flow* delivered to the Reservation Canal. The additional storage amounts diverted by the affected Snake River canals would be equivalent to the amounts of *Mitigation Inc.* storage transferred to these canals to mitigate the effects of implementing the new 1867 priority water right in the accounting. Or,
2) Segregate the non-Tribal and Tribal water deliveries in the accounting as if they were two separate diversions for the Reservation Canal but keep the same 1891 priority for both the non-Tribal and Tribal water right deliveries. When the 1891 priority is cut in the water right accounting, *Mitigation Inc.* storage is exchanged for the 390 cfs of *natural flow* delivered to the Tribal portion of the Reservation Canal diversion.

The second methodology is currently used in the water right accounting because it results in less storage adjustments and does not require a second, parallel daily water right accounting for comparison. If the Mitigation Inc. storage allocation volume is less than the total volume needed for exchanging the 390 cfs of natural flow delivered to the Tribal water right throughout the entire season, the 1891 priority for the 390 cfs would need to be replaced with the 1867 priority in the water right accounting beginning on the day Mitigation Inc.'s storage allocation becomes exhausted, or Mitigation Inc. would otherwise need to secure an additional amount of rental storage to enable Mitigation Inc. to continue exchanging storage for the delivery of the Tribal water right with an effective 1891 priority.

The Tribal delivery (390 cfs with 1867 priority) at the head of the Reservation Canal is represented in the water right accounting as the RESERV MITIG diversion and is assigned an 1891 priority in the water right accounting. When the 1891 water right is in-priority on the Snake River, RESERV MITIG shows the amount of *natural flow* delivered to the Tribal water right at the Reservation Canal head. After the 1891 priority has been cut, RESERV MITIG shows the amount of *Mitigation Inc.* storage that has been exchanged for the water delivered to the 1867 priority Tribal water right at the head of the Reservation Canal.

The non-Tribal portion of water delivered to the head of the Reservation Canal is represented in the water right accounting as the RESERVATION diversion. The non-Tribal water rights assigned to the head of the Reservation Canal include:

- 260 cfs 1891 priority non-Tribal water right (1-10248) with a 60,000 acre-feet volume limit delivered at the head of the Reservation Canal to the Fort Hall Irrigation Project;
- 1.82 cfs 1890 priority water right (1-28D) with a 137 acre-feet volume limit delivered at the head of the Reservation Canal to a Blackfoot River water user.
- 0.6 cfs 1890 priority water right (1-28F) with a 63 acre-feet volume limit delivered at the head of the Reservation Canal to a Blackfoot River water user.

The Reservation Canal should be managed so that Snake River storage is not diverted towards the non-Tribal (RESERVATION) diversion in the water right accounting. However, when the diversion at the head of the Reservation Canal exceeds 390 cfs after the 1890 priority has been cut, or exceeds 392.42 cfs after the 1891 priority has been cut, the RESERVATION (non-Tribal) portion of the Reservation Canal diversion will be charged with diverting storage. This storage diversion (if any) is deducted from the Ft. Hall Michaud storage allocation.

The water diverted at the head of the Reservation Canal is divided between the RESERVATION and RESERV MITIG diversions in the water right accounting. The following scenarios detail how the water is delivered:

1) **<u>When the 1891 water right is in-priority and no volume limits have been met</u>**

   The first 2.42 cfs diverted at the Reservation Head is *natural flow* diverted by the RESERVATION delivered to water rights 1-28D & 1-38F. The next 260 cfs diverted at the Reservation Head is *natural flow* diverted by the RESERVATION delivered to the non-Tribal water right (1-10248). If the diversion at the Reservation Head exceeds 262.42 cfs, the amount in excess (up to 390 cfs) is assigned to the RESERV MITIG and delivered to the Tribal water right (1-10223). If the diversion at the Reservation Head exceeds 652.42 cfs, the amount exceeding 652.42 cfs is charged as a storage diversion to the RESERVATION diversion in the water right accounting.

2) **<u>When the 1891 priority has been cut, the 1890 water right is in-priority, and no volume limits have been met</u>**

   The first 2.42 cfs diverted at the Reservation Head is *natural flow* diverted by the RESERVATION and delivered to water rights 1-28D & 1-38F. The next 390 cfs diverted at the Reservation Head is *Mitigation Inc.* storage exchanged for *natural flow* diverted by RESERV MITIG and delivered to the Tribal water right (1-10223). If the diversion at the Reservation Head exceeds 392.42 cfs, the amount in excess is charged as a storage diversion to the RESERVATION diversion in the water right accounting.

3) **When both the 1890 and 1891 priorities have been cut and no volume limits have been met**

The first 390 cfs diverted at the Reservation Head is *Mitigation Inc.* storage exchanged for *natural flow* diverted by RESERV MITIG delivered to the Tribal water right (1-10223). If the diversion at the Reservation Head exceeds 390 cfs, the amount in excess is charged as a storage diversion to the RESERVATION diversion in the water right accounting.

4) **When any of the water rights have reached their volume limitations**

The amount of *natural flow* available to water rights that have reached their volume limit becomes zero. This results in the reduction of total *natural flow* that can be diverted at the head of the Reservation Canal. Any diversion by the non-Tribal water rights exceeding the amount of *natural flow* available to them, results as storage charged to the RESERVATION diversion in the water right accounting. Any diversion to the Tribal water rights at the head of the Reservation Canal after the 100,000 acre-feet volume limit has been reached also results as storage charged to the RESERVATION diversion. When volume limitations for all Tribal and non-Tribal water rights have been reached, all water diverted at the Reservation Canal Head is charged as storage diversion to the RESERVATION diversion in the water right accounting.

If the *Mitigation Inc.* storage allocation is insufficient to provide the entire volume of Tribal natural flow delivered to RESERV MITIG when the 1891 priority is not being filled, the 1891 priority assigned to the RESERV MITIG diversion in the water right accounting must be replaced with the 1867 priority on the day the *Mitigation Inc.* storage allocation becomes exhausted or, alternatively, the 1891 priority can remain assigned to the RESERV MITIG diversion in the water right accounting but *Mitigation Inc.* must supplement its storage allocation by purchasing additional rental storage sufficient to cover the entire amount of storage delivered to the RESERV MITIG diversion on days when the 1867-priorty water right is delivered to the Reservation Canal and the 1891 priority has been cut on the Snake River in the *Shelley-to-At Blackfoot Reach*.

The sequence of distributing the water at the head of the Reservation Canal to the RESERVATION and RESERV MITIG diversions in the water right accounting is based on maximizing the available amount of *natural flow* delivered through the Reservation Canal per the *1990 Fort Hall Water Rights Agreement*. The junior non-Tribal water right (1-10248) is delivered ahead of the senior Tribal water right (1-10223) because the 1891 priority usually gets cut on the Snake River prior to reaching its 60,000 acre-feet volume limit. Delivering the maximum amount of *natural flow* to the 1891 priority water right while it is in-priority maximizes the amount of *natural flow* available to the Fort Hall Irrigation Project under their water rights during the irrigation season.

The daily amount charged to the 100,000 acre-feet volume limit for the 1867 priority Tribal water right 1-10223 is calculated in the water right accounting as the daily volume of discharge measured at the Reservation Canal Drop (13065500) minus the *natural flow* and storage delivered to the RESERVATION diversion at the Reservation Head (13060500). If the computed value is less than zero, the daily value is set to zero.

The daily amount charged to the 60,000 acre-feet volume limit for the 1891 priority non-Tribal water right (1-10248) is the daily volume of *natural flow* delivered to the RESERVATION diversion in the water right accounting minus any *natural flow* delivered to water rights 1-28D & 1-28F.

The contribution of water to the Reservation Canal from Sand Creek (13064500) is included in the volume of water flowing over the Reservation Drop (13064500) and therefore is included in the volume charged towards the 100,000 acre-feet volume limit of the 1867 priority Tribal water right (1-10223). The Sand Creek volume has its own special calculation associated with it, as outlined in the next section of this manual.

10.9 Sand Creek Exchange between Ft. Hall Irrigation Project and North Side Canal

A provision in the Tribal water right 01-10223, delivered through the Reservation Canal from the Snake River to the Blackfoot River says all available inflow to the Reservation Canal upstream from the Drop, including Sand Creek, shall be counted as part of this water right delivered to the North and Main Canals on the Blackfoot River. However, if 85% of the Sand Creek water in the Reservation Canal cannot be diverted through the North and Main Canals, this portion of Sand Creek water (if reaching the Snake River) shall be delivered to North Side Canal in exchange for an equivalent amount of storage transferred from North Side Canal Company's storage allocation to meet the Tribe's Snake River diversion requirements that would have been met by the Sand Creek water. Specifics of the methodologies used to calculate the *Sand Creek Exchange* are contained in the *Blackfoot River Water Management Plan* implemented beginning in the 2014 irrigation season.

To accommodate the *Sand Creek Exchange*, the daily credit is first computed in the Basin 27 water right accounting according to the provisions of the *Blackfoot River Water Management Plan*. The daily credit is then entered into the Water District #1 water right accounting. The credit effectively reduces the reach gain in the *Below Blackfoot-to-Near Blackfoot (S13)* reach. Because there are not any diversions in this reach, the reach gain equation for the *Below Blackfoot to Near Blackfoot (S13)* reach becomes:

Reach Gain = Outflow – Inflow – Sand Creek Credit

This prevents the *Sand Creek Exchange* water from being included in the *natural flow* arising in the Snake River *Below Blackfoot to Near Blackfoot (S13)* reach and being distributed to diversions other than the North Side Canal. The volume from the cumulative *Sand Creek Credit*, similar to an exchange well in the *Below Blackfoot to Near Blackfoot (S13)* reach, can then be transferred to North Side Canal's storage allocation (as Sand Creek *natural flow* credit) with an equivalent amount of storage transferred from North Side Canal's storage allocation to the Reservation Canal. The credit computed in the *Blackfoot River Management Plan* can be transferred to the Water District #1 water right accounting up to the amount of storage used by the RESERVATION diversion at the head of the Reservation Canal after the 100,000 acre-feet volume of 01-10223 has been reached. If the 100,000 acre-feet limit of 01-10223 isn't reached, none of the *Sand Creek Credit* calculated in the *Blackfoot River Management Plan* is entered into the Snake River accounting and no exchange with North Side Canal takes place.

10.10 Great Feeder Canal (Dry Bed) water distribution

The Snake River downstream from the *USGS Snake River near Heise* gage splits into two channels. The headgates of the Great Feeder regulate the amount of water flowing down the southern channel known as the Great Feeder or Dry Bed channel of the Snake River. The remaining water not diverted through the Great Feeder headgates continues flowing down the main Snake River channel towards Lorenzo where it joins with the Henrys Fork. The Dry Bed channel reconnects with the Snake River channel in the *Menan to Near Idaho Falls (S8)* reach downstream from the confluence of the Henrys Fork with the Snake River. There are several canal and pump diversions that divert water from the Dry Bed channel. *Figure 6* is a graphical depiction of the Great Feeder (Dry Bed) channel in relation to the Snake River and Henrys Fork channels.

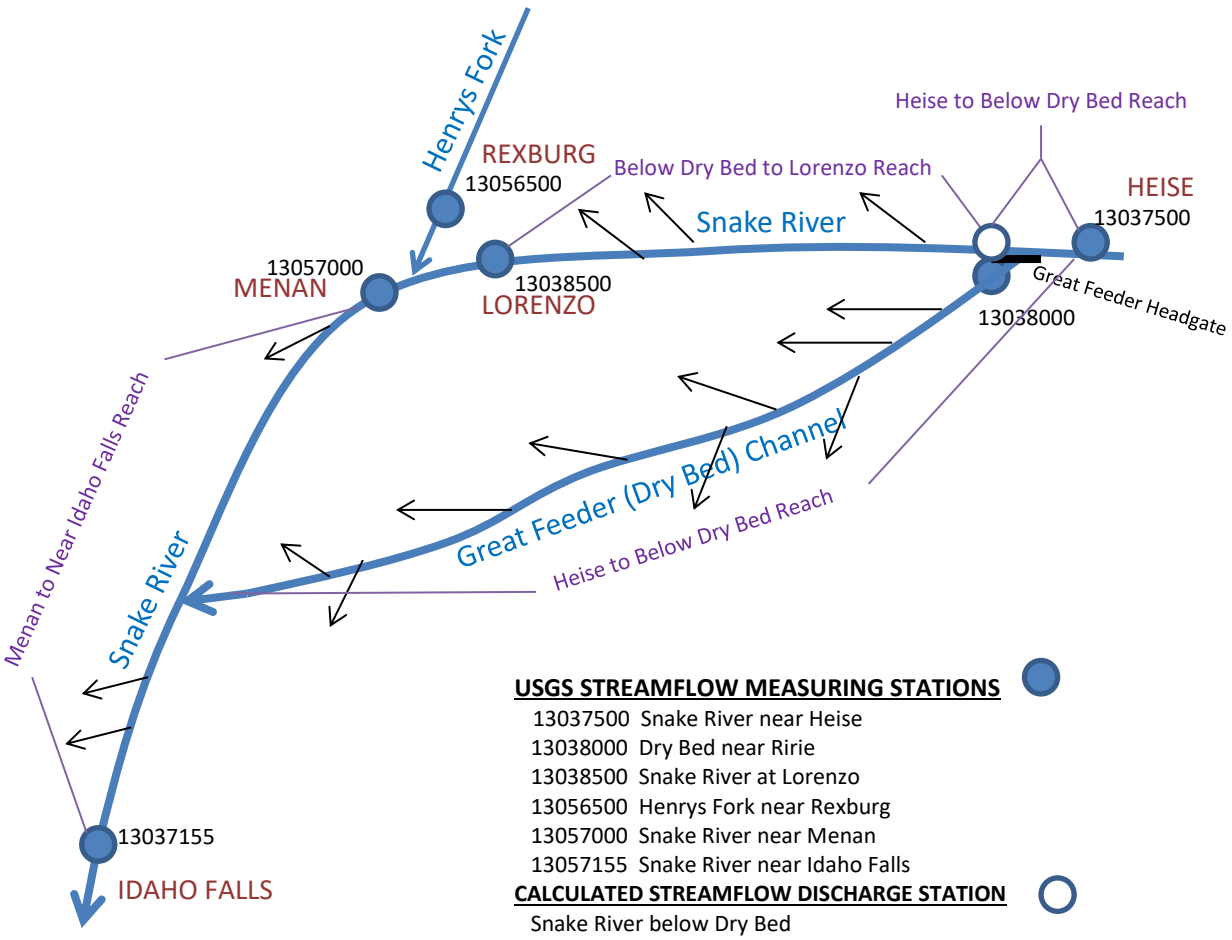


Figure 6: Great Feeder (Dry Bed) Channel of the Snake River.

A special computation for the water delivery from the Dry Bed is needed in the water right accounting to account for the gain or loss in the Dry Bed channel because a routine to handle reaches which diverge and recombine has not historically been included in the water right accounting. Water rights are not assigned to the Great Feeder headgates. *Natural flow* and storage is delivered to each canal and pump that divert water from the Dry Bed according to each diversion's individual water rights and storage allocations.

The inflow for the *Below Dry Bed to Lorenzo (S6)* reach is calculated by summing the discharge at station 13037500 (*Snake River near Heise*) with diversions between 13037500 and 13038000, and then subtracting the discharge measured at 13038000 (*Dry Bed near Ririe*) from this summed total. This results in the calculated *actual flow* in the Snake River channel immediately downstream from where the Great Feeder diverts water into the Dry Bed channel. This calculated discharge for the Snake River is used as the ***actual flow*** at the end of the *Heise to Below Dry Bed (S5)* reach and is also used as the inflow value for computing the *Below Dry Bed to Lorenzo (S6)* reach gain.

The next step in the water right accounting is to determine if the total discharge diverted by Great Feeder (Dry Bed) diversions is greater than, or less than, the discharge measured at station 13038000 (Dry Bed near Ririe) at the head of the Great Feeder (Dry Bed) channel.

- **If the discharge measured at station 13038000 (Dry Bed near Ririe) is less than the sum of all Dry Bed diversions**, the difference between the streamflow station and sum of Dry Bed diversions is a gain in the *Heise to Below Dry Bed (S5)* reach. This gain of *natural flow* is then added into the *Menan to Idaho Falls (S8)* reach gain calculation because the Dry Bed flows into that Snake River reach. None of the gain from *the Heise to Below Dry Bed* (S5) reach (i.e. a zero reach gain) is added to the *Below Dry Bed to Lorenzo (S6)* reach because the gain in the Dry Bed channel is not available to Snake River diversions upstream from the *Menan to Near Idaho Falls (S8)* reach.
- **If the discharge measured at station 13038000 (Dry Bed near Ririe) is greater than the sum of all Dry Bed diversions**, there may be a loss of water (negative reach gain) in the Dry Bed channel. The other possibility is that the amount of discharge at station 13038000 is exceeding the amount diverted by Dry Bed diversions and water is flowing out the end of the Dry Bed channel back into the main Snake River channel into the *Menan to Near Idaho Falls (S8)* reach. When the amount of discharge at station 13038000 exceeds the sum of Dry Bed diversions, the amount of exceedence is assumed to be a loss in the *Heise to Below Dry Bed (S5)* reach and is deducted from the reach gain computed for the *Menan to Near Idaho Falls (S8)* reach. None of the *Heise to Below Dry Bed (S5)* computed loss (i.e. a zero reach gain) is deducted from *natural flow* available to the *Below Dry Bed to Lorenzo (S6)* reach because the computed loss in the Dry Bed channel does not affect the total *natural flow* available to diversions in the *Below Dry Bed to Lorenzo (S6)* reach. If the reason for the discharge at station 13038000 being greater than the sum of all Dry Bed diversions is due to water flowing out the end of the Dry Bed and not because of channel loss, the water flowing out the end of the Dry Bed is included in the *Menan to Near Idaho Falls (S8)* reach gain and will offset any loss computed for the *Heise to Below Dry Bed (S5)* reach deducted from the *Menan to Near Idaho Falls (S8)* reach in the water right accounting.

10.11 Water right and storage delivery to Minidoka North Side and Minidoka South Side Canals

The Minidoka North Side Canal diverts Snake River water at Minidoka Dam to lands served by the Minidoka Irrigation District on the north side of the Snake River. The Minidoka South Side Canal diverts Snake River water at Minidoka Dam to lands served by the Minidoka and the Burley Irrigation Districts on the south side of the Snake River. Water rights owned by Minidoka Irrigation District have points of diversion for both the Minidoka North Side and South Side Canals. The Minidoka Irrigation District can divert all, or a portion of, its water rights through either North Side or South Side Canals. Water rights owned by Burley Irrigation District have their points of diversion assigned only to the South Side Canal. The Water District #1 measurement station for the Minidoka South Side Canal is near the head of the canal upstream of the Minidoka Irrigation District and Burley Irrigation District diversions from the canal.

Because the Minidoka and Burley Irrigation Districts' diversions from the South Side Canal are downstream from the Water District #1 measurement station, the split of water between the two districts cannot be determined by Water District #1 at the gaging station near the head of the South Side Canal. Therefore, the Minidoka North Side and Minidoka South Side Canals are treated as a *combined diversion* in the water right accounting for all Minidoka Irrigation District and Burley Irrigation District water rights.

When the *combined diversion* of Minidoka North Side and South Side Canals is less than the *natural flow* available to the combined Minidoka and Burley Irrigation Districts' water rights, the canals are only delivered *natural flow*. When the *combined diversion* of Minidoka North Side and South Side Canals is greater than the *natural flow* available to the combined water rights of the two districts, storage water is being diverted from the Snake River by the Minidoka Canals. A determination of the split between the two irrigation districts of storage delivered to each canal is not made in the daily water right accounting. Only the combined storage diverted by the two canals is listed in the daily water right accounting during the irrigation year. The Bureau of Reclamation sends Water District #1 the percentage split of storage used by the two irrigation districts at the end of the irrigation season. The storage usage between the two irrigation districts is documented in the final Storage Report to determine carryover storage for each of the irrigation districts at the end of the year.

10.12 Delivery of Southwest Irrigation District *water right 1-23*

Southwest Irrigation District (SWID) purchased *water right 1-23* (77.9 cfs with a 2/6/1895 priority) from Canyon View Irrigation and transferred its original point of diversion from the Aberdeen-Springfield Canal in the *Shelley to At Blackfoot* (*S11*) reach to four points of diversion in the reaches below American Falls Reservoir (*S15* and *S16*). The 1895-priority water right is typically cut mid-season in the *Shelley to At Blackfoot* reach, however, the 1895 priority has never been cut in the reaches below American Falls Reservoir. As a result, the following delivery conditions were placed on *water right 1-23* by the Idaho Department of Water Resources (IDWR) during the transfer process to prevent an expansion of the amount of water diverted by the water right during the irrigation season:

- Annual volume is limited to 6,725 acre-feet, but any water diverted prior to *Milner spill* ceasing is not counted towards the annual volume.
- Water is only delivered to *water right 1-23* when the 1895-priority water right would be filled in the *Shelley to At Blackfoot (S11)* reach.

In addition to the delivery conditions placed on the water right by the IDWR, the following delivery conditions were agreed upon by Water District #1 and SWID to facilitate administration of the *natural flow* delivery:

- Portions of *water right 1-23* to be delivered to each of the four diversions described in the water right must be designated prior to the start of diverting water at the beginning of the irrigation season.
- If the entire flow rate (77.9 cfs) was not to be delivered at the beginning of the irrigation season, SWID shall designate the amounts and time period the lesser amounts should be delivered to each diversion before delivering the full amount to diversions. Historically, Water District #1 has only allowed two different periods to be designated for the delivery.

To accommodate delivery specifications, the water rights in the water right accounting are modified each year (if necessary) to reflect the amounts of *water right 1-23* to be delivered to each diversion as designated by SWID.

The conditions imposed on the water right by IDWR require *natural flow* delivered to *water right 1-23* to be filled by gains arising upstream from the original point of diversion at the Aberdeen-Springfield Canal headgate. To accomplish this, a special computation in the water right accounting follows these steps:

1) Determine the amounts of water being diverted by each point of diversion specified for *water right 1-23*.
2) The amount of *natural flow* delivered to *water right 1-23* is limited to the amount of *1-23* flow rate assigned to the diversion or the amount of water diverted by the diversion, whichever is less.
3) Sum the potential amount of water to be delivered to the points of diversion for *water right 1-23* below Blackfoot and assign it to the SWID diversion 13061625 in the *Shelley to At Blackfoot (S11)* reach in the water right accounting.
4) When the water right accounting distributes the available *natural flow* to diversions, any *natural flow* available to be distributed to *water right 1-23* is removed from the *natural flow* available in the *Shelley to At Blackfoot (S11)* reach and is delivered to the designated diversions.

5) If *natural flow* for *water right 1-23* is delivered to diversions below Blackfoot, the *natural flow* delivered to each diversion for *water right 1-23* is subtracted from the diversion's total discharge, and the remaining diversion's discharge is distributed either *natural flow* or storage from the diversion's other water rights or the diversion's storage allocation in the reach containing the diversion below Blackfoot.
6) Any *natural flow* delivered to *water right 1-23* after *Milner spill* ceases is charged towards the water right's annual volume limit.
7) *Natural flow* is not diverted by *water right 1-23* diversions when: 1) the designated diversions below Blackfoot are off; 2) *water right 1-23* is out-of-priority in the *Shelley to At Blackfoot (S11)* reach; or 3) the *1-23* annual volume limits have been reached. When any of these things occur, *natural flow* is not removed from the *Shelley to At Blackfoot* reach to fill *water right 1-23* and no adjustments are necessary to the designated diversions below Blackfoot, i.e., the diversions below Blackfoot are delivered *natural flow* or storage from the available supply in the reaches below Blackfoot available to the canals' water rights or storage allocations.

10.13 American Falls Reservoir District #2 delivery

The American Falls Reservoir District #2 (AFRD2) *natural flow* water right has an identical priority date (March 30, 1921) as the American Falls Reservoir's storage water right. This is a unique situation because it is the only instance in the entire system whereby a canal diversion has an identical priority as a reservoir water right. This creates a problem when attempting to proportion the daily *natural flow* available to both the canal and reservoir water rights when *natural flow* is not sufficient to fill both rights.

To understand this problem, recall the situation discussed in Chapter 3 (*Distribution to Multiple Diversions with Identical Priority Dates*) where two different canals both share the same priority. The Water District #1 accounting proportions the *natural flow* available to the identical priorities depending upon the size of the two water rights and the amount of water available in the reach. For example, assume there is 3,060 cfs of *natural flow* available to two canals sharing the same March 30, 1921, priority water right, and one canal has a water right for 1,700 cfs and the other canal has a water right for 3,400 cfs. In this example, there is only enough available *natural flow* to fill 60% of the total 5,100 cfs of March 30, 1921, priority water rights, so each canal would receive a 60% fill of their water right. The canal with the 1,700 cfs water right would receive 1,020 cfs of *natural flow*, and the canal with the 3,400 cfs water right would receive 2,040 cfs of *natural flow* under their March 30, 1921, priorities.

Instead of the March 30, 1921, priority water right being shared by two canals, let's say it is shared between a canal and a reservoir having identical water right priorities. The canal has a water right for 1,700 cfs, the reservoir has a water right to store 1,700,000 acre-feet of *natural flow* (without any flow rate limitation), and the amount of *natural flow* available to the March 30, 1921, priority on this day is 3,060 cfs. How much of the 3,060 cfs should be delivered to the canal's water right on this day and how much of the 3,060 cfs should be stored to the reservoir's water right with an identical priority?

Historically, there have been several different resolutions to this problem of splitting the *natural flow* available to the March 30, 1921, water rights between AFRD2 and the American Falls Reservoir. Currently, the methodology used to proportion the *natural flow* is based on the following language carried forward from some earlier decrees to the most recent Snake River Basin Adjudication proceedings for AFRD2's *water right 1-6*:

> *The right to divert as natural flow during each irrigation season under this water right, having a March 30, 1921, priority, as follows: From May 1 of each irrigation season continuing during that season so long as there is natural flow available for that priority, the first 1,700 cubic feet per second of flow to be available one-half (1/2) to American Falls Reservoir District No. 2 and one-half (1/2) to American Falls Reservoir, except that in any year in which American Falls Reservoir is full to capacity on April 30 or fills after that date, taking into account any water that may be temporarily stored to its credit in upstream reservoirs, all water diverted by American Falls Reservoir District No. 2 within the maximum of 1,700 cubic feet per second during the year prior to the initial storage draft on American Falls Reservoir after the reservoir finally fills in that year shall be considered as natural flow under water right No. 1-6. Nothing herein shall prevent American Falls Reservoir District No. 2 from diverting water under said license prior to May 1 of a given irrigation season but all such diversions shall be charged as storage in the event the reservoir is not full on April 30 of that season or does not fill after April 30 of that season.*

This language limits the *natural flow* delivered to AFRD2 if the American Falls Reservoir water right has not yet filled when AFRD2 begins diverting water for the irrigation season. If the reservoir storage right does not fill during the season, everything diverted by AFRD2 prior to May 1st is charged as storage, and AFRD2 has a right to half of the first 1,700 cfs available to the March 30, 1921, priority after May 1st. If the reservoir right completely fills, AFRD2 has a water right to the full 1,700 cfs under the March 30, 1921, priority for the entire season so long as it does not prevent the fill of the American Falls Reservoir water right.

In hindsight, after it is known whether the American Falls Reservoir water right has filled, it is easy to determine how much *natural flow* should have been delivered to AFRD2 each day. However, during the irrigation season prior to the reservoir filling, it can be difficult to determine how to split the *natural flow* available to the March 30, 1921, priority between AFRD2 and the American Falls Reservoir water right if it is uncertain as to whether the American Falls water right will fill to 100%.

Because of the unique difficulties associated with the delivery of *natural flow* to water right 1-6, an order was issued by the Idaho Department of Water Resources Director, to the Water District #1 Watermaster, dated February 11, 2013, instructing the Watermaster how to account for the split of *natural flow* between American Falls Reservoir District #2's *water right 1-6* and the American Falls Reservoir *water right 1-2064* during the irrigation season. The distribution of *natural flow* to *water right 1-6* is based on the following three-step process:

1) The *natural flow* available under priority of March 30, 1921, shall initially be distributed to water right no. 1-6 from March 15 to November 15 on a daily basis, not to exceed the daily diversion of water by AFRD2 and not to exceed 1700 cfs. If water right no. 1-2064 fills, no subsequent adjustment to this initial accounting is necessary. If water right no. 1-2064 does not fill, the initial accounting must be adjusted as described in 2) and 3).

2) If water right no. 1-2064 does not fill, the initial accounting for water rights nos. 1-6 and 1-2064 must be adjusted as follows. Distributions to water right no. 1-6 must be limited to the period from May 1 to November 15 and to one-half (1/2) of the first 1,700 cfs of *natural flow* available under priority of March 30, 1921; and all remaining *natural flow* available under that priority is to be distributed to water right no. 1-2064. If water right no. 1-2064 does not fill under this adjusted accounting, no further accounting adjustments are necessary. If water right no. 1-2064 fills under this adjusted accounting, further adjustments to the accounting must be made, as described in 3).
3) If water right no. 1-2064 fills under the adjusted accounting described in 2), any *natural flow* available under priority of March 30, 1921, in excess of the quantity required to fill water right no. 1-2064 shall be distributed to water right no. 1-6 from March 15 to November 15 on a daily basis, not to exceed the daily diversion of water by AFRD2 and not to exceed 1,700 cfs.

Step 1 assumes the American Falls Reservoir water right will fill to 100% while AFRD2 is entitled to divert the full 1,700 cfs of its March 30, 1921, priority water right for the entire irrigation season because history has shown the American Falls Reservoir water right has filled in the majority of years. In this initial step, the water right accounting delivers the first 1,700 cfs of March 30, 1921, *natural flow* to AFRD2 when it is diverting water, and any remaining *natural flow* is delivered to the American Falls Reservoir water right if it hasn't yet filled to 100% for the year. If the American Falls water right fills to 100%, *Steps 2 and 3* are not necessary. If the American Falls Reservoir water right does not fill to 100% by the *Day of Allocation*, the water right accounting must be recomputed to distribute the *natural flow* according to *Step 2*.

Step 2 does not allow for any *natural flow* to be distributed to AFRD2 prior to May 1st in the water right accounting. Beginning May 1st, half of the first 1,700 cfs of March 30, 1921, *natural flow* is distributed to AFRD2 and half is distributed to American Falls Reservoir, with all remaining *natural flow* available under the March 30, 1921 priority distributed to American Falls Reservoir. If *Step 2* does not result in the American Falls Reservoir water right filling to 100%, *Step 3* is not necessary. If *Step 2* results in the American Falls Reservoir storage filling to 100%, *Step 3* is necessary to distribute the additional *natural flow* available to the March 30, 1921, priority water right that was not distributed in *Step 2*.

Step 3 computes the maximum amount of *natural flow* available to AFRD2 under the March 30, 1921, priority while still filling the American Falls Reservoir water right to 100%. The amount of *natural flow* received by AFRD2 would be less than the full 1,700 cfs delivered in *Step 1* because that computation resulted in American Falls Reservoir failing to fill to 100%. However, if the American Falls Reservoir water right fills in *Step 2*, that indicates there is additional *natural flow* available to the March 30, 1921, priority that was not distributed to either AFRD2 or American Falls Reservoir due to the limitations placed on AFRD2's diversion of *natural flow* in *Step 2*. *Step 3* distributes the additional *natural flow* available to AFRD2's March 30, 1921, priority without disrupting the 100% fill to the American Falls Reservoir water right. *Step 3* results in a quantity of *natural flow* delivered to AFRD2 prior to May 1st and/or *natural flow* quantities exceeding half of the first 1,700 cfs available to the March 30, 1921, priority delivered to AFRD2 after May 1st that are not essential for filling the American Falls Reservoir water right.

10.14 Milner Gooding Canal seepage loss

The hydraulics near the head of the Milner Gooding Canal are affected by the backwater created by Lake Milner and, as a result, there is not a good location near the head of the canal to establish an accurate stage-discharge relationship of water flowing through the canal headgate. Additionally, the Milner Gooding Canal conveys water to two different entities: North Side Canal Company and American Falls Reservoir District #2 (AFRD2). This creates a unique situation where there are four measuring stations installed along the first three miles of the Milner Gooding Canal to account for the water delivered by the canal to the two entities from the *Minidoka to Milner* reach in the water right accounting:

1) A-Lateral Canal (13086510 – discontinued at this time)
2) John Brune Pump (13086512)
3) North Side Crosscut Canal (13086520)
4) AFRD2 (13086530)

The North Side Crosscut and AFRD2 measuring stations are located on the Milner Gooding Canal approximately three miles from the head of the canal on the Snake River. The A-Lateral and John Brune Pump are located approximately halfway between the head of the Milner Gooding Canal and the North Side Crosscut and AFRD2 measurement stations. The A-Lateral, John Brune Pump, and North Side Crosscut Canal all deliver water to North Side Canal Company. Any remaining water in the Milner Gooding Canal flowing past the North Side Crosscut diversion is delivered to AFRD2.

Summing the four measured diversions along the first three miles of the Milner Gooding Canal would result in an underestimation of the actual diversion at the head of the canal in the *Minidoka to Milner (S16)* reach because of the seepage loss in the canal that occurs between the head of the canal and the AFRD2 measuring station. Because the seepage does not return to the Snake River above Milner Dam, the seepage loss along the first three miles of the Milner Gooding Canal has been added to the measurement stations along the canal to compute the total diversion from the Snake River at the head of the Milner Gooding Canal. This computed amount at the head of the canal (four lateral diversions plus seepage) is the amount of Milner Gooding Canal diversion used in the reach gain equation when computing the *natural flow* in the *Minidoka to Milner (S16)* reach in the water right accounting. Because the Milner Gooding Canal seepage loss upstream from the discharge measurement stations is treated as a "diversion" in the water right accounting, it must be added to one or more of the discharge measurement stations on the Milner Gooding Canal.

The seepage loss between the head of the Milner Gooding Canal and the last two measurement stations (North Side Cross-Cut and AFRD2) has been assumed to be 1.5% of the total amount measured at those two stations. Therefore, the water delivery charged to North Side Crosscut Canal and AFRD2 in the water right accounting is the amount of discharge measured at each of those stations increased by 1.5%. For example, if the discharge measured at the North Side Crosscut station (13086520) was 900 cfs and the discharge measured at the AFRD2 station (13086530) was 1,100 cfs, after adding the 1.5% seepage loss, the adjusted amount of water diverted at the head of the Milner Gooding Canal to supply the North Side Crosscut Canal in the water right accounting would be 913.7 cfs. The amount of water diverted at the head of the Milner Gooding Canal to supply AFRD2 would be 1,116.8 cfs. By increasing the amount of water reported at the two gaging stations on the Milner Gooding Canal, the loss of water between the headworks and measuring stations is charged to the two companies (North Side and AFRD2) rather than decreasing the *natural flow* (reach gain) available to other canals in the *Minidoka to Milner (S16)* reach.

10.15 Hydropower water right delivery

The City of Idaho Falls has three small run-of-the-river hydropower dams in the Snake River that raise the river level to generate hydropower as the Snake River water runs through their turbines and continues down the Snake River channel. Utah Power and Light built Ashton Dam on the Henrys Fork for the same purpose. The level of water pooled behind these dams usually does not vary, so the storage behind the dams is not evacuated and does not affect the reach gain calculation (i.e., no change in contents behind the dams).

Island Park, Palisades, American Falls, and Milner Dams contain hydropower turbines that utilize the water flowing through the dams to generate electricity. Additionally, there is a hydropower plant between the headworks and measuring station for Twin Falls Canal that discharges water back to the Snake River below Milner Dam. The amount of water flowing through this hydropower plant is added to the water measured at the USGS *Snake River at Milner* station (13087900) to compute the total "combined" amount (station 13088000) of water flowing past Milner Dam at the end of the *Minidoka to Milner (S16)* reach in the water right accounting.

All these hydropower facilities have water rights with priorities for the purpose of generating electricity, but they all have been subordinated (junior) to all irrigation water rights. They do not have the ability to "call" for any additional water to be run through their turbines than is currently in the river flowing past their dams. The water flowing through the hydropower dams is *natural flow* or *stored flow* being conveyed downstream. The water can be run through the turbines regardless of the priority currently being delivered on the river in the water right accounting because the hydropower generation is non-consumptive. The hydropower water rights may not be included in the water rights listing within the water right accounting because they do not affect the distribution of available *natural flow* to other non-hydropower diversions.

The one exception is the Minidoka Dam hydropower water rights. These hydropower *water rights 1-217 and 1-218* have not been subordinated to other water rights. They have priorities of 1909 and 1912 for a total of 2,700 cfs. These water rights have the ability to draw *natural flow* away from junior upstream water rights if the water flowing through Minidoka Dam to satisfy downstream diversion demand is less than the 2,700 cfs when the hydropower water rights are in-priority in the water right accounting.

Unlike irrigation water rights that consume and divert water away from the river, the Minidoka hydropower water rights simply use the water in the Snake River upstream from Minidoka Dam and return it to the river downstream from Minidoka Dam. Delivery to the Minidoka hydropower rights cannot take *natural flow* away from junior water rights downstream from Minidoka Dam but the hydropower water rights can sometimes take *natural flow* away from junior water rights upstream that would otherwise receive the *natural flow* if the downstream hydropower water rights did not exist, especially during the non-irrigation season when junior upstream reservoir water rights are being filled.

When diversions in the *Minidoka to Milner* (*S16*) reach exceed 2,700 cfs, there is not any need to deliver *natural flow* to the hydropower water rights at Minidoka Dam because there is at least 2,700 cfs of water flowing through the dam being conveyed to downstream diversions, completely satisfying the capacity of the hydropower turbines. However, when the downstream diversion demand is less than 2,700 cfs and the 1909 and 1912 hydropower water rights are in-priority, the hydropower water rights are entitled to delivery of up to 2,700 cfs of *natural flow* at Minidoka Dam ahead of upstream, junior water rights.

When the diversion demand below Minidoka Dam is less than 2,700 cfs (usually occurring during the non-irrigation season) the U.S. Bureau of Reclamation (USBR) can choose to release up to 2,700 cfs of water through the dam to satisfy the Minidoka hydropower water rights when the water rights are in-priority. The effect of releasing 2,700 cfs when the diversion demand below Minidoka Dam is zero reduces the *natural flow* available to upstream junior diversions in the water right accounting, including reservoir water rights. The amount of *natural flow* sufficient to match the physical release through Minidoka Dam, not to exceed 2,700 cfs, is delivered to the *Neeley to Minidoka* (*S15*) reach in the water right accounting to provide for the filling of the Minidoka hydropower water rights with *natural flow*. The amount of *natural flow* used solely for the Minidoka hydropower water rights in the water right accounting is termed *power flow*.

Power flow during the non-irrigation season results in *remaining natural flow* being released past Milner Dam when the delivery to the Minidoka hydropower water right exceeds the diversions in the *Minidoka to Milner* (*S16*) reach. There is not any need to allocate any *natural flow* for the delivery to the Minidoka hydropower water rights (*power flow*) during the irrigation season when the diversion demand in the *Minidoka to Milner* (*S16*) reach exceeds 2,700 cfs because the capacity of the Minidoka turbines can be completely satisfied by the *natural flow* and *stored flow* being conveyed downstream to diversions below Minidoka Dam.

When the Minidoka hydropower water rights are in-priority during the non-irrigation season, the *natural flow* or *power flow* delivered to fill the Minidoka hydropower water rights in the water right accounting are limited to the *actual flow* measured at the USGS *Snake River near Minidoka* station (13081500), not to exceed 2,700 cfs. When the *actual flow* at Minidoka exceeds 2,700 cfs during the non-irrigation season and is not being used by downstream diversions, the USBR is "spilling" water past Milner Dam.

10.16 Storage delivery when diversions aren't exceeding in-priority irrigation water rights

Canal diversions sometimes carry storage for other entities or carry storage for non-irrigation purposes when the canal's irrigation water rights are in priority. If the amount diverted at the canal's headgate is not exceeding its in-priority water rights, the accounting will assume all the water diverted at the canal headgate is natural flow unless information is input into the computerized accounting program to tell it to do otherwise. When a canal or pump is diverting storage for some other entity or purpose and the canal is not exceeding its in-priority water rights, the canal or pump manager is responsible for notifying the Watermaster that the canal or pump is diverting storage water rather than diverting solely natural flow towards the diversion's water rights.

For example, assume a canal only has one irrigation water right with an 1889-priority for 1,000 cfs, does not have a water right for recharge purposes, and the canal is diverting 500 cfs at its river headgate while its 1,000 cfs water right is in priority, with 50 cfs being used in the canal system for recharge and the remaining 450 cfs is being used for irrigation. Because the canal does not have a natural-flow water right for recharge, the 50 cfs diverted for recharge must be storage water. However, if the canal manager doesn't notify Water District #1 that the canal is diverting 50 cfs of storage on this day for recharge, the water right accounting will assume that the entire 500 cfs of water being diverted at the canal headgate is natural flow being delivered towards the canal's water right for irrigation on this day.

Another example occurs when a canal is carrying irrigation storage for an entity to use within the canal's delivery system when the entity doesn't own any shares in the canal or doesn't have a water right to use natural flow on the place-of-use. Assuming the canal's irrigation water rights are in priority and the total canal diversion from the river isn't exceeding the amount of the canal's in-priority water rights, the water right accounting won't charge any storage diverted by the canal unless the canal manager reports to Water District #1 the quantity of storage being delivered to the non-canal entity using the storage.

It's important for the canal manager to report the storage delivery to Water District #1 on days when the canal's river diversion isn't exceeding its in-priority water rights. Otherwise, it may result in a taking natural flow from another canal that would have otherwise received the natural flow if the storage delivery had been reported by the canal manager to Water District #1 and the water right accounting was adjusted accordingly. To prevent such a taking, Water District #1 has a resolution titled STORAGE DIVERSION REPORTING that requires diversions to report to Water District #1 when a diversion is delivering storage to entities within the canal system that are not entitled to receive natural flow. Any storage delivery reported by the canal can be entered into the daily "storage diversion" account for each diversion in the water right accounting database. Entries into the daily "storage diversion" for a canal instructs the computerized water right accounting to charge the canal with diverting at least the amount of storage reported when the water right accounting is showing that the canal's natural flow rights are in priority.

10.17 Minidoka Return Flow Credit storage adjustment

An interpretation of the *Twin Falls Canal v. Charles Foster decree*, 6/20/1913, led to the development of the Minidoka Return Flow Credit. The Minidoka Return Flow Credit was based on the concept that the reach gains in the Snake River between Neeley and Milner changed after the construction of the Minidoka Project. It was theorized that the construction of Minidoka Dam likely created new losses in the N*eeley to Minidoka (S15)* reach and the return flows from the newly constructed Minidoka Canals plus leakage from Lake Walcott likely increased gains in the *Minidoka to Milner (S16)* reach. So as not to affect the *natural flow* delivery to North Side and Twin Falls Canals, the Watermaster began making adjustments to the water right accounting by crediting the Minidoka Canals with the gains and losses between *Neeley and Milner* that were attributed to the newly constructed project.

Prior to 1978, the total net reach gains and losses occurring in the reaches *Neeley to Minidoka* (S15) and *Minidoka to Milner* (S16) when the Minidoka Project was diverting storage were credited back to the Minidoka Project instead of including the reach gains in the *natural flow* calculation and delivery to North Side and Twin Falls Canals. When the procedure for the credit was re-evaluated in 1978, only the positive gains in the *Minidoka to Milner (S16)* reach were credited back to the Minidoka Project when the project was diverting storage water, concluding that the Minidoka Project was only entitled to gains in the Snake River downstream from the Minidoka Project's storage diversion that returned to the river. Any gains in the N*eeley to Minidoka (S15)* reach after the Minidoka Project's water rights were cut, plus any losses in the two reaches between Neeley and Milner, were included in the calculation to determine the amount of natural flow to be delivered to Twin Falls and North Side Canals instead of crediting those gains and losses to the Minidoka Project.

In 2001, responding to complaints from Twin Falls Canal concerning *natural flow* computations in the *Minidoka to Milner* (*S16*) reach, the Water District #1 Watermaster determined the Minidoka Return Flow Credit was no longer needed because the increased losses created by the construction of Lake Walcott in the *Neeley to Minidoka (S15)* reach and corresponding increased gains in the *Minidoka to Milner* (*S16*) reach had subsided over time. The Watermaster recommended the credit be discontinued. The Watermaster's recommendation was appealed to the Idaho Department of Water Resources Director who directed the Watermaster to resume computing the Minidoka Return Flow Credit but, instead of crediting only the positive gains measured in the *Minidoka to Milner* (*S16*) reach, the net credit would also include the negative gains (losses) in the reach. Implementing this procedure resulted in zero return flow credit for the Minidoka Canals because there was a net loss in the *Minidoka to Milner* (*S16*) reach for the years 2001 and 2002.

Recognizing the Minidoka Canals did return some water to the *Minidoka to Milner* (*S16*) reach, an agreement was entered between Twin Falls Canal, North Side Canal, Minidoka Canals, and the Watermaster to change the water right accounting from the method previously used in 2001 and 2002, to giving credit for 25% of the discharge measured at the *Main Drain North of Heyburn* (13085065) that returned water to the Snake River. This new methodology provided for a portion of the surface return flow credited back to the Minidoka Project, isolating it from the other gains and losses in the *Minidoka to Milner* (*S16*) reach used to calculate the *natural flow* available to other diversions.

A new agreement was entered into beginning in 2007 and was referenced in the subsequent Snake River Basin Decree. The new agreement provided that North Side Canal would provide 7,750 acre-feet and Twin Falls would provide 6,750 acre-feet of storage annually to the following canals in exchange for the return-flow attributed to the Minidoka Project's irrigation practices:

- 3,370 acre-feet to Minidoka Irrigation District
- 5,130 acre-feet to Burley Irrigation District
- 1,000 acre-feet to American Falls Reservoir District #2

The new agreement alleviated the need for any special calculations previously made in the daily water right accounting. Since the agreement in 2007, none of the reach gains in the *Neeley to Minidoka* (S15) or *Minidoka to Milner* (S16) reaches have been distributed to the Minidoka Project's water rights when they were out-of-priority. The storage adjustment for the Minidoka Return Flow Credit is now made in the preliminary storage allocation and in the final Storage Report at the end of the year without any need for a special computation to distribute the *natural flow* in the daily water right accounting.

Chapter 11: WATER DISTRICT #1 RENTAL POOL

The Water District #1 Rental Pool was created to provide a vehicle for the temporary one-year transfer of storage from a spaceholder to another water user and also provide for the one-year transfer to use storage for purposes different than what is listed on the storage water right. The process of supplying storage to the Rental Pool and purchasing storage from the Rental Pool is described in the Rental Pool Procedures formulated by the Committee of Nine and approved by the Water Resources Board each year. When the term "rental" is used by itself in this chapter, it is referring to the storage either supplied to, or rented from, the Rental Pool.

Prior to 1978, there was an informal process for reservoir spaceholders, whose storage allocations exceeded their irrigation need, to supply a portion of their storage allocation to other water users facing immediate water shortages. In exchange for supplying the storage, the water user would pay the spaceholder supplying the storage a rental fee for the one-time usage of the storage. The USBR storage contracts prevented spaceholders from profiteering from their storage rentals, so the rental fees were low enough so they would cover only the spaceholder's storage operating and maintenance costs. Also, the USBR would split the rental proceeds 50-50 with the spaceholders. Rental fees fluctuated from a low of $0.17 per acre-foot (1932) to $0.50 per acre-foot (1977).

The Rental Pool Procedures were formalized in 1978 and had three principles:

- Storage leased by the Rental Pool cannot result in injury.
- Releases of stored water past Milner Dam represent the most consumptive use of Snake River water.
- Stored water in Snake River reservoirs was appropriated for irrigation purposes and therefore irrigation should have the first right to lease storage from the Rental Pool.

The Rental Pool fees and payment structure were revised in 1979. The rental price was set at $0.75 per acre-foot with $0.25 of the proceeds paid to Water District #1 for administration costs and $0.50 paid to the spaceholder supplying the storage, and it was determined that the USBR had no basis for being included in the Rental Pool payments. Also in 1979, the Idaho State Water Supply Bank was created by the Idaho Legislature and the Idaho Water Resources Board was appointed to operate it. Additional legislation provided for the appointment of local committees to facilitate the rental of stored water in local rental pools. The Idaho Water Resources Board appointed the Committee of Nine to administer the Water District #1 Rental Pool.

Initially there was no need for special computations in the daily water right accounting to distribute Rental Pool supplies or payments. Storage allocations were simply adjusted in the preliminary water right accounting during the irrigation season or the storage adjustments were made at the end of the irrigation year in the final Storage Report. As the Rental Pool procedures evolved, some changes to the water right accounting were made to accommodate the changes. The following sections arranged in chronological order highlight how the Rental Pool policies and procedures have evolved since 1979.

11.1 Rental Pool 1979-1987

All reservoir spaceholders were given the opportunity each year to supply all, a portion, or none of their storage allocations to the Rental Pool. The supplied rental storage was made available to water users (purchasers) willing to pay for the usage of the rented storage water. The storage supplied to the Rental Pool was deducted from the suppliers' storage allocations when deposited. Purchasers would contact Water District #1 (on a first come, first served basis) and rent storage when rental supplies were available. Suppliers shared proportionally in all rental proceeds. If, for example, 63% of the total storage supplied to the Rental Pool was purchased, spaceholders would be paid for 63% of the storage they supplied. Any remaining unrented storage would be returned to the spaceholder to carry over to the next year in their storage accounts. When the rental demand was less than the total supply, storage from the group of spaceholders supplying their storage prior to July 1st was rented before storage supplied by spaceholders after July 1st.

11.2 Rental Pool 1988-1993

The drought that occurred in 1987-1988 triggered a concern for the consumptive uses and demand for rental below Milner. Rental storage released past Milner Dam didn't provide any return flows and it increased the probability of the reservoir system not filling in the year following the release of rental storage out the end of the system.

Beginning in 1988, storage suppliers to the Rental Pool were given the option to designate whether their space would be made available for rentals to power purposes below Milner in addition to being made available for ag (agricultural) purposes above Milner. If a spaceholder supplied storage to the Rental Pool and it was rented for purposes below Milner, the space evacuated to provide the rental became "*last-to-fill*" in the reservoir for the following season, and for each season thereafter until the space refilled. The purpose of the *last-to-fill* procedure was to ensure the refill of the evacuated space supplied for rental below Milner did not interfere with the refill of reservoir space evacuated for purposes above Milner.

Because it was anticipated that only American Falls or Palisades spaceholders would be supplying rental for purposes below Milner, two new storage accounts were added to the water right accounting: AMER FALLS PWR and PALISADES PWR. These two new storage accounts represented the space evacuated to supply rental storage for hydropower purposes below Milner during the preceding year. For example, if the Blacksmith Canal owned 10,000 acre-feet of space in American Falls Reservoir (1921 priority), and the canal supplied 500 acre-feet of their American Falls storage allocation to the Rental Pool, which was rented by the Rental Pool to Idaho Power for hydropower purposes below Milner, the 500 acre-feet of the Blacksmith Canal's American Falls storage space rented below Milner would be removed from the regular American Falls space (1921 priority) and placed in the AMER FALLS PWR space with a 1989 priority (*last-to-fill* in American Falls Reservoir). This *last-to-fill* process protected all other water rights and spaceholders senior to a 1989 priority from being impacted by the evacuation and subsequent refilling of the 500 acre-feet of American Falls space evacuated to provide rental below Milner Dam during the previous season. A similar *last-to-fill* account PALISADES PWR was created for spaceholders that supplied their Palisades storage allocation to the Rental Pool rented for hydropower purposes below Milner Dam.

The first usage of flow augmentation rental below Milner occurred in 1993. The U.S. Bureau of Reclamation (USBR) paid the Rental Pool administrative fee to use 206,647 acre-feet of uncontracted and powerhead space in Ririe, Palisades, and Lake Walcott Reservoirs for flow augmentation below Milner Dam to satisfy the Upper Snake River's share of the 427,000 acre-feet required annually by the recent National Marine Fisheries Service Biological Opinion.

11.3 Rental Pool 1994-2002

Due to the potential for additional depletion from the Upper Snake River Basin, the price for rental storage outside the district below Milner Dam was raised to a higher price than the cost of rental storage used for irrigation. Up until 1994, the price for storage rental above and below Milner was the same. The only limitation on rental below Milner prior to 1994 was that all rental requests for irrigation above Milner must be satisfied prior to supplying rentals below Milner. This policy became known as the "**ag preference**", making certain that all ag rental requests above Milner were filled prior to providing any rental storage below Milner for hydropower purposes.

The price for rental above Milner was set at $2.95 per acre-foot in 1994. The price for rental below Milner in 1994 was raised to $8.45 per acre-foot and increased further to $10.50 per acre-foot for the years 1995-2000. Demand for irrigation rental exceeded the rental supply in dry years 1994, 2001, and 2002, so no rentals for hydropower purposes below Milner were approved in those three years. However, the USBR was allowed to use 342,187 acre-feet of its reservoir uncontracted and powerhead space for flow augmentation in 1994, paying only the Rental Pool administrative fee to the water district.

A resolution was passed at the 1995 Water District #1 Annual Meeting discontinuing the allowance for powerhead storage to be used for flow augmentation and required the USBR to pay the "below Milner" price for flow augmentation rental when a sufficient supply was available from the supplying spaceholders. A sufficient supply was available for flow augmentation rental 1995-2000, but there wasn't any rental available for purposes below Milner, including flow augmentation, in the years 2001 and 2002.

11.4 Global Rental Pool Concept - 2003

The primary concern for canal managers is to have enough water for their canals to make it through the year. Canals are more reluctant to supply a portion of their storage allocation to the Rental Pool prior to the day of maximum reservoir system contents until they are more certain of their water supply for the remainder of the year. Additionally, canals may not be willing to supply storage to the Rental Pool with a less-than-full allocation. However, if the summer is reasonably wet and diversion demand below average, canals with more storage carryover at the end of the year than originally anticipated would sometimes supply additional storage to the Rental Pool towards the end of the irrigation season.

The demand for renting storage from the Rental Pool usually comes early in the season so a supply problem sometimes occurs when spaceholders wait until the middle or later part of the year to supply storage to the Rental Pool. In the drought years of 1992, 1994, 2001, and 2002, water users with rental requests were turned away early in the season after the entire rental supply had been rented. However, canals with more carryover at the end of the season than originally anticipated probably would have contributed additional storage to the Rental Pool in those years but the demand for rentals above Milner at the end of the season dissipated when there was no longer a need for irrigation water. A pattern was recognized during these drought years whereby spaceholders were reluctant to provide any of their storage to the Rental Pool unless they were reasonably certain they would have unused storage remaining at the end of the year, especially as it pertained to storage provided for purposes below Milner Dam.

Resulting from the Rental Pool's inability to provide a reliable rental supply at the beginning of drought years, a new "Global Rental Pool" concept was proposed. The Global Rental Pool proposal was based on the following principles:

- Every spaceholder commits to supplying all, or any portion, of their remaining storage (carryover) at the end of the season to provide for water users needing (renting) additional water during the irrigation season.
- Because there is usually at least a half million acre-feet of unused storage (carryover) in the reservoirs at the end of the year, and there had always been less than a half million acre-feet of rentals each year, the rental supply should always be adequate to supply the full demand.
- Spaceholders have the ability to use their entire storage allocation for the irrigation year. If they have some storage allocation remaining (unused) at the end of the year, they would get paid for providing their unused storage (or any portion thereof) needed for the Rental Pool supply.
- Rental price would depend upon the water supply. Rental price would be high in dry years to limit demand. Rental price would be low in wet years when water is plentiful and demand for rental is less than the supply.
- Sufficient storage would be available for all willing to pay the rental price.

At first, there was lots of opposition to the idea of a Global Rental Pool. Some of the obstacles of implementing the new idea included:

- Not all spaceholders were willing to participate because some spaceholders wanted their carryover to remain available to them in case reservoirs did not refill the following year.
- Some spaceholders did not want storage rental made available for purposes below Milner.
- Some spaceholders wanted solely to rent to other specific entities through two-party leases.
- Many spaceholders did not like the idea of the Water District #1 Rental Pool having control over their unused storage allocation at the end of the year.
- There was a concern if rental supplies and rental demands became "unlimited" because it could result in dry reservoirs at the end of each year if demand matched the total supply.
- The average farmer may not be able to pay a high rental price in dry years when competing for rentals with the federal government and Idaho Power Company. Farmers generally lose when water is sold to the highest bidder.
- The process may not work well in back-to-back drought years or in a series of drought years resulting in more storage purchased than physically available, creating dry reservoirs, sedimentation problems, water delivery problems, and complaints from fisherman, recreationalists, and the public.

The 2003 Rental Pool procedures incorporated some, but not all, of the Global Rental Pool concepts. Spaceholders were petitioned at the beginning of the season for participation in the Rental Pool, agreeing to supply all, or a portion, of their anticipated carryover at the end of the year. The rental price was set at $6.00 per acre-foot and no storage was made available for rental below Milner for either power production or flow augmentation based on the anticipated short water supply for the 2003 season. Two-party private leases were permitted. By the end of the 2003 season, there was 124,751 acre-feet of irrigation rental supplied from carryover plus an additional 20,434 acre-feet of two-party leases for irrigation rental above Milner, totaling 145,185 acre-feet of rentals above Milner. All irrigation rental requests were filled for those willing to pay the $6.00 per acre-foot price or willing to enter into two-party leases.

11.5 Rental Pool - 2004

A new concept was considered for the 2004 Rental Pool Procedures. Instead of petitioning each spaceholder at the beginning of the year for the amount of their carryover (if they had any) at the end of the year to supply to the Rental Pool, the storage available to the Rental Pool would be supplied by the first new reservoir accrual that filled the reservoirs at the end of the irrigation season. This "*late season fill*" that usually begins in October is the first storage to accrue to reservoir accounts for the upcoming irrigation season. The *late season fill* would be provided to the Rental Pool creating a supply for rental using the following steps:

1) When storage rental is purchased and used in the current season without deducting it from any spaceholder storage allocation or carryover, it creates a temporary deficit between the physical reservoir system contents and the spaceholder carryover shown in the water right accounting.
2) The first new reservoir fill/accrual for the next season, sometimes occurring as early as September and continuing through October and November, would be used to reconcile the deficit between accounting carryover and physical system contents created by the earlier rental storage usage during the irrigation season.

If the reservoir system filled 100% by the *Day of Allocation* subsequent to using the *late season fill* to provide for the previous year's rentals, spaceholders would receive money for renting their reservoir system storage without seeing any reductions to their storage allocations. If the reservoir system did not completely fill in the year following the rentals, spaceholders would still be paid money for renting their storage but some spaceholders' allocations would likely be "impacted" by the usage of the reservoir fill in the previous September, October, and November that otherwise would have accumulated to the spaceholders storage allocations prior to the *Day of Allocation*.

Initially, the idea of supplying the Rental Pool with storage that accrued to the reservoirs in September, October, and November was accepted but the idea of calculating "*impacts*" to spaceholders' unfilled space in 2005 as a result of supplying 2004 rentals was rejected. The Committee of Nine also set the following criteria for rentals in 2004:

- 50,000 acre-feet would be supplied from *late season fill* for irrigation purposes at a rental price of $9.60 per acre-foot.
- Spaceholders could opt to have their 2004 storage allocation reduced by 3% to provide for flow augmentation purposes below Milner and paid a price of $14.55 per acre-foot supplied. A total of 46,417 acre-feet was eventually provided by willing spaceholders and released past Milner for this purpose.
- Two-party leases for purposes above Milner were permitted. A total of 63,325 acre-feet were eventually rented through two-party leases.
- Spaceholders could opt to have their 2004 storage allocations reduced by any amount they agreed to supply to the Rental Pool for irrigation rentals above Milner, like the process that existed prior to 2003. A total of 52,784 acre-feet of storage was rented from this supply.

After the 2004 season was completed, the Committee of Nine realized there was an oversight in the initial 2004 Rental Pool procedures they had created earlier in the year. Monies were collected for the 50,000 acre-feet supplied by the *late season fill* but no method was outlined in the Rental Pool Procedures to pay the collected proceeds to spaceholders. As a result, the Committee of Nine reversed their earlier decision, and directed the Watermaster to compute the *impacts* to spaceholders whose 2005 storage allocations were impacted by the rental of the 50,000 acre-feet and to pay those impacted spaceholders all the proceeds collected for the 50,000 acre-feet of rental. The Committee of Nine agreed to compute *impacts* to unfilled spaceholders for the 50,000 acre-feet supply but they did not want *impacts* computed resulting from 46,417 acre-feet rented below Milner, 63,325 acre-feet rented for two-party leases, and 52,784 acre-feet rented from spaceholder allocations for purposes above Milner.

11.6 Rental Pool 2005-2019

The following concepts were incorporated into the Rental Pool Procedures beginning in 2005 and remained in the procedures for several years:

- Spaceholders were given the choice to participate or not to participate in the Rental Pool.
- 55,000 acre-feet of the Rental Pool (Common Pool) supply for uses above Milner were made available from the *late season fill* supply.
- A variable amount, ranging from 0 to 205,000 acre-feet, of the Rental Pool (Common Pool) supply for flow augmentation below Milner was made available from the *late season fill*. The amount supplied for flow augmentation varied depending on each year's November 1st reservoir contents and the April 1st runoff forecast, unless otherwise increased by the Committee of Nine. Amounts required for flow augmentation are summarized in the rainbow-colored chart (Table 1) contained in the Rental Pool Procedures.
- Two-party leases for uses above Milner were allowed and were not a part of the Common Pool supply, but the space evacuated to supply the leases became *last-to-fill* in the reservoir system for one year.

- The Common Pool rental price varied depending on the water supply. There was a higher rental price for short water years and lower rental price for plentiful water years.
- A portion of the rental proceeds collected from Common Pool rentals were paid to all participating spaceholders.
- A portion of the rental proceeds collected from the Common Pool rentals were set aside to pay spaceholders when their storage allocations were impacted (lessened) from the previous year's rentals.
- Spaceholders that choose not to participate in the Rental Pool did not receive any rental pool payments, could not supply any of their storage allocation for rental, could not be a supplier for a two-party private lease, and any *impacts* to their storage allocation resulting from Common Pool rentals were mitigated by supplying them storage from the Rental Pool supply to offset the *impacts* to their storage allocations.

Between 2005 and 2019, there were a few provisions added to the Rental Pool Procedures to allow an increased amount of storage assigned to the Rental Pool under certain circumstances:

- *Flow augmentation extraordinary circumstances:* The amount of Common Pool storage provided for flow augmentation may be increased by the Committee of Nine to an amount greater than described in the rainbow-colored chart (Table 1) if the Committee determined that extraordinary circumstances justified a change in the amount of storage made available for flow augmentation.
- *Assignments to the Common Pool*: Participating spaceholders can "assign" amounts of their storage allocation to increase the supply available to renters from the Rental Pool when the 55,000 acre-feet Common Pool supply had been depleted. The rental price collected for assigned storage would be paid to the assigning spaceholders, but the assigning spaceholder's space evacuated to provide the rental becomes *last-to-fill* space for one year like the procedure for two-party leases.
- *Supplemental Pool*: Spaceholders can assign a portion of their storage allocation for rental below Milner in good water years when the Committee of Nine allows for a *Supplemental Pool* to provide rental storage to Idaho Power. The rental price collected for *Supplemental Pool* rentals are paid to the spaceholders providing storage to the *Supplemental Pool*, but the space evacuated to provide the rental becomes *last-to-fill* space. Unlike the *last-to-fill* space for two-party leases and assigned storage, space evacuated for the *Supplemental Pool* becomes *last-to-fill* until the system completely refills, which could last for two or more consecutive years.
- *Equitable Adjustment Storage*: Rental Pool storage can be provided to the Shoshone-Bannock Tribe in accordance with the terms of the *Blackfoot River Equitable Adjustment Settlement Agreement*.
- *Additional Quantities*: In the event requests from participants impacted from the prior year's rentals exceed 50,000 acre-feet, the 50,000 AF Large Common Pool supply shall be increased to satisfy the requests from impacted spaceholders, not to exceed the amount of impact.

11.7 Rental Pool 2020-2023

Beginning in 2019 there were growing concerns for the ever-increasing demands on the Water District #1 Rental Pool each year to provide for mitigating the effects of new water uses, additional groundwater development, and for providing supplemental storage water to other basins or water districts outside the historical boundaries of Water District #1. One of the original purposes of the Water District #1 Rental Pool was to provide a vehicle whereby Water District #1 spaceholders with surplus storage water could rent their surplus storage to be used by other Water District #1 water users that were facing curtailments and short water supplies. These rentals decreased the likelihood of crop losses to existing water rights within Water District #1 and reduced Water District #1 regulation costs.

Increased emphasis on regulation by the Idaho Department of Water Resources led to increasing demands on the Water District #1 Rental Pool from groundwater users and other water users outside the historical areas served by Water District #1. Water users outside the boundaries of Water District #1 began seeking use of water from Water District #1 reservoirs to mitigate for their out-of-priority water usage in other districts. To protect existing Water District #1 spaceholders and water users, the Committee of Nine began exploring ways to limit Water District #1 storage rentals from new uses and to restrict storage rentals in areas that haven't been historically served by Water District #1.

In 2020, the Rental Pool Procedures provided that any rentals or leases delivered to diversions in basins not regulated by Water District #1 would require an approved exchange application from the Idaho Department of Water Resources prior to Water District #1 allowing the transfer and delivery of rental storage from Water District #1 to another district. In 2021, the requirement for an approved exchange application was removed, however, it was made clear that responsibility for reporting and regulating diversions in districts outside of Water District #1 were the responsibility of Watermasters in those other districts. A new *Assignment Pool* section was created in the Rental Pool Procedures beginning in 2021 to allow Water District #1 reservoir spaceholders to specify portions of their storage allocations available for storage rentals to diversions in other water districts.

In 2022, a new *Extraordinary Circumstances Pool* section was added to the Rental Pool Procedures. In previous years when the Bureau of Reclamation was seeking additional supplies for flow augmentation rental exceeding the amount supplied by the rainbow-colored chart (Table 1), the Committee of Nine would determine the additional quantity (if any) of Common Pool storage that would be supplied under the *Extraordinary Circumstance* provision in the Common Pool section of the Rental Pool Procedures. The new *Extraordinary Circumstance* section added in 2022 separated the methodology for supplying *Extraordinary Circumstance* storage from the Common Pool to a process similar to the one used to supply the *Supplemental Pool*, whereby participants willing to supply the additional storage for flow augmentation are petitioned to specify how much of their storage allocation may be used for the *Extraordinary Circumstance Pool* supply.

By the time the water district's annual meeting arrived in March 2022, it appeared there would be a short water supply for the upcoming season resulting from low reservoir levels, a very low snowpack, and spaceholders couldn't agree on how the previous year's 2021 Common Pool rentals would be supplied in addition to the upcoming 2022 Common Pool rentals. Some junior spaceholders didn't want to be responsible for supplying the entire Common Pool rentals, and some senior spaceholders didn't want to be responsible for supplying any *Large Pool* rentals.

Once it was realized zero flow augmentation rental wouldn't be required from the Common Pool in 2022 because of a poor forecasted water supply, a compromise was eventually reached by water users whereby the 216,304 acre-feet of Common Pool rentals that occurred in 2021 would be supplied proportionally from each participating spaceholder's 2022 reservoir fill, zero acre-feet would be made available for *Large Pool* rentals, and up to 5,000 acre-feet would be supplied for *Small Pool* rentals.

The Rental Pool Procedures approved in 2023 continued having all participating spaceholders supplying their proportional share of Common Pool rentals delivered the previous year. The proportional shares are based on the amount of Common Pool rentals supplied the previous year and the total reservoir yield allocated to participating spaceholders in the current year. For example, if participating spaceholders are allocated a total storage yield of 4,000,0000 acre-feet in 2023 and there was a total of 5,000 acre-feet of Common Pool rentals in 2022, each participating spaceholder would have their 2023 storage fill allocation reduced by 0.13% to supply the 5,000 acre-feet of Common Pool rentals that occurred in 2022. This assumes no excess water will be spilled past Milner in 2023. If excess water spills past Milner, no reductions to spaceholder storage allocations will occur for supplying the previous year's Common Pool rentals.

11.8 Rental Pool Impacts

Impacts to a spaceholder's storage allocation can occur when other spaceholders evacuate their storage allocation to supply two-party leases, *Assignment Pool*, *Supplemental* Pool, and the *Extraordinary Circumstances Pool* when the evacuated space refills under its regular priority in the following year. Therefore, the space evacuated to supply these leases is placed in the reservoir system's *last-to-fill* space after evacuation to prevent any impact on other spaceholder reservoir fill in the following year.

Prior to 2022, space evacuated to supply **Common Pool** rentals had an impact on the following year's spaceholder storage allocations when the reservoir system failed to completely fill or when excess water failed to spill past Milner in the year following the Common Pool rentals. For example, let's assume there were 45,000 acre-feet of Common Pool rentals for purposes above Milner plus 150,000 acre-feet of rentals for flow augmentation below Milner. Also, assume all 195,000 acre-feet have been used by renters prior to the end of September. This will result in a 195,000 acre-feet deficit when comparing the physical reservoir system contents to the total system spaceholder carryover at the end of the irrigation year. The physical reservoir system contents will be 195,000 acre-feet less than spaceholder carryover in the water right accounting because the Common Pool storage rented and used during the irrigation season wasn't deducted from any spaceholders' storage allocations issued on the *Day of Allocation* of the year the rental storage was used.

To reconcile the 195,000 acre-feet difference between physical contents and spaceholder carryover caused by the Common Pool rental at the end of the irrigation season, the first 195,000 acre-feet of reservoir accrual that would have otherwise accrued to reservoir accounts in September, October, and/or November was used to backfill the space previously evacuated during the season for rentals. If the reservoir system failed to fill in the year following the rentals, there would be up to 195,000 acre-feet of *impacts* to spaceholders' storage allocations resulting from using (renting) the 195,000 acre-feet of storage during the previous irrigation year. "Impacted spaceholders" were spaceholders that received smaller storage allocations than they otherwise would have received if the initial 195,000 acre-feet of reservoir fill at the end of the previous irrigation year had not been used to supply the Common Pool rentals.

There haven't been any differences between physical reservoir contents and spaceholder carryover caused by storage supplied for private leases, storage assignments, and *Supplemental Pool* rentals since 2004 because those rentals have always been deducted from the suppliers' storage allocations in the year the rental storage was used. The evacuated space for these types of rentals then became *last-to-fill* space in the reservoir system following the rental to prevent any *impacts* to other spaceholders when the evacuated space refilled in the subsequent year.

Prior to 2022, to compute which spaceholders' storage allocations were impacted from reducing the year's initial storage accrual to satisfy the previous year's Common Pool rentals, a second parallel water right accounting was computed immediately following the *Day of Allocation*. The parallel water right accounting was calculated without reducing the initial fill for the previous year's Common Pool rentals, as if the rentals had never occurred. When the storage accrual for the second accounting without the reduction for the previous year's rentals was compared to the storage accrual with the reduction in the first accounting, the spaceholders that otherwise would have received a greater storage allocation if it had not been for Common Pool rentals, were spaceholders whose storage allocations were impacted.

Beginning in 2022, instead of using the first reservoir storage accrual for the upcoming irrigation season to balance the physical contents with spaceholder carryover at the end of the irrigation year, the imbalance caused by the Common Pool rentals that occurred during the irrigation season remained unchanged until the following year's Day of Allocation. If excess water hadn't spilled past Milner prior to the Day of Allocation, all spaceholders participating in the Rental Pool process would have their storage allocations reduced proportionally to supply the Common Pool rentals and balance the storage allocated with the physical reservoir system contents on the Day of Allocation.

For example, let's say during the irrigation season there were 150,000 acre-feet of flow augmentation rental in addition to 50,000 acre-feet of Common Pool rentals above Milner. At the end of the irrigation year, the physical carryover in the reservoir system will be 200,000 acre-feet less than the carryover held on paper in the water right accounting. The 200,000 acre-feet discrepancy between physical contents and paper accrual will remain throughout the winter and spring. When the Day of Allocation arrives, zero water has spilled past Milner, and the reservoir system is short of physically filling, spaceholders participating in the rental pool process will have their storage allocations reduced downwards to the amount necessary to balance physical contents with paper accrual on the Day of Allocation. The amount of reduction to participant storage allocations will then be placed in *last-to-fill* reservoir system space in the subsequent year to prevent any impacts to non-participating spaceholder allocations when, or if, the *last-to-fill* space refills.

If the reservoir system completely fills in the year following the Common Pool rentals, or storage spills past Milner Dam prior to the Day of Allocation, there wouldn't be any necessity to reduce storage allocations resulting from the previous year's use of Common Pool rentals because the previous year's Common Pool rentals had no effect on the maximum fill of the reservoir system in the current year.

The inherent risk of "borrowing" the supply for the Common Pool rental (including flow augmentation rental) ahead of when that storage physically accrues to the reservoir system is that it could dry up the reservoir system if spaceholders don't carry over an amount from their storage allocations exceeding Common Pool rentals occurring during the year. The practice of "borrowing" the Common Pool rental ahead of the following year's storage accrual worked well from 2005-2023. The borrowing was decreased somewhat with the rental procedures adopted in 2022-2023 that removed the rental supply for large Common Pool rentals. However, the new procedures did not eliminate the risk of borrowing for other Common Pool supplies. Time will tell if this will be an acceptable risk to maintain for future years.

11.9 Last-to-fill space

The *last-to-fill* concept was first introduced into the Rental Pool Procedures in 1988. There was a concern that storage rented for purposes below Milner could significantly impact the fill of the reservoirs because of the fully consumptive aspect of storage released out the end of the system past Milner Dam. When a spaceholder was paid for storage they supplied for rental below Milner 1988-2002, an amount of the spaceholder's reservoir space equivalent to the amount rented below Milner was assigned a priority junior to all other water rights in the water right accounting (e.g. 12/31/1999). The space remained in *last-to-fill* until it filled, which sometimes took more than one year during a period of consecutive drought years. Once filled, the space would move back into the regular water right priority space in the reservoir.

For example, if a spaceholder designated 1,500 acre-feet of their Palisades space made available to Idaho Power through the Rental Pool for purposes below Milner, 1,500 acre-feet of the spaceholder's Palisades space (previously with a 1939 priority) was treated as having a 1999 priority so the fill of the space evacuated for rental could not occur until after all other 1939-priority space in Palisades Reservoir was 100% full. The same procedure applied to spaceholders renting their American Falls storage for hydropower purposes below Milner. The 1921-priority American Falls space designated for hydropower rental below Milner was treated as having a 1999 priority in American Falls Reservoir in the year(s) following the rental until the *last-to-fill* space filled. Because the American Falls Reservoir water right was senior to the Palisades Reservoir water right, the American Falls *last-to-fill* space was assigned a *last-to-fill* priority one day earlier than the Palisades *last-to-fill* priority. This sometimes resulted in the American Falls *last-to-fill* spaceholders receiving some new accrual or filling to 100% while the Palisades *last-to-fill* spaceholders received zero new accrual in the same year. When a spaceholder's *last-to-fill* space filled, it was moved back into the regular Palisades (1939 priority) or American Falls (1921 priority) space from which it originated.

In 2004, the procedures for supplying storage to the Rental Pool for purposes below Milner were changed, and the concept of *last-to-fill* was eliminated from the Rental Pool Procedures for that year. Beginning in 2005, a new *last-to-fill* procedure was implemented which was quite different than the procedures used 1988 through 2003. Storage provided from the Common Pool for rental below Milner was no longer subject to *last-to-fill*. Instead, the *impacts* to spaceholder allocations were computed for the year following the Common Pool rentals and the new procedures provided for a payment system to attempt to "make whole" the impacted spaceholders. The effects of renting Common Pool storage for purposes below Milner (flow augmentation and hydropower) are more consumptive than rentals for irrigation above Milner, however, the *impacts* for all Common Pool rentals were treated similar and were limited to affecting reservoir fill and allocation for one year.

It was also recognized beginning in 2005 that two-party leases could impact the fill of other spaceholders in the year following the lease. The concern was that spaceholders in senior reservoirs could receive money by leasing all of their surplus storage remaining in those reservoirs at the end of the year, but the true impact of the leases would be passed to junior spaceholders when the reservoir system failed to fill in the year following the leases. To protect other spaceholders, or to provide mitigation when the reservoir system did not fill, spaceholders choosing to lease their storage to a second party were required to have their evacuated space placed in the reservoir system's *last-to-fill* space in the year following the lease.

This new *last-to-fill* requirement beginning in 2005 differed in a few ways from the *last-to-fill* requirement that existed prior to 2004:

- *Last-to-fill* required for two-party leases above Milner beginning in 2005. No *last-to-fill* was required prior to 2004 for any rentals used above Milner.
- Beginning in 2005, *last-to-fill* required for only one year following a two-party lease. *Last-to-fill* prior to 2004 was *last-to-fill* until the space filled, which could last for more than one year during periods of consecutive drought years. (Note: The *last-to-fill* prior to 2004 only applied to rentals <u>below</u> Milner and did not apply to rentals above Milner.)
- *Last-to-fill* beginning in 2005 was *last-to-fill* in the reservoir system, with one *last-to-fill* priority for all spaceholders. *Last-to-fill* space prior to 2004 was assigned a junior priority in each individual reservoir and spaceholders in different reservoirs received different *last-to-fill* priorities and sometimes received differing amounts of fill in their *last-to-fill* space.

There was a post-2005 debate discussing whether *last-to-fill* for leases <u>above</u> Milner should be *last-to-fill* for only one year or until the *last-to-fill* space filled, which could take multiple years in consecutive drought years. The Committee of Nine decided that the *last-to-fill* requirement would only be for one year. There were two major reasons why *last-to-fill* for private leases and rental assignments above Milner were limited to only one year following the rentals:

- Irrigation rentals above Milner may not be entirely 100% consumptive because some water may return to the Snake River or reservoir system following the rental. Therefore, requiring *last-to-fill* for rentals above Milner to be for more than one year could result in too strict of a requirement to prevent *impacts* to other spaceholder storage allocations.
- *Impacts* from Common Pool rentals have been limited to computing *impacts* for only one year following the rental. There was not sufficient reason to require mitigation for two-party leases and rental assignments above Milner to be more stringent than for Common Pool rentals that often include rentals below Milner.

Beginning in 2012, a provision was added to the Rental Pool Procedures allowing participating spaceholders to contribute a portion of their storage allocation to a *Supplemental Pool* when all rental requests above Milner have been filled and Idaho Power is requesting rental below Milner, as approved by the Committee of Nine. The *Supplemental Pool* was created to allow rentals below Milner to Idaho Power in good water years when surplus storage was available and the demand for rentals above Milner was satisfied. Spaceholders evacuating space to provide rentals to the *Supplemental Pool* have their space moved to *last-to-fill* in the reservoir system for the year following the rental. The *last-to-fill* space for *Supplemental Pool* rentals shall be junior to all other spaceholder *last-to-fill* space resulting from private leases and assignments. The *last-to-fill* space for storage rented through the *Supplemental Pool* remains in *last-to-fill* space until filled, which could last for more than one year during a period of consecutive drought years.

In subsequent years, along with the additions of the new *Assignment Pool* and *Extraordinary Circumstances Pool*, it was determined there was a need to prioritize various levels of *last-to-fill* space if a situation ever occurred whereby the *last-to-fill* space partially filled in the system. In that situation, space evacuated for *Common Pool* rentals would be the first to fill ahead of all other *last-to-fill* space. Secondly, space evacuated to supply the *Assignment Pool*, *Extraordinary Circumstance Pool*, Idaho Water Resource Board rental, and private-lease rental would fill ahead of all other remaining space in *last-to-fill* space. Thirdly, Bureau of Reclamation uncontracted space would fill ahead of all other remaining space in *last-to-fill* space. Fourthly, space evacuated to supply the *Supplemental Pool* would fill ahead of all other remaining space in *last-to-fill*. Lastly, Bureau of Reclamation powerhead space evacuated for flow augmentation below Milner would be the last space to fill in *last-to-fill* space.

11.10 Reservoir assignment of last-to-fill space

When a spaceholder has storage accounts in multiple reservoirs and provides storage through the Rental Pool for a two-party lease, *Assignment Pool*, *Supplemental Pool,* or *Extraordinary Circumstances* rental, the reservoir space that becomes *last-to-fill* is the last storage space evacuated by the spaceholder at the end of the irrigation year. The rational for this method is that, if the lease or rental had not occurred, the spaceholder would have had more storage in their reservoir accounts at the end of the year. When a spaceholder reduces carryover in their reservoir account at the end of the year from supplying a rental that occurred earlier in the year, it creates a potential impact to other spaceholders when that evacuated space refills under the reservoir priority in the year following the lease. Therefore, the reservoir space that has less carryover than it otherwise would have had absent the lease (or rental) occurring during the year becomes the reservoir space that becomes *last-to-fill* in the system for the following year.

For example, let's assume a spaceholder has three reservoir accounts (American Falls, Palisades, and Jackson) and has 5,000 acre-feet of storage allocated in each reservoir at the beginning of the season, i.e., a total storage allocation of 15,000 acre-feet. During the irrigation season the spaceholder's canal uses 12,000 acre-feet from its storage allocation and leases an additional 2,000 acre-feet to another party. Because of the sequence used to evacuate storage, the entire amount of the spaceholder's American Falls and Palisades storage has been used and the spaceholder will have 1,000 acre-feet of carryover in Jackson at the end of the irrigation year (see *Determination of Reservoir Carryover for Spaceholders with Multiple Reservoir Allocations* in *Chapter 9*). If the 2,000 acre-feet had not been leased by the spaceholder, the spaceholder's carryover in Jackson would have been 3,000 acre-feet instead of 1,000 acre-feet. Therefore, in the year following the lease, 2,000 acre-feet of the spaceholder's Jackson space would be placed in *last-to-fill* space.

Another example would be, if the same spaceholder had 5,000 acre-feet allocated in each of the three reservoirs, but the spaceholder's canal only used 1,000 acre-feet plus the 2,000 acre-feet leased to another party. This scenario would have resulted in the spaceholder having 2,000 acre-feet of carryover in American Falls, 5,000 acre-feet of carryover in Palisades, and 5,000 acre-feet of carryover in Jackson. If the 2,000 acre-feet had not been leased by the spaceholder, the spaceholder's carryover in American Falls would have been 4,000 acre-feet instead of 2,000 acre-feet. Therefore, in this scenario, the 2,000 acre-feet evacuated to provide storage for the two-party lease was American Falls space that would become *last-to-fill* space in the year following the lease.

The reservoir space that becomes *last-to-fill* is the spaceholder's space that ended up being evacuated at the end of the irrigation season resulting from providing storage for the two-party lease, *Assignment Pool*, *Supplemental Pool,* or *Extraordinary Circumstances Pool*. The spaceholder cannot choose which reservoir space becomes *last-to-fill*. The reservoir space that becomes *last-to-fill* is determined by the allocation to the spaceholder's various reservoir accounts and the amount of spaceholder storage used and rented during the entire irrigation year. This method provides that the space evacuated as a result of the spaceholder's leased rental becomes *last-to-fill* in the system so the fill of that evacuated space in the subsequent year does not affect or impact the fill of other reservoir system spaceholders.

There is not a water right specifically for *last-to-fill* in the water right accounting. The *last-to-fill* space (RENTAL LTF) in the water right accounting is comprised of space from multiple reservoir water rights whose storage allocations were used to supply rental to other water users in the previous year. The priority for the space in RENTAL LTF in the water right accounting is simply changed from the original reservoir priority to a junior priority so fill in RENTAL LTF space follows the fill of other (non-*last-to-fill*) spaceholders.

Palisades Dam was chosen as the point-of-diversion for the *last-to-fill* space in the water right accounting for several years, however, the accounting process was changed beginning in 2018 to remove the possibility of the water right accounting allowing accrual to the reservoir system's *last-to-fill* space ahead of fill to earlier priority water rights in the system. Also, the process used prior to 2018 allowed for accrual into the Palisades Reservoir storage account exceeding the physical capacity of the Palisades Reservoir. Moving the reservoir system's *last-to-fill* accrual to be included in the ADDT'L STORED account (comprised of the storage in the basin that didn't accrue to a reservoir water right in the daily water right accounting) eliminated both of those problems.

11.11 Last-to-fill priorities

Leases of storage can be supplied from various categories of reservoir space for purposes above and below Milner Dam. Spaceholder contracted storage is leased through the *Common Pool* and *Assignment Pool* for purposes above and below Milner, leased through *Private Leases* for purposes above Milner, and is leased through the *Supplemental Pool* and *Extraordinary Circumstances Pool* for purposes below Milner. USBR uncontracted storage and Palisades Powerhead storage is leased for flow augmentation purposes below Milner. IWRB contracted storage is leased below Milner Dam for mitigating minimum flows at Murphy.

The question arises as to whether all of these leases should share in the same *last-to-fill* priority when the space evacuated to supply a lease is filled in the year following the lease…..or….should there be a sequence of filling *last-to-fill* space so that some categories of *last-to-fill* space fills ahead of other *last-to-fill* categories or suppliers. While there have been various methodologies over the years to determine *last-to-fill* priorities for different categories of space leased through the rental pool, the answer to the question was more clearly addressed beginning with the *2019 Water District 1 Rental Pool Procedures*. The sequence of last-to-fill priorities to prevent impacts to spaceholders from leases are outlined under Rule 7.0 of the Rental Pool Procedures.

If the reservoir system completely fills in the year following the rentals, or storage spills past Milner Dam prior to the Day of Allocation, it is assumed there are not any *impacts* to spaceholder allocations from the previous year's rentals and *last-to-fill* priorities are not necessary to prevent impacts to spaceholder allocations from the previous year's leases.

11.12 Distribution of monies collected from rentals

Distribution of monies collected for storage rentals is mostly financial accounting, but it also involves water right accounting because the amount of storage fill, allocation, and impact all determine the amount of money paid to each participating spaceholder. All participating spaceholders share in the rental price proceeds collected for Common Pool rentals, including flow augmentation rentals below Milner that are supplied by the Common Pool. The proportionate share of the monies paid to each participating spaceholder has depended on the amount of space owned, the allocation or fill of their space, and the amount of impact to that space resulting from the rentals supplied the previous year.

The idea of the Common Pool is to provide rental storage for irrigation rentals and flow augmentation rentals from all participating spaceholders each year. The storage supplied to the Common Pool is not deducted from any spaceholder allocations during the year of the rental but, because the supply is provided from the following season's reservoir accrual, the rental has the potential to decrease the amount of storage allocated to some (impacted) spaceholders in the year following the Common Pool rental if the reservoir system doesn't completely fill in the following year.

The Committee of Nine debated whether to pay all the proceeds collected from Common Pool rentals to all participating spaceholders ….or….pay all the proceeds collected for Common Pool rentals to only those spaceholders impacted by the rentals from the previous year. A compromise was initially reached whereby 70% of the rental price collected from Common Pool rentals would be paid to all participating spaceholders with 30% of the rental price set aside in an "*Impact Fund*" to pay impacted spaceholders when *impacts* to their storage allocations occurred in the year following the rentals.

The Committee also debated whether or not to pay the 70% of rental proceeds to all participating spaceholders prorated on the space owned ….or….prorated based on the fill of the space held by each spaceholder. The final decision was to pay half of the 70% of monies collected for Common Pool rentals, prorated on the amount of space owned by the spaceholder and pay the other half of the 70% prorated on the amount of fill in that space allocated to spaceholders in the preliminary water right accounting.

The remaining 30% of rental proceeds were deposited in the *Impact Fund*. Spaceholders whose preliminary storage allocations were impacted by the previous year's rentals were paid from the *Impact Fund* an amount of money in addition to the payment received for space and fill. Impact payments to impacted spaceholders were based on the premise of paying the rental price to impacted spaceholders from the *Impact Fund* so that they could either chose to keep the money or use it to purchase rental storage to mitigate for the impact to their storage allocations from the previous year's rentals. If there wasn't enough money in the *Impact Fund* to pay impacted spaceholders the full rental price without exhausting more than half of the monies in the *Impact Fund*, impacted spaceholders received less than the full rental price as an impact payment so as not to completely exhaust the fund.

The equation for distributing Common Pool monies to participants changed in 2022 so that 100% of the monies collected from Common Pool rentals during the previous year were distributed according to the proportionate share of storage supplied by each participant spaceholder to satisfy the previous year's Common Pool rentals.

The monies paid for two-party leases, *Assignment Pool*, *Supplemental Pool,* and *Extraordinary Pool* rentals are not included in the Common Pool monies distributed to all participating spaceholders. The spaceholders that supply non-Common Pool rental keep the entire rental price paid by the renters to the suppliers, excepting any administrative or Idaho Water Resource Board fees. Because the amount supplied for these rentals can be immediately deducted from the supplying spaceholder's allocation and placed in the RENTAL LTF (*last-to-fill)* space for the following year, the evacuation of this space cannot impact other spaceholder storage allocations in the year following the rentals.

Please refer to the most recent Water District #1 Rental Pool Procedures (www.waterdistrict1.com) for the current rental practices and payment methodologies.

Chapter 12: PRELIMINARY vs. FINAL WATER RIGHT ACCOUNTING

The accounting year begins on December 1st and signals the start of a new water right accounting to distribute water for the new year. The "preliminary" accounting cannot begin for the current year until the "final" water right accounting has been completed for the previous accounting year. The difference between **preliminary** and **final** water right accounting is the accuracy of the data and thoroughness of the data review. The **preliminary** water right accounting contains preliminary data that is the best data available for near real-time accounting and distribution of water during the irrigation season. The **final** water right accounting occurs after the irrigation season has ended when all the preliminary data collected during the accounting year has been thoroughly reviewed for correctness and completeness.

Data input requirements for the water right accounting include all the data necessary to compute the reach gains (*natural flow*) and any other special computation needed for distribution of *natural flow* and storage water. These include:

- 24-hour averaged discharges for each canal diversion, pump diversion, and exchange well
- 24-hour averaged discharges for each river gaging station
- 24-hour change in reservoir contents
- Daily reservoir evaporation data
- Rental Pool storage supplies and purchases
- Updates to water-right listings, including new water rights and transfers

12.1 Canal diversion data

The preliminary diversion data is collected for each day of the accounting year for each diversion using two primary methods: Downloading 24-hour averaged canal discharge from telemetry stations or by obtaining a single instantaneous canal gage height collected once a day by Water District #1 gage readers and then converting it into a daily discharge.

Most of the larger canals in Water District #1 have telemetry stations whereby the station records the canal gage-height every 15 minutes and then calculates the discharge by using a weir equation or stage-discharge (rating) relationship for each 15-minute gage reading. At the end of the day, all 96 of the 15-minute computed discharges are averaged and the single daily averaged reading for the previous day is transmitted to the Water District #1 office to be included in the preliminary water right accounting.

Some canals do not have telemetry but do have continuous stage-recorders or pressure transducers that store 15-minute gage-height data until the data is downloaded and averaged for the 24-hour period at some point in the future. Water District #1 gage readers visit these canals once per day during the irrigation season to record one instantaneous gage height for the canal that can be used to estimate the 24-hour discharge for the preliminary water right accounting until the continuous stage recorder or pressure transducer data can be retrieved and reviewed later in the season to determine a more representative and accurate 24-hour averaged discharge for the canal.

If a canal has a broad-crested weir and telemetry, the preliminary data collected from the daily transmissions for canals are fairly accurate and usually do not change between preliminary and final accounting unless a problem is discovered with the recorded data. One of the problems that can occur (but happens infrequently) is the measuring tape connecting the stilling-well float to the data collection platform's shaft encoder can slip, causing inaccurately recorded gage heights. Another problem that can occur is when there is "electronic drift" in the data collection platform or perhaps a nearby lightning strike disables the telemetry equipment, preventing it from transmitting an accurate discharge value or no value at all. Water District #1 personnel visit these sites periodically to make sure the actual gage heights correlate to the gage readings recorded by the electronic equipment. However, there are times when the telemetry equipment malfunctions, transmitting inaccurate data into the preliminary water right accounting that goes undetected until the end of the season when it is reviewed and finalized.

Canals with rated measuring sections (without weirs) typically experience changes in water velocity as moss and vegetation grows in the canal during the summer leading to imprecise discharge estimates in the preliminary water right accounting between discharge measurements. Canal discharges in these canals are measured with a flowmeter approximately every three to four weeks. The only day the discharge is known with certainty is on the day the canal is measured with a flowmeter. Between discharge measurements, the canal's daily discharges are estimated using the daily gage reading, the canal's rating table, and the "*shift*" to the canal's rating table based on the previous discharge measurement. When a new canal discharge measurement is performed, a new *shift* to the rating table is computed, and the previously estimated preliminary daily discharges are interpolated back to the previous measurement *shift*. The previously recorded daily discharges are replaced with the more accurate recalculated discharges in the water right accounting. Historically, the recalculating and replacement of daily canal discharges typically occurred at the end of the season but, in more recent years, the practice has occurred as near as possible to receiving new measurement data from the hydrographers, resulting in a revision of the diversion data periodically during the season instead of waiting until the end of the season.

The gage reader telephones the Water District #1 Office to report the daily gage-height readings in addition to recording them in their daily record books each day. The water district staff records the information relayed by telephone and uses it to calculate the preliminary discharges input into the daily preliminary water right accounting. Occasionally, transcription errors occur during this process resulting in an inaccurate canal discharge being entered into the daily accounting. At some point later in the irrigation season, the monthly gage-reading books submitted by the gage readers at the end of each month are checked against the data previously entered into the preliminary water right accounting. If a transcription error is discovered, the previously entered diversion data is corrected in the water right accounting.

At the end of the year after all preliminary diversion data has been entered into the accounting, the preliminary accounting has been thoroughly reviewed to make certain that all errors caused by equipment malfunction have been corrected, once-a-day gage readings have been replaced with 24-hour averaged data (when available), measurement *shift* interpolations have been performed, and any transcription errors have been corrected, the corrected data replaces the preliminary canal data initially used in the preliminary water right accounting and becomes "finalized" at the end of the season after it has all been reviewed.

12.2 USGS streamflow data

The river discharge data entered into the water right accounting to determine *natural* and *stored flow* in each river reach is provided by the U.S. Geologic Survey (USGS). All USGS stream gaging stations have rated sections similar to canals that do not have broad-crested weirs. The reported discharge is based on an initial gage-height reading used to calculate the estimated discharge using a rating equation or stage-discharge relationship. This stage-discharge relationship sometimes *shifts* from the rating equation when moss or vegetation grows in the river channel and slows water velocities. *Shifts* can also occur when channel geometry changes resulting from channel scour or deposition.

To evaluate any *shifting* to rating equations, the USGS periodically uses flowmeters (approximately once every 6 weeks) to measure the discharge at the streamflow stations. If a *shift* in the stage-discharge relationship is discovered following the measurement, the USGS revises the daily discharge data previously reported to the water district since the previous measurement. When the discharges are revised by the USGS, the discharges previously input into the preliminary water right accounting are also revised by the water district. Additionally, at the end of the irrigation year, the USGS and Water District #1 do a thorough review of the preliminary streamflow data previously reported during the irrigation season and any errors discovered due to equipment malfunction or other discrepancies missed during the irrigation year are corrected by the USGS. This "final" USGS streamflow data replaces all previous preliminary streamflow data used during the irrigation season.

12.3 Pump diversion data

Most pump diversion data is not collected each day during the irrigation season and entered into the preliminary water right accounting because of the additional staffing that would be required to collect the data for each pump each day. The total amount of volume diverted by most pumps is small as compared to the volume of water diverted by canals, and small pump diversions usually do not significantly affect priorities delivered to diversions in the preliminary water right accounting. Data for large pumping facilities on the Snake River and its tributaries (e.g. Willow Creek and Teton River Canyon) that can significantly affect *natural flow* deliveries on those sources are collected and entered into the preliminary water right accounting on a daily basis during the irrigation season.

Water District #1 collects flow meter and power meter readings from small pumps approximately once a month during the irrigation season. The monthly volumes diverted by these pumps are calculated from the flow meter and power meter data collected. In addition, pump owners are sent pump cards to complete and return to the water district at the end of each month. The pump cards indicate the hours and amounts of water pumped each day. The returned pump cards are evaluated for accuracy by comparing them to monthly volume readings collected by Water District #1. A daily record of discharge diversion is then computed using the collected data and is entered into the water right accounting. During the irrigation season, especially in drought years, a preliminary value of estimated diversion for each pump may be entered into the water right accounting and later replaced with a more accurate value after monthly readings and pump card data have been evaluated later in the year. In most years, the small-pump data is compiled and entered into the water right accounting at the end of the irrigation season.

12.4 Reservoir data and reach gains analysis

Water elevation levels are reported each day for each reservoir in the water right accounting and converted to acre-feet contents before being downloaded into the preliminary accounting. Reservoir content inaccuracies can be caused by reservoir gage malfunctions or can be caused by wind either blowing against or away from the reservoir's water elevation gage. Wind blowing across the surface of a reservoir can cause over-estimations or under-estimations of the 24-hour change in contents depending on wind speed and direction. Changes in reservoir content (midnight to midnight) can also be affected by imprecise water travel times and gaging response times as inflows and outflows from the reservoir are increasing or decreasing.

Reservoir content inaccuracies caused by gage malfunctions can sometimes be quickly recognized and can be corrected in the preliminary water right accounting when discovered. Recognizing inaccuracies resulting from changing inflows and outflows, wind effects, and some other types of gage malfunctions are not as easily recognizable and often do not get corrected until the data is thoroughly reviewed at the end of the season. Reservoir content inaccuracies are most recognizable after all preliminary canal, pump, and streamflow data have been reviewed and finalized.

After all diversion and streamflow data have been reviewed and finalized, a reach gains analysis is performed calculating the daily reach gain for each reach using the finalized diversion and finalized streamflow data, along with the preliminary reservoir data for the entire year without any *gain averaging*. Anomalies in the daily reach gains can sometimes point to reservoir content inaccuracies. When these inaccuracies are discovered using this analysis, the reservoir contents are corrected.

For example, if there is an uncharacteristically large daily reach gain peak followed by an uncharacteristically large peak loss of reach gain the next day in a reach containing a reservoir, and the inflow, outflow, diversion, and evaporation for the two days remains relatively steady, the fluctuation in gain/loss over the two-day period is most likely caused by an inaccurate reservoir content reported during midnight between the two days of calculated reach gain. As a result of this analysis the midnight reservoir content is corrected to a more accurate value that eliminates the sudden fluctuation that cannot be explained by any change in streamflow, diversion, or evaporation data.

The reach gains analysis can also point to remaining diversion and streamflow inaccuracies that were overlooked in the initial review. Inaccurate diversion data discovered in the analysis are corrected by Water District #1. Inaccuracies attributed to streamflow are sent to the USGS for re-review and possible correction. If the USGS makes corrections to their streamflow data based on their re-review, the revised streamflow data is entered in the water right accounting, and the reach gains are recalculated. If the USGS does not make corrections, the streamflow data is not changed and the fluctuations in reach gains (that cannot be explained by either errors in diversion or reservoir data) remain in the final water right accounting. The reach gain analysis is the final step in the data review process before computing the final water right accounting.

12.5 Timeline for final water right accounting

While Water District #1 is compiling and finalizing the daily records for small pump diversions and reviewing all other preliminary diversion data at the end of the irrigation season, the USGS is finalizing all its streamflow data collected during the irrigation year and usually submits its finalized data to Water District #1 sometime in January. A reach gain analysis is then performed with the finalized data. Any inaccuracies discovered in the reservoir and diversion data are corrected by Water District #1. Any apparent inaccuracies in streamflow data are sent back to the USGS for additional review. After the USGS completes its review and makes any additional corrections, the finalized diversion, streamflow, and reservoir data now replaces all the preliminary data previously contained in the water right accounting, usually occurring sometime in February.

Storage allocations are recomputed using the same process that was used to allocate storage in the preliminary accounting except that the final accounting data is used in place of the preliminary data. Evaporation estimates used earlier in the preliminary water right accounting are replaced with the final calculated evaporation that occurred during the season. The **final** Storage Report is prepared including all storage rentals and adjustments combined with the final storage allocations and final storage uses from the final water right accounting. This process is usually completed by early March. After the **final** water right accounting for the previous irrigation year has been completed approximately in March, the **preliminary** water right accounting can begin to be computed for the current irrigation year.

12.6 Differences between preliminary and final accounting

The **preliminary** water right accounting contains the best data available to distribute *natural flow* and storage water in Water District #1 as the irrigation season is occurring. The **final** water right accounting contains the most accurate record of water diverted, stored, and distributed looking back at the irrigation year after all the data has been thoroughly reviewed and corrected. Ideally, the results from the two accountings would be identical. However, because data collection and data review during the irrigation season is limited, more often is the case that some storage usage and carryover by diversions will change between the preliminary and final water right accounting.

A canal's storage usage will obviously change when a canal's daily diversion data is either increased or decreased from preliminary to final accounting if the canal was diverting water out-of-priority during the period of correction. For example, if a canal was diverting 1,263 cfs on August 27th in the preliminary accounting and was using 965 cfs of storage, and the canal's diversion was corrected to 1,363 cfs in the final accounting, it's likely the canal's August 27th storage usage would increase to approximately 1,065 cfs (an increase of 100 cfs) resulting from the data correction in the final water right accounting.

The reason is less apparent when a canal's storage usage increases by 100 cfs from preliminary to final accounting on August 27th but the canal's diversion does not change between the preliminary and final accounting. In this case, the canal's storage usage can only increase in the final accounting because there was 100 cfs less *natural flow* available to the canal's water right in the final accounting as compared to the *natural flow* that was available to the water right in the preliminary accounting. The decrease in *natural flow* can be caused by changes to the USGS streamflow data, reservoir data, and/or changes to other diversion data between the preliminary and final accounting that resulted in decreasing the *natural flow* available to the diversion on August 27th.

When USGS data changes, it affects the *natural flow* computed by the reach gain equation:

Reach Gain = Outflow – Inflow + Diversions + Chng in Resv Content + Evap

For example, assume the preliminary data for the reach outflow (streamflow) was 4,385 cfs, the inflow (streamflow) was 3,684 cfs, the reach diversions were 645 cfs, the change in reservoir content was 250 cfs, and the evaporation was 52 cfs. This data results in a preliminary reach gain or *natural flow* of 1,648 cfs. Also assume after this *natural flow* is distributed, the canal is diverting a total of 940 cfs on August 27th and 540 cfs of the total is (in-priority) *natural flow* and 400 cfs of the total is being diverted (out-of-priority) as storage usage. In other words, 57.4% of the canal's *natural flow* water right is being filled with the available *natural flow*.

Assuming the USGS corrects its streamflow data for the outflow station at the end of the season from 4,385 cfs (preliminary accounting) to 4,285 cfs (final accounting) without any of the other data changing in the reach gain equation, this would result in a 100 cfs decrease in reach gain after entering the corrected USGS discharge value into the reach gain equation. The reduction in *natural flow* could reduce the filling of the canal's *natural flow* right from 57.4% (preliminary) to 46.8% (final accounting). The final accounting with the corrected USGS streamflow data would show the canal's diversion of 940 cfs on August 27th was comprised of 440 cfs of *natural flow* and 500 cfs of storage diversion in the final accounting, whereas it was comprised of 540 cfs of *natural flow* and 400 cfs of storage diversion in the preliminary accounting. The storage usage by the canal went up by 100 cfs between the preliminary and final accounting without changing the amount of water diverted by the canal.

A decrease in *natural flow* does not necessarily mean every canal will divert additional storage. For example, if a portion of the 1905 water right was being filled on August 27th in the preliminary accounting but, because of a correction to the reach gain data in the final accounting, only a portion of the 1903 water right was being filled on that day, only canals diverting the 1903 and 1905 water rights would likely be affected by the change. Canals diverting the 1900 priority water right on August 27th wouldn't be impacted because their water right was being entirely filled both before and after the correction between the preliminary water right accounting and the final water right accounting in this example.

Chapter 13: WATER DISTRICT #1 BILLING AND ASSESSMENTS

After the final water right accounting has been completed, Water District #1 assesses its costs of measurement and regulation to the water users within the district. All diversions in the water right accounting are assessed for the water they diverted, including both *natural flow* and storage water for the entire irrigation year. Water users in other areas regulated by Water District #1 (i.e., outside the area of the water right accounting) are also assessed for their water usage. If a canal or pump is measured on a regular schedule, they are usually billed "directly" from the Water District #1 office for their diversion after the final water right accounting has been completed. If a canal has not organized into a formal canal company, irrigation district, or water users association, each individual landowner within the water right's place-of-use served by the diversion is assessed for the water district costs.

The assessments are prorated based on the annual amount of water diverted by the canal or pump as compared to the total amount diverted by all diversions in the water district. For example, if a canal diverted 34,996 ac-ft of water during the irrigation year, the total amount diverted by all diversions in the district was 8,138,694 ac-ft, and the total water district costs were $987,462, the canal would be assessed 0.43% (34,996 / 8,138,694 = 0.0043) of the total districts costs, resulting in an assessment to the canal of $4,246.

A minimum assessment amount is determined each year in a resolution passed by water users at the Water District #1 annual meeting. If the pro-rata formula used in the previous example results in an assessment of less than the minimum amount, the water user is assessed the minimum amount. Water users with diversions that are not measured on a regular basis are also sent assessments for the minimum amount because precise annual volumes diverted by those diversions cannot be calculated.

Water users that are assessed "directly" are water users that are mailed their water district assessment directly from the Water District #1 office. Some water users are billed through the county instead of being billed directly by Water District #1. There are currently three counties that collect Water District #1 assessments though their county tax rolls: Bonneville, Fremont, and Teton Counties. Water District #1 provides the three counties with a list of water rights and their appurtenant land parcels that were not included in the direct billing. Single-ownership diversions measured on a regular basis are usually billed directly by Water District #1. Irrigation diversions in Bonneville, Fremont, and Teton Counties with multiple ownerships, and diversions that are not measured on a regular basis, have their minimum assessments collected through the counties. Property owners in these counties served by diversions with multiple ownerships that don't have canal companies or water users associations established to manage the diversions are each sent assessments for the minimum amount.

EXHIBIT 4

Partial Decree Associated with Water Right No. 01-2068

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

2ND **AMENDED**

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
) Water Right 01-02068

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
FEB 2 8 2020
By _____ Clerk
Deputy Clerk

NAME AND ADDRESS: UNITED STATES OF AMERICA
BUREAU OF RECLAMATION
REGIONAL DIRECTOR PN CODE-3100
1150 N CURTIS RD STE 100
BOISE, ID 83706-1234

SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

QUANTITY: 940400.00 AFY

Total reservoir active capacity is 1,200,000 acre feet when filled to elevation 5620 and measured at the upstream face of the dam.
Water right nos. 01-2068, 01-10043, 01-10621A and 01-10621B are limited to the total combined annual diversion volume necessary to allocate a total of 1,200,000 acre-feet of irrigation storage water per year to the consumers or users of the irrigation storage water.

RECEIVED
MAR 0 2 2020
DEPARTMENT OF WATER RESOURCES

PRIORITY DATE: 07/28/1939

The United States, after consultation with the Watermaster and the Water District 1 Advisory Committee, may release stored water from Jackson Lake and Palisades reservoirs for the maintenance of power production at Palisades Dam powerplant and may store such water in American Falls Reservoir. The release of such water will be confined, however, when it appears to the Secretary that American Falls, Palisades, and Jackson Lake reservoirs will fail to fill, to not more than 1,000 cfs for minimum firm power production and that amount which can be stored in American Falls Reservoir; and no such release shall be made that will preclude the later delivery of water, by exchange or otherwise, to the upper valley entities entitled thereto. "Upper valley entities" shall mean those reservoir spaceholders diverting from the Snake River and its tributaries above American Falls Dam.

POINT OF DIVERSION: T01S R45E S17 SENE Within Bonneville County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation Storage	01-01 TO 12-31	940400.00 AFY
Irrigation from Storage	03-15 TO 11-15	940400.00 AFY
Power Storage	01-01 TO 12-31	940400.00 AFY
Power from Storage	01-01 TO 12-31	940400.00 AFY

PLACE OF USE:

Place of use for irrigation from storage is within the following counties: Fremont, Madison, Jefferson, Bonneville, Bingham, Bannock, Power, Minidoka, Cassia, Lincoln, Jerome, Twin Falls, Gooding, Teton, and Elmore.
Place of use for storage is Palisades Reservoir, provided, however, that water under this right may be temporarily held in the unoccupied space of any of the reservoirs upstream of Milner Dam, located at township 10S, range 21E, sections 28 and 29, when determined by the Water District 01 Watermaster (as supervised by the Director of the Department of Water Resources), the Water District 01 advisory committee, and the United States Bureau of Reclamation that such temporary storage will

PLACE OF USE (continued)

maximize the storage of water upstream of Milner Dam.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

1. The name of the United States of America acting through the Bureau of Reclamation appears in the Name and Address section of this partial decree. However, as a matter of Idaho Constitutional and Statutory Law, title to the use of the water is held by the consumers or users of the water. The irrigation organizations act on behalf of the consumers or users to administer the use of the water for the landowners in the quantities and/or percentages specified in the contracts between the Bureau of Reclamation and the irrigation organizations for the benefit of the landowners entitled to receive distribution of this water from the respective irrigation organizations. The interest of the consumers or users of the water is appurtenant to the lands within the boundaries of or served by such irrigation organizations, and that interest is derived from law and is not based exclusively on the contracts between the Bureau of Reclamation and the irrigation organizations.
2. The allocation of storage to federal contractors and the location of that storage, including carryover storage, in the reservoir system shall be determined by the United States Bureau of Reclamation pursuant to federal reclamation law and contracts entered into between the United States and federal contractors. The Water District 01 Watermaster (as supervised by the Director of the Department of Water Resources) shall distribute the stored water in accordance with allocation instructions from the United States Bureau of Reclamation. "Reservoir system" shall mean all Federal reservoirs on the Snake River and its tributaries down to and including Lake Walcott, which store water for distribution pursuant to water right nos. 1-219, 1-2064, 1-2068, 1-4055, 1-10042, 1-10043, 1-10044, 1-10045, 1-10620, 1-10621A, 1-10621B, 1-10622, 1-10623, 21-2156, 21-4155, 21-10560, 21-13161, 21-13194, 25-7004, 25-14413A and 25-14413B.
3. This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
4. The operation, use and administration of this water right is subject to the terms and conditions of the Settlement Agreement signed on February 14, 2006 with Minidoka Irrigation District, Burley Irrigation District, Twin Falls Canal Company, North Side Canal Company and American Falls Reservoir District #2.
5. This decree does not alter, amend, or modify the contracts entered into between the various federal contractors and the United States Bureau of Reclamation, as amended, including but not limited to the contractual storage exchanges, in connection with the Palisades project and the Minidoka project, which contracts remain binding among the parties.
6. September 15th shall begin the annual period for water right accounting in the Upper Snake River Basin upstream of Milner Dam. The September 15th beginning date for this annual period is known as the "reset date" for reservoir volumes. The "reset date" allows previously satisfied reservoir water right volumes to begin filling again for the next annual storage volume period. The annual storage volume period will extend from September 15th to the following September 14th. Consistent with Section 8.3 of the 1990 Fort Hall Indian Water Rights Agreement, nothing in this provision is intended to impact the rights described and administered pursuant to that Section.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS

OTHER PROVISIONS (continued)

NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Eric J. Wildman
Presiding Judge of the
Snake River Basin Adjudication

EXHIBIT 5

License associated with Water Right No. 01-10401

State of Idaho
Department of Water Resources

Water Right License

Water Right No. 1-10401

Priority: June 06, 2002

Maximum Diversion Volume: 157,000 AF

It is hereby certified that:

US DEPT OF INTERIOR
BUREAU OF RECLAMATION
1150 N CURTIS RD STE 100
BOISE ID 83706-1234

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated June 06, 2002, and has submitted Proof of Beneficial Use on June 29, 2006. An examination confirms water is diverted from:

Source : SNAKE RIVER **Tributary:** COLUMBIA RIVER

Beneficial Use	Period of Use	Annual Volume
POWER STORAGE	01/01 to 12/31	157,000 AF
POWER FROM STORAGE	01/01 to 12/31	157,000 AF

Location of Point(s) of Diversion
SNAKE RIVER SE¼ NE¼, Sec. 17, Twp 01S, Rge 45E, B.M. BONNEVILLE County

Place of Use: POWER FROM STORAGE

Twp	Rng	Sec	NE				NW				SW				SE			
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
01S	45E	17		X L2														

Conditions of Approval

1. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 01.

2. The rights for the use of water confirmed in this license shall be junior and subordinate to all rights for the use of water other than hydropower, within the State of Idaho that are initiated later in time than the priority of this right and shall not give rise to any right or claim against any future rights for the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this right.

3. The term of this water right license shall extend to April 1, 2035, or whenever the 2004 Snake River Water Rights Agreement is no longer effective, whichever comes first. Prior to the expiration of the term, the Director may issue an order canceling all or any part of the use authorized herein, may establish a new term, or may revise, delete, or add conditions under which the water right license may be exercised. The order shall take effect on the date the current term expires. If the Director does not issue such an order, the term shall automatically extend to a

State of Idaho
Department of Water Resources

Water Right License

Water Right No. 1-10401

length equal to the project's prior term and any prior conditions on the water right license shall remain in effect.

4. Any use of water authorized by this water right, including any change in use authorized pursuant to a transfer, exchange, Water Supply Bank lease and rental, or any other use of water relying on this water right, shall fully comply with the provisions of the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement, a copy of which is attached as Attachment 2 to the *Consent Decree Approving Entry of Partial Final Decrees Determining the Rights of the United States as Trustee for the Benefit of the Nez Perce Tribe and the Nez Perce Tribe to the Use of Water in the Snake River Basin Within Idaho and Partial Final Decrees Determining Minimum Stream Flow Water Rights Held by the Idaho Water Resources Board* entered on January 30, 2007, by John M. Melanson, Presiding Judge, Snake River Basin Adjudication.

5. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

6. The storage of water under this right is contingent upon continued certification by the Department of Water Resources under the dam safety provisions of the Idaho Code, authorizing storage.

7. This right does not constitute Idaho Public Utilities Commission or Federal Energy Regulatory Commission approval that may be required.

This license is issued pursuant to the provisions of Idaho Code § 42-219. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed this 31st day of May, 2022

Gary Spackman

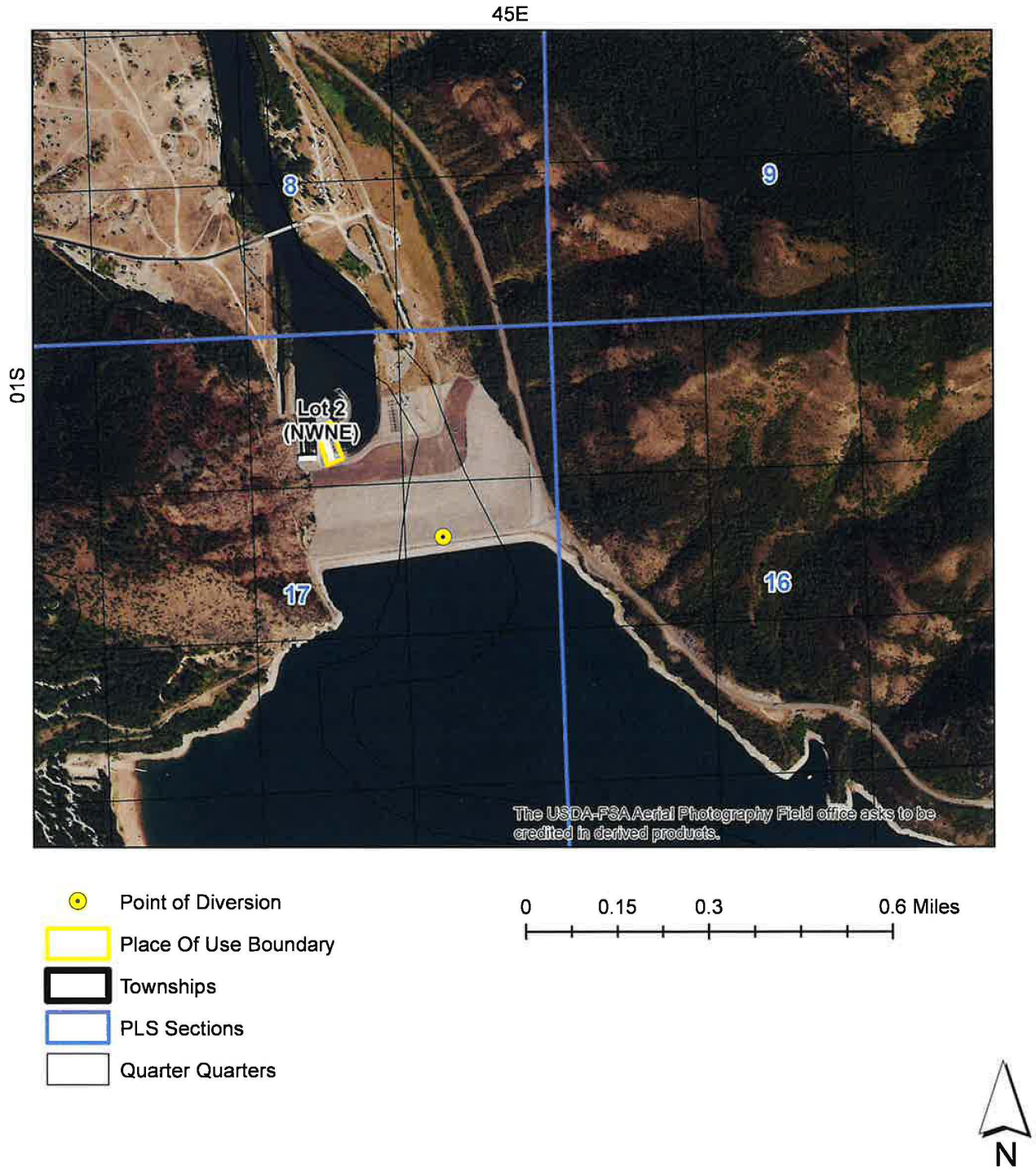
GARY SPACKMAN
Director

State of Idaho
Department of Water Resources

Attachment to Water Right License

1-10401

This map depicts the POWER FROM STORAGE place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little Director Gary Spackman

May 31, 2022

US DEPT OF INTERIOR
BUREAU OF RECLAMATION
1150 N CURTIS RD STE 100
BOISE ID 83706-1234

RE: License No. 01-10401

ISSUANCE OF LICENSE

Dear Water Right Holder:

The Department of Water Resources ("Department") has enclosed Water Right License 01-10401 confirming that a water right has been established in accordance with your permit to appropriate water from the Snake River. The license is a final order issued by the Department pursuant to Rule 740 of the Department's Rules of Procedure (IDAPA 37.01.01.740). Procedures for petitioning for reconsideration, requesting a hearing, or appealing to district court are described in the enclosed information sheet.

Please thoroughly review all the conditions of approval listed on your license. In particular, Water Right License 01-10401 contains conditions originating in the Snake River Water Rights Agreement of 2004, also known as the Nez Perce Settlement Agreement. Pursuant to Section 16 of the *Consent Decree Approving Entry of Partial Final Decrees Determining the Rights of the United States as Trustee for the Benefit of the Nez Perce Tribe and the Nez Perce Tribe to the Use of Water in the Snake River Basin Within Idaho and Partial Final Decrees Determining Minimum Stream Flow Rights Held by the Idaho Water Resources Board* ("Consent Decree"), issued by the Idaho Water Court on January 30, 2007, the parties are bound to follow it and the provisions of the April 7, 2004 Mediator's Term Sheet. By issuing License 01-10401 with these conditions, the Director expects Reclamation to adhere to the requirements in the Mediator's Term Sheet.

Section III.7 of the Snake River Flow Component of the Mediator's Term Sheet states:

> Powerhead water in BOR storage facilities may be used only to increase the reliability of 427,000 acre-feet for flow augmentation and is subject to the following limitations:
> a. After utilization by the United States of all water described in sections III.C.4 through 6, above, if the total amount of water released for flow augmentation is less than the 427,000 acre-feet, the Palisades Reservoir powerhead water may be utilized by the United States to attain 427,000 acre-feet for flow augmentation;

b. Use of powerhead shall not at any time interfere with the currently established minimum conservation pools or hereinafter established minimum conservation pools;
c. Powerhead space used for flow augmentation shall be the last space to refill after all other space in reservoirs in that water district, including other space used to provide flow augmentation, in the basin has filled;
d. Use of water from powerhead space shall be in compliance with state law;

The language of the Mediator's Term Sheet clearly states that refill of powerhead storage water for flow augmentation "shall be the last space to refill after all other space in reservoirs in that water district, including other space used to provide flow augmentation, in the basin has filled."

Consistent with the Mediator's Term Sheet and License 01-10401, the Director will issue instructions to the watermaster of Water District 01, Snake River, instructing the watermaster that powerhead space, authorized to be stored pursuant to License No. 01-10401 and released through the Water District 01 rental pool for flow augmentation, will be the last storage space to fill in Palisades Reservoir "after all other space in [the] reservoirs . . . in the basin has filled." The Director's "last to fill" instructions to the watermaster shall apply to both 2022 refill of powerhead space vacated in 2021 and future refill of reservoir powerhead space vacated in 2022.

The license also contains conditions relating to the subordination of water rights for power generation purposes under Idaho State law and establishing a term limit for the water right. Idaho Code § 42-203B establishes the State's authority to subordinate water rights for power purposes to subsequent depletionary uses and its authority to limit the term of a permit or license for power purposes. The State of Idaho's authority to impose limitations on hydropower rights, including subordinating them to other uses, is also stated in IDAPA 37.03.08.050.03. Subordination and term limit conditions were included on Permit 01-10401, issued in 2005. The term limit condition on the license reflects changes to the term review provisions of Idaho Code § 42-203B(9) passed by the Idaho Legislature in 2013.

If you have any questions concerning the enclosed information, please contact the Department at (208) 287-4800.

Sincerely,

Gary Spackman

Gary Spackman
Director

Enclosure(s)

CERTIFICATE OF SERVICE

I hereby certify that on June _____, __1__, 2022, I served a true and correct copy of Water Right License No. 01-10401 by U.S. Mail, postage prepaid, to the following:

US DEPT OF INTERIOR
BUREAU OF RECLAMATION
1150 N CURTIS RD STE 100
BOISE ID 83706-1234

Jean Hersley

Jean Hersley
Technical Records Specialist 2

EXPLANATORY INFORMATION TO ACCOMPANY A FINAL ORDER

(To be used in connection with actions when a hearing was **not** held)

(Required by Rule of Procedure 740.02)

The accompanying order is a **"Final Order"** issued by the department pursuant to section 67-5246, Idaho Code.

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a final order within fourteen (14) days of the service date of this order as shown on the certificate of service. **Note: The petition must be received by the Department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See section 67-5246(4), Idaho Code.

REQUEST FOR HEARING

Unless the right to a hearing before the director or the water resource board is otherwise provided by statute, any person who is aggrieved by the action of the director, and who has not previously been afforded an opportunity for a hearing on the matter shall be entitled to a hearing before the director to contest the action. The person shall file with the director, within fifteen (15) days after receipt of written notice of the action issued by the director, or receipt of actual notice, a written petition stating the grounds for contesting the action by the director and requesting a hearing. See section 42-1701A(3), Idaho Code. **Note: The request must be received by the Department within this fifteen (15) day period.**

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, any party aggrieved by a final order or orders previously issued in a matter before the department may appeal the final order and all previously issued orders in the matter to district court by filing a petition in the district court of the county in which:

i. A hearing was held,
ii. The final agency action was taken,
iii. The party seeking review of the order resides, or
iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of: a) the service date of the final order, b) the service date of an order denying petition for reconsideration, or c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration, whichever is later. See section 67-5273, Idaho Code. The filing of an appeal to district court does not in itself stay the effectiveness or enforcement of the order under appeal.

Revised July 1, 2010

EXHIBIT 6

WD01's 2023 Final Storage Report

(May 22, 2024)

2023 SNAKE RIVER STORED WATER BY RESERVOIR

(ACRE-FEET)

RESERVOIR	SPACE	FILL	EVAPORATION	YIELD
JACKSON LAKE	815059.8	815059.8	17362.4	797697.4
PALISADES	909051.8	909051.8	19364.6	889687.2
PALISADES WWS	255715.7	255715.7	5447.3	250268.4
HENRYS LAKE	88870.9	88870.9	1893.1	86977.8
ISLAND PARK	148190.8	148190.8	3156.8	145034.0
GRASSY LAKE	0.0	0.0	0.0	0.0
RIRIE	75500.0	75500.0	1608.3	73891.7
AMERICAN WWS	156830.0	156830.0	3340.8	153489.2
AMERICAN FALLS	1505518.4	1505518.4	32070.5	1473447.9
LAKE WALCOTT	95200.0	95200.0	2027.9	93172.1
RENTAL LTF	232566.6	0.0	0.0	0.0
PALISADES PWRH	9990.0	9990.0	212.8	9777.2
SUB TOTAL	4292494.0	4059927.4	86484.5	3973442.9
MILNER	37000.0	37000.0	0.0	37000.0
TOTAL	4329494.0	4096927.4	86484.5	4010442.9

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

IRWIN TO LORENZO

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13010500	JACKSON LAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032450	PALISADES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032510	P BYRD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032515	BOY SCOUT PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032520	A ROSTAD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032920	R ROSE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033010	PALISADES CNL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033643	J FLEMING	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033650	MERT OGDEN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033660	LYNN DIXON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033698	J CHICK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13034460	L JACOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037305	I SPAULDING	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037490	B FOSTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037505	ANDERSON (1A)	7326	18260	0	11790	0	0	0	0	0	12946	0	1472	0	0	51794.0
13037510	M & M CATTLE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037855	M NEWBY #1(2A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037860	M NEWBY #2(2B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037880	M NEWBY #3(2C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037975	EAGLE ROCK(1B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037980	FARMERS FRIEND	2000	5590	0	3810	0	0	0	0	0	0	0	0	0	0	11400.0
13037985	ENTERPRIZE	8581	17930	0	1820	0	0	0	0	0	8779	0	2671	0	0	39781.0
13037997	C HICKMAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038025	BUTLER ISLAND	0	0	0	250	0	0	0	0	0	0	0	0	0	0	250.0
13038030	ROSS AND RAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038055	HARRISON	11943	18860	0	4640	0	0	0	0	0	11832	0	0	0	0	47275.0
13038075	G SCOTT #1(3A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038079	J BROWN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038081	G SCOTT #2(3B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038084	SUBDIV PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038085	RUDY	3530	13700	0	2000	0	0	0	0	0	2606	0	0	0	0	21836.0
13038090	LOWDER SLOUGH	1040	1200	0	400	0	0	0	0	0	0	0	0	0	0	2640.0
13038098	KITE & NORD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038110	BURGESS (4A)	10603	22747	0	8000	0	0	0	0	0	9343	0	653	0	0	51346.0
13038113	M H HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038115	CLARK & ED(5A)	0	140	0	660	0	0	0	0	0	0	0	0	0	0	800.0
13038145	CROFT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038146	MILLER PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038147	J EDWARDS (5D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038148	G HOLMAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038149	G MUMA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

IRWIN TO LORENZO

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13038150	EAST LABELLE	0	0	0	800	0	0	0	0	0	0	0	0	0	800.0
13038151	B GROVER (5B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038180	RIGBY	0	4850	0	1450	0	0	0	0	0	0	0	0	0	6300.0
13038183	K FOSTER (5C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038201	WHITE ISLAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038204	DILTS LAT (6B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038205	DILTS (6A)	511	940	0	260	0	0	0	0	0	871	0	0	0	2582.0
13038210	ISLAND (30A)	0	3390	0	1310	0	0	0	0	0	0	0	0	0	4700.0
13038225	W LBL&LG I(7A)	0	6000	0	0	0	0	0	0	0	0	0	0	0	6000.0
13038305	PARKS & LEWSVL	0	2950	0	2550	0	0	0	0	0	0	0	0	0	5500.0
13038315	NORTH RIGBY	0	660	0	540	0	0	0	0	0	0	0	0	0	1200.0
13038340	WHITE DTCH(7B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038352	D PHILLIPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038356	VON BARON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038360	BRAMWELL (8A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038362	ELLIS (30B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038365	FRESH PAC (8B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038371	J T JONES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038372	C JONES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038375	A ZOHNER (7D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038376	GNEITING (36B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038382	W DABELL (7E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038384	D STOKER (7C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038385	SKAAR PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038386	J N ERICKSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038388	MATTSON-CRAIG	0	1290	0	0	0	0	0	0	0	0	0	0	0	1290.0
13038392	SUNNYDELL(29A)	3836	4920	0	1380	0	0	0	0	0	0	164	0	0	10300.0
13038393	B COVINGTON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038405	T PARKINSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038410	R GROVER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038415	BYBEE PMP(29B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038417	D CHENEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038422	L ROBINSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038426	LENROOT	5234	6320	0	1530	0	0	0	0	0	3805	0	0	0	16889.0
13038428	R BURNS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038431	REID	1472	1220	0	1930	0	0	0	0	0	2507	0	0	0	7129.0
13038434	TEXAS & LIBRTY	0	1420	0	3280	0	0	0	0	0	0	0	0	0	4700.0
13038435	BANNOCK JIM	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038436	HILL PETTINGER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038437	NELSON COREY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038438	L HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
	TOTAL	56076	132387	0	48400	0	0	0	0	0	52689	0	4960	0	0	294512.0

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

LORENZO TO BLACKFOOT

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13056501	BEAVER DICK	0	0	0	0	0	99	0	0	0	0	0	0	0	98.6
13057012	L HARTERT(20B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057013	GUNDERSON(20C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057014	MILR-BARN(20D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057021	BTTE SLGH(20E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057025	BTTE-MKTL(20A)	2695	36750	0	6162	0	0	0	0	0	4591	0	1088	0	51286.0
13057030	BEAR TRAP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057038	WALKER FARMS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057046	M TOMCHAK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057090	A WILDE PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057091	K ALBERTSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057097	N FULLMER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057105	D BOYCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057106	B TOMCHAK #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057108	B TOMCHAK #3	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057113	RHODEHOUSE (20	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057114	STIENKE-MURDOC	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057115	L CARLSON N(4B	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057116	B TOMCHAK #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057117	L CARLSON S(4C	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057118	H BROWN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057119	OSGOOD GR PMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057120	KINGSTON NTH	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057121	G OFFUT (4D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057122	KINGSTON STH	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057123	BEAR ISL NORTH	55	0	0	0	0	0	0	0	0	100	0	0	0	155.0
13057124	BEAR ISL WEST	55	0	0	0	0	0	0	0	0	87	0	0	0	142.0
13057125	OSGOOD	7771	0	0	0	0	0	0	0	0	3675	0	255	0	11701.0
13057126	CLEMENTS	196	0	0	0	0	0	0	0	0	70	0	0	0	266.0
13057130	KENNEDY	200	0	0	0	0	0	0	0	0	0	0	0	0	200.0
13057135	GREAT WST(21A)	20897	26856	0	10920	0	0	0	0	0	27290	0	3193	0	89156.0
13057139	G ELLSWORTH (4	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057140	L HANSEN E(4E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057141	A ZOHNER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057143	M BOAM (4F)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057144	R MACKAY (4G)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057145	IDAHO (33A)	13230	40581	0	12195	0	0	0	0	0	22542	0	6024	0	94572.0
13057146	MORTMER P(33B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057147	SCHWIEDER PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057148	D & A PUMP (33	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057149	JOHNSN PMP (4J	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057250	PORTER (21B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

LORENZO TO BLACKFOOT

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13059050	IDAHO FLS POWR	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059490	IF MONROC LYON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059505	WOODVILLE(22A)	3491	4910	0	764	0	0	0	0	0	5948	0	327	0	15439.0
13059510	WDVL PMP1(22B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059513	MULBERRY PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059515	WDVL PMP2(22C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059520	WDVL SIPH(22D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059523	GEM LAKE WILDL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059525	SNKE R VY(23A)	26632	23653	0	7700	0	0	0	0	0	25942	0	7539	0	91467.0
13060050	A CORBETT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060055	P HILL (23B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060500	RESERV MITIG	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060501	RESERVATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060505	OXBOW PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061430	BLACKFOOT	7125	0	0	4050	0	0	0	0	0	12558	0	245	0	23978.0
13061520	NEW LAVSD(24A)	0	9570	0	2180	0	0	0	0	0	0	0	0	0	11750.0
13061521	ADAMS STH(25B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061523	ADAMS NTH(25C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061525	PEOPLES (25A)	19132	28460	0	6540	0	0	0	0	0	21070	0	1233	0	76435.0
13061610	ABERDEEEN	68986	118242	0	22860	0	0	0	0	0	52263	0	3894	0	266244.0
13061625	SWID	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061650	CORBETT	1961	4120	0	1978	0	0	0	0	0	3176	0	368	0	11603.0
13061670	NIELSON-HANSEN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061677	R LAMBERT(26B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061685	LAVSD PMPS(24B	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061705	RIVERSIDE(26A)	0	320	0	1156	0	0	0	0	0	0	0	25	0	1500.0
13061995	DANSKIN	0	170	0	1984	0	0	0	0	0	0	0	196	0	2350.0
13062050	TREGO	758	2620	0	580	0	0	0	0	0	1293	0	0	0	5251.0
13062051	JENSEN GROVE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062503	WEARYRICK	0	20	0	506	0	0	0	0	0	0	0	74	0	600.0
13062504	WADSWORTH(32A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062505	WADSWORTH(32B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062506	WATSON	0	1102	0	930	0	0	0	0	0	0	0	25	0	2056.0
13062507	PARSONS	0	825	0	120	0	0	0	0	0	0	0	49	0	994.0
	TOTAL	173183	298199	0	80624	0	99	0	0	0	180605	0	24534	0	757243.6

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

BLACKFOOT TO MILNER

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13069569	J RANDALL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13075800	PORTNEUF RENTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13075900	FT HALL MICHAU	0	83900	0	0	0	0	0	0	0	46931	0	0	0	130831.0
13076400	FALLS IRRIGATI	0	40164	0	0	0	0	0	0	0	22925	0	736	0	63825.0
13076500	AMERICAN FALLS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13076751	AMERICAN F LTF	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077652	M OSBORN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077755	CALL FARMS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077775	R EVANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13080000	MINIDKA N(27A)	171816	25319	0	5328	0	0	0	0	0	82216	63308	18567	0	366554.0
13080500	MINIDKA S(27B)	0	36528	0	2672	0	0	0	0	0	155395	31892	0	0	226487.0
13081000	LAKE WALCOTT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13081400	MINIDOKA POWER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13081750	LHC PROP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084590	L LEBSACK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084598	MID MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084599	MILNER MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084610	LAW-KER FAMRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084640	BURLEY GC	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084650	CITY OF BURLEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084655	SIMPLOT FTLZR	0	2500	0	0	0	0	0	0	0	0	0	0	0	2500.0
13084690	AMALGA SUGAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084691	JACKSON 4K	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084710	R TILLEY PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084720	MILLERCOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084725	K SANDMANN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085270	H SCHODDE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085275	PR ENT #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085300	PR ENT #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085350	SWID PUMPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085390	P HOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085400	V HOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085500	A & B IRR DIST	0	90800	0	0	0	0	0	0	0	45955	0	871	0	137626.0
13085800	PA LATERL(28B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086000	MILNER IRRIG	0	44500	0	0	0	0	0	0	0	44951	0	0	0	89451.0
13086510	A LATERL (28C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086512	J BRUNE (28D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086520	NS XCUT (28E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086530	RES DIST #2	0	0	0	0	0	0	0	0	0	393550	0	0	0	393550.0
13087000	NRTHSDE TF(28A	312007	0	0	115512	0	0	0	0	9248	422043	0	1088	0	859898.0
13087500	TWIN FALLS SOU	96095	0	0	0	0	0	0	0	147582	1165	0	1088	0	245930.0
	TOTAL	579918	323711	0	123512	0	0	0	0	1568301	215131	95200	22350	0	2516652.0

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

MAIN STEM HENRYS FRK

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13039000	HENRYS LAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13042000	ISLAND PARK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13042600	ASHTON POWER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045655	G MAROTZ	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045675	N FK HIGHLANDS	0	0	0	0	0	57	0	0	0	0	0	0	0	56.9
13045705	F HOWELL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045710	S BOLLAERT	0	0	0	0	0	102	0	0	0	0	0	0	0	101.6
13045721	F VANDERSLOOT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045724	F VANDERSLOOT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045727	F VANDERSLOOT	0	0	0	0	0	102	0	0	0	0	0	0	0	101.6
13045755	T HOLCOMB	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045780	R LEE	0	0	0	0	0	42	0	0	0	0	0	0	0	41.7
13045805	Z EGBERT 1(9B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045807	R RITCHEY	0	0	0	0	0	46	0	0	0	0	0	0	0	46.1
13045810	N MLLER 1(10A)	0	0	0	0	0	105	0	0	0	0	0	0	0	104.6
13045811	N MLLER 2(10B)	0	0	0	0	0	91	0	0	0	0	0	0	0	91.4
13045813	Z EGBERT #2	0	0	0	0	0	142	0	0	0	0	0	0	0	142.2
13045823	R D BAKER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045829	D PHELPS (9C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045849	D SEELEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045850	TY NEDROW	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045860	Z EGBERT 3(9D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045880	Z EGBERT #4	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045930	Z EGBERT #5	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045940	G NEDROW	0	0	0	0	0	48	0	0	0	0	0	0	0	48.0
13045950	BAKER & NEDROW	0	0	0	0	0	311	0	0	0	0	0	0	0	310.9
13045960	M REYNOLDS #1	0	0	0	0	0	170	0	0	0	0	0	0	0	169.7
13046015	R & C BAUM	0	0	0	0	0	132	0	0	0	0	0	0	0	132.1
13046020	J MCCULLOCH	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046025	M REYNOLDS #2	0	0	0	0	0	98	0	0	0	0	0	0	0	98.0
13046070	A NEDROW #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046072	A NEDROW #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046075	J NEDROW	0	0	0	0	0	312	0	0	0	0	0	0	0	311.9
13046083	V & D KIRKHAM	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046084	D NEDROW	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046086	L FRANSEN(11B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046090	L BRATT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046095	L LOOSLI #1	0	0	0	0	0	4	0	0	0	0	0	0	0	4.1
13046310	DEWEY	0	0	0	0	0	598	0	0	0	0	0	0	0	598.4
13046315	J SEELEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

MAIN STEM HENRYS FRK

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13049550	LAST CHANCE	0	0	0	0	9921	2753	0	0	0	0	0	126	0	0	12800.2
13049560	XCUT TO TETN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13049561	XCUT FAL R(16B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13049705	FARMERS FRIEND	0	0	0	0	0	5109	0	0	0	0	0	0	0	0	5108.7
13049710	TWIN GROVES	0	0	0	0	0	4125	0	0	0	0	0	0	0	0	4124.5
13049725	ST ANTH U(17A)	0	0	0	0	7406	3382	0	0	0	0	0	94	0	0	10881.9
13049805	SALEM UNION CA	0	0	0	0	22093	7888	0	0	0	0	0	281	0	0	30262.1
13050525	EGIN	0	0	0	0	7406	2299	0	0	0	0	0	94	0	0	9798.8
13050530	ST AN U FD(17B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13050535	INDEPENDENT	0	0	0	0	23817	8218	0	0	0	0	0	303	0	0	32338.1
13050545	CONSOLIDATED F	0	0	0	0	18227	8083	0	0	0	0	0	232	0	0	26542.1
	TOTAL	0	0	0	0	88871	44216	0	0	0	0	0	1129	0	0	134215.6

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

FALLS RIVER

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13046500	GRASSY LAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047305	YELLOWSTONE	0	0	0	0	0	1637	0	0	0	0	0	0	0	1636.8
13047474	ATCHLEY P(9E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047475	MARYSVILLE(9A)	0	0	0	0	0	18021	0	0	0	0	0	0	0	18021.4
13047515	F & L GRIFFEL	0	0	0	0	0	203	0	0	0	0	0	0	0	203.2
13047565	R BAUM	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047568	ORME PLACE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047570	G/6 (9F)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047575	FRMRS OWN(11A)	0	0	0	0	0	6853	0	0	0	0	0	0	0	6852.9
13047605	W SCAFE	0	0	0	0	0	102	0	0	0	0	0	0	0	101.6
13047615	R STURM #2(9G)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047616	R STURM #1(9H)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047625	M GRIFFEL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047635	L LOOSLI #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047636	C MALOUF	0	0	0	0	0	263	0	0	0	0	0	0	0	263.1
13047681	CONANT CNL(12A	0	0	0	0	0	2504	0	0	0	0	0	0	0	2504.4
13047710	K NYBORG	0	0	0	0	0	234	0	0	0	0	0	0	0	233.7
13047900	BOOM CRK (13A)	0	0	0	0	0	874	0	0	0	0	0	0	0	873.7
13048050	ORME CANAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048060	SQUIR P 3(14A)	0	0	0	0	0	244	0	0	0	0	0	0	0	243.8
13048070	L ORME PUMP	0	0	0	0	0	142	0	0	0	0	0	0	0	141.6
13048080	HARSHBRGR(13B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048255	SQUIR P 1(14B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048265	D ZUNDELL(12B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048275	L LOOSLI 3(15A	0	0	0	0	0	333	0	0	0	0	0	0	0	332.7
13048280	L LOOSLI 4(15B	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048290	D BUDGE	0	0	0	0	0	122	0	0	0	0	0	0	0	121.9
13048350	J HILL (12C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048430	D REYNOLDS	0	0	0	0	0	365	0	0	0	0	0	0	0	364.7
13048440	C LOOSLI	0	0	0	0	0	429	0	0	0	0	0	0	0	429.0
13048470	T POTTER	0	0	0	0	0	61	0	0	0	0	0	0	0	61.0
13048475	ENTERPRISE	5883	0	0	0	0	10351	0	0	0	10024	0	0	0	26258.0
13048485	R D MILLER	0	0	0	0	0	169	0	0	0	0	0	0	0	169.1
13048551	C ATCHLEY (9I)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048556	W C DAVIS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048560	FALL R CNL(16A	0	0	0	0	0	7896	0	0	0	0	0	0	0	7895.6
13048705	CHESTER	0	0	0	0	0	1289	0	0	0	0	0	0	0	1288.8
13049008	MCBEE	0	0	0	0	0	22	0	0	0	0	0	0	0	21.6
13049010	SILKEY	0	0	0	0	0	165	0	0	0	0	0	0	0	164.6
13049015	CURR	0	0	0	0	0	41	0	0	0	0	0	0	0	40.6
13049310	RLF PUMP	0	0	0	0	0	81	0	0	0	0	0	0	0	81.3
13049490	L LOOSLI #5	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13049495	G BLANCHARD	0	0	0	0	0	46	0	0	0	0	0	0	0	45.7
	TOTAL	5883	0	0	0	0	52444	0	0	0	10024	0	0	0	68350.8

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

TETON RIVER

NUMBER	USER	JACKSN PALSDS PL USR PL WWS HNRY L ISL PK	GRSY L RIRIE AM WWS AM FLS L WLCT RN LTF PL PWR RENTAL	TOTAL
13053951	SOUTH PIPE(31A	0 0 0 0 0 5661	0 0 0 0 0 0 0 0	5661.2
13053971	J RICKS (31B)	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13054031	BOELKE (31C)	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13054042	CLEMNTSVL(31D)	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13054045	HIBBERT FARMS	0 0 0 0 0 122	0 0 0 0 0 0 0 0	121.9
13054111	R & J BROWN	0 0 0 0 0 1616	0 0 0 0 0 0 0 0	1615.8
13054291	P L STOTT	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13054420	B PARKINSON	0 0 0 0 0 3607	0 0 0 0 0 0 0 0	3606.7
13054515	CANYON CR CANA	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13054575	LINDERMAN (31E	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13054577	G CRAPO	0 0 0 0 0 31	0 0 0 0 0 0 0 0	30.5
13054590	P STEVENS	0 0 0 0 0 2013	0 0 0 0 0 0 0 0	2013.3
13054705	V SCHWENDIMAN	0 0 0 0 0 3772	0 0 0 0 0 0 0 0	3771.9
13054772	R B RICKS	0 0 0 0 0 38	0 0 0 0 0 0 0 0	38.1
13054801	CANYON CR LAT	0 0 0 0 0 820	0 0 0 0 0 0 0 0	820.4
13054850	SIDDOWAY SHEEP	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13054940	H BISCHOFF	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055030	WILFORD	0 0 0 0 0 3629	0 0 0 0 0 0 0 0	3628.5
13055032	D ALLEN (18B)	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055033	B TUCKER (18C)	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055036	B PARKER (18D)	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055037	SIDWY PMP(18E)	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055039	MCKINNLEY(18F)	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055040	TETON IRR(18A)	0 0 0 0 0 1566	0 0 0 0 0 0 0 0	1566.2
13055042	SIDDOWAY (18G)	0 0 0 0 0 425	0 0 0 0 0 0 0 0	424.7
13055050	PIONEER	0 0 0 0 0 147	0 0 0 0 0 0 0 0	146.8
13055060	STEWART	0 0 0 0 0 476	0 0 0 0 0 0 0 0	476.0
13055193	N BIRCH	0 0 0 0 0 31	0 0 0 0 0 0 0 0	30.5
13055195	B LEAVITT	0 0 0 0 0 91	0 0 0 0 0 0 0 0	91.4
13055205	PINCOCK-BYGTON	0 0 0 0 0 295	0 0 0 0 0 0 0 0	294.6
13055206	B HOLLIST	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055210	TETON ISLAND F	0 0 0 0 0 9084	0 0 0 0 0 0 0 0	9083.5
13055245	SALEM UNION B	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055263	J HARRIS	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055275	ROXANA	0 0 0 0 0 98	0 0 0 0 0 0 0 0	97.6
13055280	ISLAND WARD	0 0 0 0 0 354	0 0 0 0 0 0 0 0	354.3
13055295	SAUREY	0 0 0 0 0 410	0 0 0 0 0 0 0 0	409.5
13055309	CARTER	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055310	BASS POND	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055311	PINCOCK-GARNER	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055313	GARDNER-BEDDES	0 0 0 0 0 102	0 0 0 0 0 0 0 0	101.6
13055314	BIGLER SLOUGH	0 0 0 0 0 96	0 0 0 0 0 0 0 0	95.9
13055315	WDMNSE-JSN(19A	0 0 0 0 0 1221	0 0 0 0 0 0 0 0	1221.2
13055319	G GODFREY	0 0 0 0 0 5	0 0 0 0 0 0 0 0	5.1
13055321	R R RICKS	0 0 0 0 0 224	0 0 0 0 0 0 0 0	223.5
13055323	CITY OF REXBUR	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055325	T BRUNSON(19B)	0 0 0 0 0 84	0 0 0 0 0 0 0 0	84.3
13055327	J S WRIGHT	0 0 0 0 0 32	0 0 0 0 0 0 0 0	31.5
13055328	CMTRY PUMP (35	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13055334	REXBURG IRRIG	0 0 0 0 0 4005	0 0 0 0 0 0 0 0	4004.9
13055339	WALTER PND (34	0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
	TOTAL	0 0 0 0 0 40051	0 0 0 0 0 0 0 0	40051.4

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

WILLOW CREEK

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13057938	LOERTSCHER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057950	RIRIE RESRVR	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058015	BOYD FOSTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058050	CENTURY HOLDIN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058090	SCHWENDIMAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058105	LOVELL # 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058125	FERGUSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058145	LOVELL # 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058165	W REID #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058210	SARGENT & SUMM	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058220	MAX COOPER PUM	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058230	DURTSCHI PUMPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058250	W REED #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058265	FOSTER-SARGENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058270	SPERRY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058280	BRINKERHOFF	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058290	ORVAL AVERY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058310	ROY AVERY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058330	STUCKI PUMPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058340	SCHWENDIMAN #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058350	O AVERY PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058370	ROY COOPER SAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058380	ROY COOPER WIL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058508	D KEELER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058510	PROGRESSIVE SA	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058512	BEAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058514	W & O COOPER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058515	IDAHO FR SAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058519	DEMICK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13058530	PROGRESSIVE WI	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
	TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR SPACE BY USER ASSUMING FULL RESERVOIRS (ACRE-FEET)

MISCELLANEOUS

NUMBER	USER	JACKSN	PALSDS	PL USR PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM WWS	AM FLS L	WLCT RN LTF	PL PWR	RENTAL	TOTAL
99999100	POCATELLO CITY	0	47618	0 0	0	0	0	0	0	0 2382	0	0	50000.0
99999150	IWRB	0	5000	0 0	0	0	0	0	0	0 0	0	0	5000.0
99999200	FRE-MAD SNAKE	0	0	0 0	0	0	0	0	0	0 0	0	0	0.0
99999250	WYOMING COMPCT	0	33000	0 0	0	0	0	0	0	0 0	0	0	33000.0
99999300	PALISADES USRS	0	0	52770 560	0	0	0	0	0	0 300	0	0	53630.0
99999350	IDAHO POWER CO	0	0	0 0	0	0	0	0	44275	0 0	0	0	44275.0
99999400	BUREAU OF REC	0	6	0 0	0	0	0	0	0	0 169899	9990	0	179895.0
99999410	ARTESIAN IRR	0	0	0 0	0	0	0	0	2794	0 0	0	0	2794.0
99999500	SNAKE UNALC BK	0	0	0 0	0	0	0	0	0	0 0	0	0	0.0
99999525	FREE-MAD TRANS	0	0	0 0	0	0	0	0	0	0 0	0	0	0.0
99999550	FRE-MAD MISC	0	0	0 0	0	0	0	0	0	0 0	0	0	0.0
99999600	F-M UNALLCATED	0	0	0 0	0	11381	0	0	0	0 2013	0	0	13394.6
99999700	MITIGATION INC	0	16360	0 2620	0	0	0	75500	0	0 5000	0	0	99480.0
99999725	GROUND WTR EX	0	0	0 0	0	0	0	0	0	0 0	0	0	0.0
99999950	MILNER	0	0	0 0	0	0	0	0	0	0 0	0	0	0.0
99999990	OTHER	0	0	0 0	0	0	0	0	0	0 0	0	0	0.0
	TOTAL	0	101984	52770 3180	0	11381	0	75500	0	47069 0	179594	9990	0 481468.6

2023 WATER DISTRICT 1 RENTAL LAST TO FILL SPACE FROM ORIGINATING RESERVOIR, BY USER (ACRE-FEET)

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT	TOTAL
13037505	ANDERSON (1A)	1472	0	0	0	0	0	0	0	0	0	0	1471.8
13037985	ENTERPRIZE	2671	0	0	0	0	0	0	0	0	0	0	2671.4
13038110	BURGESS (4A)	0	653	0	0	0	0	0	0	0	0	0	652.9
13038392	SUNNYDELL(29A)	164	0	0	0	0	0	0	0	0	0	0	163.9
13049550	LAST CHANCE	0	0	0	0	126	0	0	0	0	0	0	126.0
13049725	ST ANTH U(17A)	0	0	0	0	94	0	0	0	0	0	0	94.1
13049805	SALEM UNION CA	0	0	0	0	281	0	0	0	0	0	0	280.7
13050525	EGIN	0	0	0	0	94	0	0	0	0	0	0	94.1
13050535	INDEPENDENT	0	0	0	0	303	0	0	0	0	0	0	302.6
13050545	CONSOLIDATED F	0	0	0	0	232	0	0	0	0	0	0	231.6
13057025	BTTE-MKTL(20A)	0	0	0	1088	0	0	0	0	0	0	0	1088.2
13057125	OSGOOD	0	0	0	0	0	0	0	0	0	255	0	254.7
13057135	GREAT WST(21A)	1620	1574	0	0	0	0	0	0	0	0	0	3193.4
13057145	IDAHO (33A)	0	5179	0	845	0	0	0	0	0	0	0	6023.8
13059505	WOODVILLE(22A)	0	0	0	327	0	0	0	0	0	0	0	326.5
13059525	SNKE R VY(23A)	3593	3947	0	0	0	0	0	0	0	0	0	7539.3
13061430	BLACKFOOT	245	0	0	0	0	0	0	0	0	0	0	245.3
13061525	PEOPLES (25A)	1233	0	0	0	0	0	0	0	0	0	0	1233.4
13061610	ABERDEEEN	1717	2176	0	0	0	0	0	0	0	0	0	3893.6
13061650	CORBETT	0	0	0	202	0	0	0	0	0	166	0	367.9
13061705	RIVERSIDE(26A)	0	0	0	25	0	0	0	0	0	0	0	24.5
13061995	DANSKIN	0	0	0	196	0	0	0	0	0	0	0	196.2
13062503	WEARYRICK	0	0	0	74	0	0	0	0	0	0	0	73.6
13062506	WATSON	0	0	0	25	0	0	0	0	0	0	0	24.5
13062507	PARSONS	0	33	0	16	0	0	0	0	0	0	0	49.0
13076400	FALLS IRRIGATI	0	736	0	0	0	0	0	0	0	0	0	735.9
13080000	MINIDKA N(27A)	14214	4353	0	0	0	0	0	0	0	0	0	18566.8
13085500	A & B IRR DIST	0	0	0	0	0	0	0	0	0	871	0	870.6
13087000	NRTHSDE TF(28A	0	0	0	1088	0	0	0	0	0	0	0	1088.2
13087500	TWIN FALLS SOU	1088	0	0	0	0	0	0	0	0	0	0	1088.2
99999100	POCATELLO CITY	0	2382	0	0	0	0	0	0	0	0	0	2382.0
99999300	PALISADES USRS	0	0	300	0	0	0	0	0	0	0	0	299.7
99999400	BUREAU OF REC	3923	157026	0	0	0	0	0	0	0	8950	0	169899.0
99999600	F-M UNALLCATED	0	0	0	0	0	2013	0	0	0	0	0	2013.2
99999700	MITIGATION INC	0	0	0	0	0	0	0	5000	0	0	0	5000.0
	TOTAL	31940	178059	300	3884	1129	2013	0	5000	0	10242	0	232566.6

PART 1

2023 WATER DISTRICT 1 RESERVOIR SPACE BY REACH ASSUMING FULL RESERVOIRS WITHOUT RENTAL POOL(ACRE-FEET)

RIVER REACH	JACKSON	PALISADES	PAL USR	PAL WWS	HENRYS LAKE	ISLAND PARK	GRASSY LAKE
IRWIN TO LORENZO	56075.9	132387.1	0.0	48400.0	0.0	0.0	0.0
LORENZO TO BLACKFOOT	173183.0	298199.2	0.0	80623.9	0.0	98.6	0.0
BLACKFOOT TO MILNER	579917.9	323711.2	0.0	123511.8	0.0	0.0	0.0
MAIN STEM HENRYS FRK	0.0	0.0	0.0	0.0	88870.9	44215.6	0.0
FALLS RIVER	5883.0	0.0	0.0	0.0	0.0	52443.8	0.0
TETON RIVER	0.0	0.0	0.0	0.0	0.0	40051.4	0.0
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MISCELLANEOUS	0.0	101984.0	52770.3	3180.0	0.0	11381.4	0.0
TOTAL	815059.8	856281.5	52770.3	255715.7	88870.9	148190.8	0.0

RIVER REACH	RIRIE	AM WWS	AM FALLS	LAKE WALCOTT	RNT LTF	PAL PWR	RENTAL POOL	TOTAL
IRWIN TO LORENZO	0.0	0.0	52689.0	0.0	4960.0	0.0	0.0	294512.0
LORENZO TO BLACKFOOT	0.0	0.0	180605.0	0.0	24533.9	0.0	0.0	757243.6
BLACKFOOT TO MILNER	0.0	156830.0	1215131.4	95200.0	22349.7	0.0	0.0	2516652.0
MAIN STEM HENRYS FRK	0.0	0.0	0.0	0.0	1129.1	0.0	0.0	134215.6
FALLS RIVER	0.0	0.0	10024.0	0.0	0.0	0.0	0.0	68350.8
TETON RIVER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40051.4
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MISCELLANEOUS	75500.0	0.0	47069.0	0.0	179593.9	9990.0	0.0	481468.6
TOTAL	75500.0	156830.0	1505518.4	95200.0	232566.6	9990.0	0.0	4292494.0

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)
IRWIN TO LORENZO

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13010500	JACKSON LAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032450	PALISADES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032510	P BYRD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032515	BOY SCOUT PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032520	A ROSTAD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13032920	R ROSE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033010	PALISADES CNL	0	0	0	0	0	0	0	0	0	0	0	0	125	125.0
13033643	J FLEMING	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033650	MERT OGDEN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033660	LYNN DIXON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13033698	J CHICK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13034460	L JACOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037305	I SPAULDING	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037490	B FOSTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037505	ANDERSON (1A)	7170	17871	0	11539	0	0	0	0	0	12670	0	0	4483	53733.5
13037510	M & M CATTLE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037855	M NEWBY #1(2A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037860	M NEWBY #2(2B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037880	M NEWBY #3(2C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037975	EAGLE ROCK(1B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13037980	FARMERS FRIEND	1957	5471	0	3729	0	0	0	0	0	0	0	0	17	11174.2
13037985	ENTERPRIZE	8398	17548	0	1781	0	0	0	0	0	8592	0	0	-7270	29049.1
13037997	C HICKMAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038025	BUTLER ISLAND	0	0	0	245	0	0	0	0	0	0	0	0	0	244.7
13038030	ROSS AND RAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038055	HARRISON	11689	18458	0	4541	0	0	0	0	0	11580	0	0	-5000	41267.9
13038075	G SCOTT #1(3A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038079	J BROWN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038081	G SCOTT #2(3B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038084	SUBDIV PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038085	RUDY	3455	13408	0	1957	0	0	0	0	0	2550	0	0	0	21370.8
13038090	LOWDER SLOUGH	1018	1174	0	391	0	0	0	0	0	0	0	0	0	2583.8
13038098	KITE & NORD	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038110	BURGESS (4A)	10377	22263	0	7830	0	0	0	0	0	9144	0	0	0	49613.2
13038113	M H HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038115	CLARK & ED(5A)	0	137	0	646	0	0	0	0	0	0	0	0	0	783.0
13038145	CROFT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038146	MILLER PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038147	J EDWARDS (5D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038148	G HOLMAN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038149	G MUMA	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)
IRWIN TO LORENZO

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13038150	EAST LABELLE	0	0	0	783	0	0	0	0	0	0	0	0	0	782.9
13038151	B GROVER (5B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038180	RIGBY	0	4747	0	1419	0	0	0	0	0	0	0	0	0	6165.8
13038183	K FOSTER (5C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038201	WHITE ISLAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038204	DILTS LAT (6B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038205	DILTS (6A)	500	920	0	254	0	0	0	0	0	852	0	0	0	2527.0
13038210	ISLAND (30A)	0	3318	0	1282	0	0	0	0	0	0	0	0	0	4599.9
13038225	W LBL&LG I(7A)	0	5872	0	0	0	0	0	0	0	0	0	0	0	5872.2
13038305	PARKS & LEWSVL	0	2887	0	2496	0	0	0	0	0	0	0	0	0	5382.8
13038315	NORTH RIGBY	0	646	0	528	0	0	0	0	0	0	0	0	0	1174.4
13038340	WHITE DTCH(7B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038352	D PHILLIPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038356	VON BARON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038360	BRAMWELL (8A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038362	ELLIS (30B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038365	FRESH PAC (8B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038371	J T JONES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038372	C JONES	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038375	A ZOHNER (7D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038376	GNEITING (36B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038382	W DABELL (7E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038384	D STOKER (7C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038385	SKAAR PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038386	J N ERICKSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038388	MATTSON-CRAIG	0	1263	0	0	0	0	0	0	0	0	0	0	0	1262.5
13038392	SUNNYDELL(29A)	3754	4815	0	1351	0	0	0	0	0	0	0	0	-334	9586.2
13038393	B COVINGTON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038405	T PARKINSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038410	R GROVER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038415	BYBEE PMP(29B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038417	D CHENEY	0	0	0	0	0	0	0	0	0	0	0	0	3	3.0
13038422	L ROBINSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038426	LENROOT	5123	6185	0	1497	0	0	0	0	0	3724	0	0	10	16539.2
13038428	R BURNS	0	0	0	0	0	0	0	0	0	0	0	0	15	15.0
13038431	REID	1441	1194	0	1889	0	0	0	0	0	2454	0	0	894	7871.2
13038434	TEXAS & LIBRTY	0	1390	0	3210	0	0	0	0	0	0	0	0	0	4599.9
13038435	BANNOCK JIM	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038436	HILL PETTINGER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038437	NELSON COREY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13038438	L HILL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
	TOTAL	54881	129567	0	47369	0	0	0	0	0	51567	0	0	-7057	276327.3

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)
LORENZO TO BLACKFOOT

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13056501	BEAVER DICK	0	0	0	0	0	96	0	0	0	0	0	0	0	96.5
13057012	L HARTERT(20B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057013	GUNDERSON(20C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057014	MILR-BARN(20D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057021	BTTE SLGH(20E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057025	BTTE-MKTL(20A)	2638	35967	0	6031	0	0	0	0	0	4493	0	0	162	49290.5
13057030	BEAR TRAP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057038	WALKER FARMS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057046	M TOMCHAK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057090	A WILDE PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057091	K ALBERTSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057097	N FULLMER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057105	D BOYCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057106	B TOMCHAK #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057108	B TOMCHAK #3	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057113	RHODEHOUSE (20	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057114	STIENKE-MURDOC	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057115	L CARLSON N(4B	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057116	B TOMCHAK #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057117	L CARLSON S(4C	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057118	H BROWN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057119	OSGOOD GR PMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057120	KINGSTON NTH	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057121	G OFFUT (4D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057122	KINGSTON STH	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057123	BEAR ISL NORTH	54	0	0	0	0	0	0	0	0	98	0	0	0	151.7
13057124	BEAR ISL WEST	54	0	0	0	0	0	0	0	0	85	0	0	0	139.0
13057125	OSGOOD	7605	0	0	0	0	0	0	0	0	3597	0	0	0	11202.5
13057126	CLEMENTS	192	0	0	0	0	0	0	0	0	69	0	0	0	260.3
13057130	KENNEDY	196	0	0	0	0	0	0	0	0	0	0	0	0	195.7
13057135	GREAT WST(21A)	20451	26284	0	10687	0	0	0	0	0	26709	0	0	-4478	79653.7
13057139	G ELLSWORTH (4	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057140	L HANSEN E(4E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057141	A ZOHNER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057143	M BOAM (4F)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057144	R MACKAY (4G)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057145	IDAHO (33A)	12948	39717	0	11935	0	0	0	0	0	22062	0	0	-12281	74380.5
13057146	MORTMER P(33B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057147	SCHWIEDER PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057148	D & A PUMP (33	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057149	JOHNSN PMP (4J	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13057250	PORTER (21B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)
LORENZO TO BLACKFOOT

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13059050	IDAHO FLS POWR	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059490	IF MONROC LYON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059505	WOODVILLE(22A)	3417	4805	0	747	0	0	0	0	0	5821	0	0	0	14790.6
13059510	WDVL PMP1(22B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059513	MULBERRY PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059515	WDVL PMP2(22C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059520	WDVL SIPH(22D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059523	GEM LAKE WILDL	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13059525	SNKE R VY(23A)	26065	23149	0	7536	0	0	0	0	0	25389	0	0	-9759	72380.9
13060050	A CORBETT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060055	P HILL (23B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060500	RESERV MITIG	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060501	RESERVATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13060505	OXBOW PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061430	BLACKFOOT	6973	0	0	3964	0	0	0	0	0	12290	0	0	-1500	21727.1
13061520	NEW LAVSD(24A)	0	9366	0	2134	0	0	0	0	0	0	0	0	0	11499.7
13061521	ADAMS STH(25B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061523	ADAMS NTH(25C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061525	PEOPLES (25A)	18724	27854	0	6401	0	0	0	0	0	20621	0	0	-4314	69285.7
13061610	ABERDEEEN	67516	115723	0	22373	0	0	0	0	0	51150	0	0	19917	276678.8
13061625	SWID	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061650	CORBETT	1919	4032	0	1936	0	0	0	0	0	3108	0	0	-2170	8825.8
13061670	NIELSON-HANSEN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061677	R LAMBERT(26B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061685	LAVSD PMPS(24B	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13061705	RIVERSIDE(26A)	0	313	0	1131	0	0	0	0	0	0	0	0	-50	1394.1
13061995	DANSKIN	0	166	0	1942	0	0	0	0	0	0	0	0	-400	1707.9
13062050	TREGO	742	2564	0	568	0	0	0	0	0	1265	0	0	0	5139.1
13062051	JENSEN GROVE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062503	WEARYRICK	0	20	0	496	0	0	0	0	0	0	0	0	-250	265.2
13062504	WADSWORTH(32A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062505	WADSWORTH(32B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13062506	WATSON	0	1079	0	910	0	0	0	0	0	0	0	0	-50	1938.2
13062507	PARSONS	0	808	0	117	0	0	0	0	0	0	0	0	-100	824.9
	TOTAL	169494	291847	0	78906	0	96	0	0	0	176758	0	0	-15273	701828.4

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)
BLACKFOOT TO MILNER

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13069569	J RANDALL	0	0	0	0	0	0	0	0	0	0	0	0	100	100.0
13075800	PORTNEUF RENTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13075900	FT HALL MICHAU	0	82113	0	0	0	0	0	0	0	45931	0	0	-30000	98044.0
13076400	FALLS IRRIGATI	0	39309	0	0	0	0	0	0	0	22437	0	0	-6000	55745.2
13076500	AMERICAN FALLS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13076751	AMERICAN F LTF	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077652	M OSBORN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077755	CALL FARMS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13077775	R EVANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13080000	MINIDKA N(27A)	168156	24780	0	5215	0	0	0	0	0	80465	61959	0	-34300	306274.4
13080500	MINIDKA S(27B)	0	35750	0	2615	0	0	0	0	0	152085	31213	0	17901	239563.4
13081000	LAKE WALCOTT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13081400	MINIDOKA POWER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13081750	LHC PROP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084590	L LEBSACK	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084598	MID MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084599	MILNER MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084610	LAW-KER FAMRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084640	BURLEY GC	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084650	CITY OF BURLEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084655	SIMPLOT FTLZR	0	2447	0	0	0	0	0	0	0	0	0	0	0	2446.7
13084690	AMALGA SUGAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084691	JACKSON 4K	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084710	R TILLEY PUMP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084720	MILLERCOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13084725	K SANDMANN	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085270	H SCHODDE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085275	PR ENT #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085300	PR ENT #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085350	SWID PUMPS	0	0	0	0	0	0	0	0	0	0	0	0	7862	7862.0
13085390	P HOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085400	V HOBSON	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13085500	A & B IRR DIST	0	88866	0	0	0	0	0	0	0	44976	0	0	4500	138342.2
13085800	PA LATERL(28B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086000	MILNER IRRIG	0	43552	0	0	0	0	0	0	0	43993	0	0	6050	93595.5
13086510	A LATERL (28C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086512	J BRUNE (28D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086520	NS XCUT (28E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13086530	RES DIST #2	0	0	0	0	0	0	0	0	0	385167	0	0	48482	433648.4
13087000	NRTHSDE TF(28A	305361	0	0	113051	0	0	0	0	9051	413053	0	0	29783	870298.5
13087500	TWIN FALLS SOU	94048	0	0	0	0	0	0	0	144438	1140	0	0	1866	241491.7
	TOTAL	567564	316815	0	120881	0	0	0	0	1534891	189247	93172	0	46244	2487412.0

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)
MAIN STEM HENRYS FRK

NUMBER	USER	JACKSN	PALSDS PL	USR PL	WWS	HNRY L	ISL	PK	GRSY L	RIRIE	AM WWS	AM FLS L	WLCT	RN LTF PL	PWR	RENTAL	TOTAL
13039000	HENRYS LAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13042000	ISLAND PARK	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13042600	ASHTON POWER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045655	G MAROTZ	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045675	N FK HIGHLANDS	0	0	0	0	0	56	0	0	0	0	0	0	0	0	0	55.7
13045705	F HOWELL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045710	S BOLLAERT	0	0	0	0	0	99	0	0	0	0	0	0	0	0	0	99.4
13045721	F VANDERSLOOT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045724	F VANDERSLOOT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045727	F VANDERSLOOT	0	0	0	0	0	99	0	0	0	0	0	0	0	0	0	99.4
13045755	T HOLCOMB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045780	R LEE	0	0	0	0	0	41	0	0	0	0	0	0	0	0	0	40.8
13045805	Z EGBERT 1(9B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045807	R RITCHEY	0	0	0	0	0	45	0	0	0	0	0	0	0	0	0	45.1
13045810	N MLLER 1(10A)	0	0	0	0	0	102	0	0	0	0	0	0	0	0	0	102.4
13045811	N MLLER 2(10B)	0	0	0	0	0	89	0	0	0	0	0	0	0	0	0	89.5
13045813	Z EGBERT #2	0	0	0	0	0	139	0	0	0	0	0	0	0	0	0	139.2
13045823	R D BAKER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045829	D PHELPS (9C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045849	D SEELEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045850	TY NEDROW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045860	Z EGBERT 3(9D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045880	Z EGBERT #4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045930	Z EGBERT #5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13045940	G NEDROW	0	0	0	0	0	47	0	0	0	0	0	0	0	0	0	47.0
13045950	BAKER & NEDROW	0	0	0	0	0	304	0	0	0	0	0	0	0	0	0	304.3
13045960	M REYNOLDS #1	0	0	0	0	0	166	0	0	0	0	0	0	0	0	0	166.1
13046015	R & C BAUM	0	0	0	0	0	129	0	0	0	0	0	0	0	0	0	129.3
13046020	J MCCULLOCH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046025	M REYNOLDS #2	0	0	0	0	0	96	0	0	0	0	0	0	0	0	0	95.9
13046070	A NEDROW #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046072	A NEDROW #2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046075	J NEDROW	0	0	0	0	0	305	0	0	0	0	0	0	0	0	0	305.3
13046083	V & D KIRKHAM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046084	D NEDROW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046086	L FRANSEN(11B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046090	L BRATT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13046095	L LOOSLI #1	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	4.0
13046310	DEWEY	0	0	0	0	0	586	0	0	0	0	0	0	0	0	0	585.7
13046315	J SEELEY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)
MAIN STEM HENRYS FRK

NUMBER	USER	JACKSN PALSDS PL USR PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM WWS	AM FLS L	WLCT RN LTF PL PWR	RENTAL	TOTAL
13049550	LAST CHANCE	0 0 0 0	9710	2695	0	0 0 0	0 0 0	0 0 0	-167	12237.2
13049560	XCUT TO TETN	0 0 0 0	0	0	0	0 0 0	0 0 0	0 0 0	0	0.0
13049561	XCUT FAL R(16B	0 0 0 0	0	0	0	0 0 0	0 0 0	0 0 0	0	0.0
13049705	FARMERS FRIEND	0 0 0 0	0	5000	0	0 0 0	0 0 0	0 0 0	0	4999.9
13049710	TWIN GROVES	0 0 0 0	0	4037	0	0 0 0	0 0 0	0 0 0	0	4036.6
13049725	ST ANTH U(17A)	0 0 0 0	7248	3310	0	0 0 0	0 0 0	0 0 0	4516	15073.9
13049805	SALEM UNION CA	0 0 0 0	21623	7720	0	0 0 0	0 0 0	0 0 0	-373	28969.7
13050525	EGIN	0 0 0 0	7248	2250	0	0 0 0	0 0 0	0 0 0	-125	9373.0
13050530	ST AN U FD(17B	0 0 0 0	0	0	0	0 0 0	0 0 0	0 0 0	0	0.0
13050535	INDEPENDENT	0 0 0 0	23310	8043	0	0 0 0	0 0 0	0 0 0	263	31616.1
13050545	CONSOLIDATED F	0 0 0 0	17839	7911	0	0 0 0	0 0 0	0 0 0	-308	25442.0
	TOTAL	0 0 0 0	86978	43274	0	0 0 0	0 0 0	0 0 0	3806	134057.3

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)
FALLS RIVER

NUMBER	USER	JACKSN	PALSDS PL	USR PL	WWS HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13046500	GRASSY LAKE	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047305	YELLOWSTONE	0	0	0	0	0	1602	0	0	0	0	0	0	1601.9
13047474	ATCHLEY P(9E)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047475	MARYSVILLE(9A)	0	0	0	0	0	17638	0	0	0	0	0	0	17637.5
13047515	F & L GRIFFEL	0	0	0	0	0	199	0	0	0	0	0	0	198.9
13047565	R BAUM	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047568	ORME PLACE	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047570	G/6 (9F)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047575	FRMRS OWN(11A)	0	0	0	0	0	6707	0	0	0	0	0	0	6706.9
13047605	W SCAFE	0	0	0	0	0	99	0	0	0	0	0	0	99.4
13047615	R STURM #2(9G)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047616	R STURM #1(9H)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047625	M GRIFFEL	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047635	L LOOSLI #2	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13047636	C MALOUF	0	0	0	0	0	257	0	0	0	0	0	0	257.5
13047681	CONANT CNL(12A	0	0	0	0	0	2451	0	0	0	0	0	0	2451.1
13047710	K NYBORG	0	0	0	0	0	229	0	0	0	0	0	0	228.7
13047900	BOOM CRK (13A)	0	0	0	0	0	855	0	0	0	0	0	0	855.1
13048050	ORME CANAL	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048060	SQUIR P 3(14A)	0	0	0	0	0	239	0	0	0	0	0	0	238.6
13048070	L ORME PUMP	0	0	0	0	0	139	0	0	0	0	0	0	138.6
13048080	HARSHBRGR(13B)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048255	SQUIR P 1(14B)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048265	D ZUNDELL(12B)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048275	L LOOSLI 3(15A	0	0	0	0	0	326	0	0	0	0	0	0	325.6
13048280	L LOOSLI 4(15B	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048290	D BUDGE	0	0	0	0	0	119	0	0	0	0	0	0	119.3
13048350	J HILL (12C)	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048430	D REYNOLDS	0	0	0	0	0	357	0	0	0	0	0	0	356.9
13048440	C LOOSLI	0	0	0	0	0	420	0	0	0	0	0	0	419.9
13048470	T POTTER	0	0	0	0	0	60	0	0	0	0	0	0	59.7
13048475	ENTERPRISE	5758	0	0	0	0	10131	0	0	0	9810	0	0	0	0	25698.6
13048485	R D MILLER	0	0	0	0	0	165	0	0	0	0	0	0	0	0	165.5
13048551	C ATCHLEY (9I)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048556	W C DAVIS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13048560	FALL R CNL(16A	0	0	0	0	0	7727	0	0	0	0	0	0	0	0	7727.4
13048705	CHESTER	0	0	0	0	0	1261	0	0	0	0	0	0	0	0	1261.3
13049008	MCBEE	0	0	0	0	0	21	0	0	0	0	0	0	0	0	21.1
13049010	SILKEY	0	0	0	0	0	161	0	0	0	0	0	0	0	46	207.1
13049015	CURR	0	0	0	0	0	40	0	0	0	0	0	0	0	0	39.7
13049310	RLF PUMP	0	0	0	0	0	80	0	0	0	0	0	0	0	0	79.6
13049490	L LOOSLI #5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13049495	G BLANCHARD	0	0	0	0	0	45	0	0	0	0	0	0	0	0	44.7
	TOTAL	5758	0	0	0	0	51327	0	0	0	9810	0	0	0	46	66940.8

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)
TETON RIVER

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
13053951	SOUTH PIPE(31A	0	0	0	0	0	5541	0	0	0	0	0	0	0	5540.6
13053971	J RICKS (31B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054031	BOELKE (31C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054042	CLEMNTSVL(31D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054045	HIBBERT FARMS	0	0	0	0	0	119	0	0	0	0	0	0	0	119.3
13054111	R & J BROWN	0	0	0	0	0	1581	0	0	0	0	0	0	0	1581.4
13054291	P L STOTT	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054420	B PARKINSON	0	0	0	0	0	3530	0	0	0	0	0	0	0	3529.9
13054515	CANYON CR CANA	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054575	LINDERMAN (31E	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054577	G CRAPO	0	0	0	0	0	30	0	0	0	0	0	0	0	29.9
13054590	P STEVENS	0	0	0	0	0	1970	0	0	0	0	0	0	0	1970.4
13054705	V SCHWENDIMAN	0	0	0	0	0	3692	0	0	0	0	0	0	0	3691.6
13054772	R B RICKS	0	0	0	0	0	37	0	0	0	0	0	0	0	37.3
13054801	CANYON CR LAT	0	0	0	0	0	803	0	0	0	0	0	0	0	802.9
13054850	SIDDOWAY SHEEP	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13054940	H BISCHOFF	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055030	WILFORD	0	0	0	0	0	3551	0	0	0	0	0	0	0	3551.2
13055032	D ALLEN (18B)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055033	B TUCKER (18C)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055036	B PARKER (18D)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055037	SIDWY PMP(18E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055039	MCKINNLEY(18F)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055040	TETON IRR(18A)	0	0	0	0	0	1533	0	0	0	0	0	0	111	1644.1
13055042	SIDDOWAY (18G)	0	0	0	0	0	416	0	0	0	0	0	0	0	415.7
13055050	PIONEER	0	0	0	0	0	144	0	0	0	0	0	0	0	143.7
13055060	STEWART	0	0	0	0	0	466	0	0	0	0	0	0	0	465.9
13055193	N BIRCH	0	0	0	0	0	30	0	0	0	0	0	0	0	29.9
13055195	B LEAVITT	0	0	0	0	0	89	0	0	0	0	0	0	0	89.5
13055205	PINCOCK-BYGTON	0	0	0	0	0	288	0	0	0	0	0	0	0	288.3
13055206	B HOLLIST	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055210	TETON ISLAND F	0	0	0	0	0	8890	0	0	0	0	0	0	0	8890.0
13055245	SALEM UNION B	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055263	J HARRIS	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055275	ROXANA	0	0	0	0	0	96	0	0	0	0	0	0	0	95.5
13055280	ISLAND WARD	0	0	0	0	0	347	0	0	0	0	0	0	0	346.8
13055295	SAUREY	0	0	0	0	0	401	0	0	0	0	0	0	0	400.8
13055309	CARTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055310	BASS POND	0	0	0	0	0	0	0	0	0	0	0	0	78	77.6
13055311	PINCOCK-GARNER	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055313	GARDNER-BEDDES	0	0	0	0	0	99	0	0	0	0	0	0	0	99.4
13055314	BIGLER SLOUGH	0	0	0	0	0	94	0	0	0	0	0	0	0	93.9
13055315	WDMNSE-JSN(19A	0	0	0	0	0	1195	0	0	0	0	0	0	0	1195.2
13055319	G GODFREY	0	0	0	0	0	5	0	0	0	0	0	0	0	5.0
13055321	R R RICKS	0	0	0	0	0	219	0	0	0	0	0	0	0	218.7
13055323	CITY OF REXBUR	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055325	T BRUNSON(19B)	0	0	0	0	0	83	0	0	0	0	0	0	0	82.5
13055327	J S WRIGHT	0	0	0	0	0	31	0	0	0	0	0	0	0	30.8
13055328	CMTRY PUMP (35	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
13055334	REXBURG IRRIG	0	0	0	0	0	3920	0	0	0	0	0	0	0	3919.6
13055339	WALTER PND (34	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
	TOTAL	0	0	0	0	0	39198	0	0	0	0	0	0	189	39387.1

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)
WILLOW CREEK

NUMBER	USER	JACKSN PALSDS PL USR PL WWS HNRY L ISL PK GRSY L	RIRIE AM WWS AM FLS L WLCT RN LTF PL PWR RENTAL	TOTAL
13057938	LOERTSCHER	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13057950	RIRIE RESRVR	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058015	BOYD FOSTER	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058050	CENTURY HOLDIN	0 0 0 0 0 0 0	0 0 0 0 0 0 0 1600	1600.0
13058090	SCHWENDIMAN	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058105	LOVELL # 1	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058125	FERGUSON	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058145	LOVELL # 2	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058165	W REID #1	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058210	SARGENT & SUMM	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058220	MAX COOPER PUM	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058230	DURTSCHI PUMPS	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058250	W REED #2	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058265	FOSTER-SARGENT	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058270	SPERRY	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058280	BRINKERHOFF	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058290	ORVAL AVERY	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058310	ROY AVERY	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058330	STUCKI PUMPS	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058340	SCHWENDIMAN #2	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058350	O AVERY PUMP	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058370	ROY COOPER SAN	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058380	ROY COOPER WIL	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058508	D KEELER	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058510	PROGRESSIVE SA	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058512	BEAN	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058514	W & O COOPER	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058515	IDAHO FR SAND	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058519	DEMICK	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
13058530	PROGRESSIVE WI	0 0 0 0 0 0 0	0 0 0 0 0 0 0 0	0.0
	TOTAL	0 0 0 0 0 0 0	0 0 0 0 0 0 0 1600	1600.0

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)

NUMBER	USER	JACKSN	PALSDS	PL USR	PL WWS	HNRY L	ISL PK	GRSY L	RIRIE AM	WWS AM	FLS L	WLCT RN	LTF PL	PWR RENTAL	TOTAL
	MISCELLANEOUS														
99999100	POCATELLO CITY	0	46604	0	0	0	0	0	0	0	0	0	0	-17866	28737.7
99999150	IWRB	0	4893	0	0	0	0	0	0	0	0	0	0	0	4893.5
99999200	FRE-MAD SNAKE	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999250	WYOMING COMPCT	0	32297	0	0	0	0	0	0	0	0	0	0	0	32297.0
99999300	PALISADES USRS	0	0	51646	548	0	0	0	0	0	0	0	0	-1114	51080.7
99999350	IDAHO POWER CO	0	0	0	0	0	0	0	0	0	43332	0	0	0	43331.9
99999400	BUREAU OF REC	0	6	0	0	0	0	0	0	0	0	0	0	9777 150000	159783.1
99999410	ARTESIAN IRR	0	0	0	0	0	0	0	0	0	2734	0	0	0	0	2734.5
99999500	SNAKE UNALC BK	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999525	FREE-MAD TRANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999550	FRE-MAD MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999600	F-M UNALLCATED	0	0	0	0	0	11139	0	0	0	0	0	0	0	131	11270.0
99999700	MITIGATION INC	0	16011	0	2564	0	0	0	73892	0	0	0	0	0	0	92467.4
99999725	GROUND WTR EX	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
99999950	MILNER	0	0	0	0	0	0	0	0	0	0	0	0	0	416	416.1
99999990	OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
	TOTAL	0	99812	51646	3112	0	11139	0	73892	0	46066	0	0	9777	131568	427011.7

PART 2

2023 WATER DISTRICT 1 RESERVOIR STORAGE BY USER AFTER PERCENT FILL, BLK LOSS, AND EVAPORATION, WITH RENTAL POOL(ACRE-FEET)

RIVER REACH	JACKSON	PALISADES	PAL USR	PAL WWS	HENRYS LAKE	ISLAND PARK	GRASSY LAKE
IRWIN TO LORENZO	54881.4	129567.0	0.0	47369.0	0.0	0.0	0.0
LORENZO TO BLACKFOOT	169493.9	291847.0	0.0	78906.4	0.0	96.5	0.0
BLACKFOOT TO MILNER	567564.4	316815.4	0.0	120880.8	0.0	0.0	0.0
MAIN STEM HENRYS FRK	0.0	0.0	0.0	0.0	86977.7	43273.7	0.0
FALLS RIVER	5757.7	0.0	0.0	0.0	0.0	51326.6	0.0
TETON RIVER	0.0	0.0	0.0	0.0	0.0	39198.2	0.0
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MISCELLANEOUS	0.0	99811.5	51646.2	3112.3	0.0	11139.0	0.0
TOTAL	797697.3	838040.9	51646.2	250268.4	86977.7	145034.0	0.0

RIVER REACH	RIRIE	AM WWS	AM FALLS	LAKE WALCOTT	RNT LTF	PAL PWR	RENTAL POOL	TOTAL
IRWIN TO LORENZO	0.0	0.0	51566.6	0.0	0.0	0.0	-7056.6	276327.3
LORENZO TO BLACKFOOT	0.0	0.0	176757.8	0.0	0.0	0.0	-15273.1	701828.4
BLACKFOOT TO MILNER	0.0	153489.1	1189246.7	93172.1	0.0	0.0	46243.5	2487412.0
MAIN STEM HENRYS FRK	0.0	0.0	0.0	0.0	0.0	0.0	3805.9	134057.3
FALLS RIVER	0.0	0.0	9810.5	0.0	0.0	0.0	46.0	66940.8
TETON RIVER	0.0	0.0	0.0	0.0	0.0	0.0	188.9	39387.1
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	1600.0	1600.0
MISCELLANEOUS	73891.7	0.0	46066.3	0.0	0.0	9777.2	131567.6	427011.7
TOTAL	73891.7	153489.1	1473447.9	93172.1	0.0	9777.2	161122.2	4134564.7

TABLE 21. 2023 STORED WATER ACCOUNTS - IRWIN TO LORENZO (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13032510	P BYRD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032515	BOY SCOUT PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032520	A ROSTAD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032920	R ROSE	0.0	0.0	4.1	0.0	0.0	-4.1	4.1	0.0	0.0
13033010	PALISADES CNL	0.0	125.0	347.3	0.0	0.0	-222.3	222.3	0.0	0.0
13033643	J FLEMING	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033650	MERT OGDEN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033660	LYNN DIXON	0.0	0.0	177.1	0.0	0.0	-177.1	177.1	0.0	0.0
13033698	J CHICK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13034460	L JACOBSON	0.0	0.0	140.7	0.0	0.0	-140.7	140.7	0.0	0.0
13037305	I SPAULDING	0.0	0.0	26.0	0.0	0.0	-26.0	26.0	0.0	0.0
13037490	B FOSTER	0.0	0.0	742.8	0.0	0.0	-742.8	742.8	0.0	0.0
13037505	ANDERSON (1A)	49250.2	4483.3	24531.8	0.0	0.0	29201.7	-6513.9	0.0	22687.8
13037510	M & M CATTLE	0.0	0.0	221.3	0.0	0.0	-221.3	221.3	0.0	0.0
13037855	M NEWBY #1(2A)	0.0	0.0	130.5	0.0	0.0	-130.5	130.5	0.0	0.0
13037860	M NEWBY #2(2B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037880	M NEWBY #3(2C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037975	EAGLE ROCK(1B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037980	FARMERS FRIEND	11157.2	17.0	5288.6	0.0	0.0	5885.6	-23.8	0.0	5861.8
13037985	ENTERPRIZE	36319.1	-7270.0	15388.6	0.0	0.0	13660.5	-77.0	0.0	13583.5
13037997	C HICKMAN	0.0	0.0	5.8	0.0	0.0	-5.8	5.8	0.0	0.0
13038025	BUTLER ISLAND	244.7	0.0	42.4	0.0	0.0	202.3	-0.5	0.0	201.8
13038030	ROSS AND RAND	0.0	0.0	38.4	0.0	0.0	-38.4	38.4	0.0	0.0
13038055	HARRISON	46267.9	-5000.0	9054.1	0.0	0.0	32213.8	0.0	0.0	32213.8
13038075	G SCOTT #1(3A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038079	J BROWN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038081	G SCOTT #2(3B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038084	SUBDIV PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038085	RUDY	21370.8	0.0	20161.4	0.0	0.0	1209.4	3285.9	0.0	4495.3
13038090	LOWDER SLOUGH	2583.8	0.0	1046.1	0.0	0.0	1537.7	-5.5	0.0	1532.2
13038098	KITE & NORD	0.0	0.0	45.5	0.0	0.0	-45.5	45.5	0.0	0.0
13038110	BURGESS (4A)	49613.2	0.0	26579.9	0.0	0.0	23033.3	157.9	0.0	23191.2
13038113	M H HILL	0.0	0.0	157.7	0.0	0.0	-157.7	157.7	0.0	0.0
13038115	CLARK & ED(5A)	783.0	0.0	386.5	0.0	0.0	396.5	-1.7	0.0	394.8
13038145	CROFT	0.0	0.0	47.0	0.0	0.0	-47.0	47.0	0.0	0.0
13038146	MILLER PUMP	0.0	0.0	8.2	0.0	0.0	-8.2	8.2	0.0	0.0
13038147	J EDWARDS (5D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038148	G HOLMAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038149	G MUMA	0.0	0.0	5.4	0.0	0.0	-5.4	5.4	0.0	0.0

TABLE 21. CONTINUED

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13038150	EAST LABELLE	782.9	0.0	370.8	0.0	0.0	412.1	-1.7	0.0	410.4
13038151	B GROVER (5B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038180	RIGBY	6165.8	0.0	2441.2	0.0	0.0	3724.6	-13.2	0.0	3711.4
13038183	K FOSTER (5C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038201	WHITE ISLAND	0.0	0.0	213.4	0.0	0.0	-213.4	213.4	0.0	0.0
13038204	DILTS LAT (6B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038205	DILTS (6A)	2527.0	0.0	1574.6	0.0	0.0	952.4	-5.4	0.0	947.0
13038210	ISLAND (30A)	4599.9	0.0	761.6	0.0	0.0	3838.3	-9.8	0.0	3828.5
13038225	W LBL&LG I(7A)	5872.2	0.0	497.2	0.0	0.0	5375.0	-95.9	0.0	5279.1
13038305	PARKS & LEWSVL	5382.8	0.0	3893.0	0.0	0.0	1489.8	-14.8	0.0	1475.0
13038315	NORTH RIGBY	1174.4	0.0	464.8	0.0	0.0	709.6	-2.5	0.0	707.1
13038340	WHITE DTCH(7B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038352	D PHILLIPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038356	VON BARON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038360	BRAMWELL (8A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038362	ELLIS (30B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038365	FRESH PAC (8B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038371	J T JONES	0.0	0.0	3.3	0.0	0.0	-3.3	3.3	0.0	0.0
13038372	C JONES	0.0	0.0	112.9	0.0	0.0	-112.9	112.9	0.0	0.0
13038375	A ZOHNER (7D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038376	GNEITING (36B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038382	W DABELL (7E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038384	D STOKER (7C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038385	SKAAR PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038386	J N ERICKSON	0.0	0.0	1183.4	0.0	0.0	-1183.4	1183.4	0.0	0.0
13038388	MATTSON-CRAIG	1262.5	0.0	324.8	0.0	0.0	937.7	-2.7	0.0	935.0
13038392	SUNNYDELL(29A)	9920.2	-334.0	7076.0	0.0	0.0	2510.2	1080.0	0.0	3590.2
13038393	B COVINGTON	0.0	0.0	839.8	0.0	0.0	-839.8	839.8	0.0	0.0
13038405	T PARKINSON	0.0	0.0	399.6	0.0	0.0	-399.6	399.6	0.0	0.0
13038410	R GROVER	0.0	0.0	76.8	0.0	0.0	-76.8	76.8	0.0	0.0
13038415	BYBEE PMP(29B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038417	D CHENEY	0.0	3.0	17.4	0.0	0.0	-14.4	14.5	0.0	0.1
13038422	L ROBINSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038426	LENROOT	16529.2	10.0	11631.7	0.0	0.0	4907.5	19.3	0.0	4926.8
13038428	R BURNS	0.0	15.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0
13038431	REID	6977.1	894.1	2843.4	0.0	0.0	5027.8	-16.4	0.0	5011.4
13038434	TEXAS & LIBRTY	4599.9	0.0	502.8	0.0	0.0	4097.1	-8.3	0.0	4088.8
13038435	BANNOCK JIM	0.0	0.0	25.4	0.0	0.0	-25.4	25.4	0.0	0.0
13038436	HILL PETTINGER	0.0	0.0	493.4	0.0	0.0	-493.4	493.4	0.0	0.0
13038437	NELSON COREY	0.0	0.0	11.5	0.0	0.0	-11.5	11.5	0.0	0.0
13038438	L HILL	0.0	0.0	78.1	0.0	0.0	-78.1	0.0	78.1	0.0
	TOTAL	283383.9	-7056.6	140429.1	0.0	0.0	135898.2	3096.8	78.1	139073.1

TABLE 22. 2023 STORED WATER ACCOUNTS - LORENZO TO BLACKFOOT (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13056501	BEAVER DICK	96.5	0.0	7.8	0.0	0.0	88.7	0.0	0.0	88.7
13057012	L HARTERT(20B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057013	GUNDERSON(20C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057014	MILR-BARN(20D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057021	BTTE SLGH(20E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057025	BTTE-MKTL(20A)	49128.5	162.0	2170.4	0.0	0.0	47120.1	-104.9	0.0	47015.2
13057030	BEAR TRAP	0.0	0.0	908.6	0.0	0.0	-908.6	908.6	0.0	0.0
13057038	WALKER FARMS	0.0	0.0	124.0	0.0	0.0	-124.0	124.0	0.0	0.0
13057046	M TOMCHAK	0.0	0.0	9.1	0.0	0.0	-9.1	9.1	0.0	0.0
13057090	A WILDE PUMP	0.0	0.0	21.4	0.0	0.0	-21.4	21.4	0.0	0.0
13057091	K ALBERTSON	0.0	0.0	44.2	0.0	0.0	-44.2	44.2	0.0	0.0
13057097	N FULLMER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057105	D BOYCE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057106	B TOMCHAK #1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057108	B TOMCHAK #3	0.0	0.0	230.8	0.0	0.0	-230.8	230.8	0.0	0.0
13057113	RHODEHOUSE (20	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057114	STIENKE-MURDOC	0.0	0.0	16.0	0.0	0.0	-16.0	16.0	0.0	0.0
13057115	L CARLSON N(4B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057116	B TOMCHAK #2	0.0	0.0	0.7	0.0	0.0	-0.7	0.7	0.0	0.0
13057117	L CARLSON S(4C	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057118	H BROWN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057119	OSGOOD GR PMP	0.0	0.0	3.9	0.0	0.0	-3.9	3.9	0.0	0.0
13057120	KINGSTON NTH	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057121	G OFFUT (4D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057122	KINGSTON STH	0.0	0.0	35.7	0.0	0.0	-35.7	35.7	0.0	0.0
13057123	BEAR ISL NORTH	151.7	0.0	69.2	0.0	0.0	82.5	0.0	0.0	82.5
13057124	BEAR ISL WEST	139.0	0.0	28.5	0.0	0.0	110.5	-0.3	0.0	110.2
13057125	OSGOOD	11202.5	0.0	3311.0	0.0	0.0	7891.5	15.0	0.0	7906.5
13057126	CLEMENTS	260.3	0.0	90.6	0.0	0.0	169.7	90.0	0.0	259.7
13057130	KENNEDY	195.7	0.0	305.5	0.0	0.0	-109.8	109.8	0.0	0.0
13057135	GREAT WST(21A)	84131.4	-4477.7	10786.5	0.0	0.0	68867.2	2208.8	0.0	71076.0
13057139	G ELLSWORTH (4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057140	L HANSEN E(4E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057141	A ZOHNER	0.0	0.0	31.0	0.0	0.0	-31.0	31.0	0.0	0.0
13057143	M BOAM (4F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057144	R MACKAY (4G)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057145	IDAHO (33A)	86661.9	-12281.4	2989.7	0.0	0.0	71390.8	-926.6	0.0	70464.2
13057146	MORTMER P(33B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057147	SCHWIEDER PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057148	D & A PUMP (33	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057149	JOHNSN PMP (4J	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057250	PORTER (21B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

TABLE 22. CONTINUED

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13059490	IF MONROC LYON	0.0	0.0	95.5	0.0	0.0	-95.5	95.5	0.0	0.0
13059505	WOODVILLE(22A)	14790.6	0.0	4542.8	0.0	0.0	10247.8	73.4	0.0	10321.2
13059510	WDVL PMP1(22B)	0.0	0.0	99.5	0.0	0.0	-99.5	99.5	0.0	0.0
13059513	MULBERRY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059515	WDVL PMP2(22C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059520	WDVL SIPH(22D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059523	GEM LAKE WILDL	0.0	0.0	23.3	0.0	0.0	-23.3	0.0	23.3	0.0
13059525	SNKE R VY(23A)	82139.9	-9759.0	26899.1	0.0	0.0	45481.8	-699.0	0.0	44782.8
13060050	A CORBETT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060055	P HILL (23B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060500	RESERV MITIG	0.0	0.0	12255.4	0.0	0.0	-12255.4	12255.4	0.0	0.0
13060501	RESERVATION	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060505	OXBOW PUMP	0.0	0.0	138.0	0.0	0.0	-138.0	138.0	0.0	0.0
13061430	BLACKFOOT	23227.1	-1500.0	0.0	0.0	0.0	21727.1	-49.5	0.0	21677.6
13061520	NEW LAVSD(24A)	11499.7	0.0	156.6	0.0	0.0	11343.1	-186.6	0.0	11156.5
13061521	ADAMS STH(25B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061523	ADAMS NTH(25C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061525	PEOPLES (25A)	73599.7	-4314.0	20107.5	0.0	0.0	49178.2	-156.9	0.0	49021.3
13061610	ABERDEEEN	256761.8	19917.0	136906.2	0.0	0.0	139772.6	-547.9	0.0	139224.7
13061625	SWID	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061650	CORBETT	10995.8	-2170.0	80.7	0.0	0.0	8745.1	-23.4	0.0	8721.7
13061670	NIELSON-HANSEN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061677	R LAMBERT(26B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061685	LAVSD PMPS(24B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061705	RIVERSIDE(26A)	1444.1	-50.0	391.8	0.0	0.0	1002.3	158.9	0.0	1161.2
13061995	DANSKIN	2107.9	-400.0	5.6	0.0	0.0	1702.3	-4.5	0.0	1697.8
13062050	TREGO	5139.1	0.0	0.0	0.0	0.0	5139.1	-11.0	0.0	5128.1
13062051	JENSEN GROVE	0.0	0.0	525.0	0.0	0.0	-525.0	525.0	0.0	0.0
13062503	WEARYRICK	515.2	-250.0	0.0	0.0	0.0	265.2	-1.1	0.0	264.1
13062504	WADSWORTH(32A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062505	WADSWORTH(32B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062506	WATSON	1988.2	-50.0	41.1	0.0	0.0	1897.1	-4.2	0.0	1892.9
13062507	PARSONS	924.9	-100.0	0.0	0.0	0.0	824.9	-2.0	0.0	822.9
	TOTAL	717101.5	-15273.1	223452.7	0.0	0.0	478375.7	14476.8	23.3	492875.8

TABLE 23. 2023 STORED WATER ACCOUNTS - BLACKFOOT TO MILNER (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13069569	J RANDALL	0.0	100.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0
13075800	PORTNEUF RENTA	0.0	0.0	668.3	0.0	0.0	-668.3	668.3	0.0	0.0
13075900	FT HALL MICHAU	128044.0	-30000.0	23576.1	0.0	0.0	74467.9	-668.3	0.0	73799.6
13076400	FALLS IRRIGATI	61745.2	-6000.0	15297.1	0.0	0.0	40448.1	-131.7	0.0	40316.4
13077652	M OSBORN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13077755	CALL FARMS	0.0	0.0	271.7	0.0	0.0	-271.7	271.7	0.0	0.0
13077775	R EVANS	0.0	0.0	141.2	0.0	0.0	-141.2	0.0	141.2	0.0
13080000	MINIDKA N(27A)	340574.4	-34300.0	152457.0	0.0	0.0	153817.4	7231.2	0.0	161048.6
13080500	MINIDKA S(27B)	221662.4	17901.0	121254.0	0.0	0.0	118309.4	3195.3	0.0	121504.7
13081750	LHC PROP	0.0	0.0	96.2	0.0	0.0	-96.2	96.2	0.0	0.0
13084590	L LEBSACK	0.0	0.0	77.5	0.0	0.0	-77.5	77.5	0.0	0.0
13084598	MID MISC	0.0	0.0	201.1	0.0	0.0	-201.1	201.1	0.0	0.0
13084599	MILNER MISC	0.0	0.0	234.6	0.0	0.0	-234.6	0.0	234.6	0.0
13084610	LAW-KER FAMRS	0.0	0.0	117.3	0.0	0.0	-117.3	117.3	0.0	0.0
13084640	BURLEY GC	0.0	0.0	641.4	0.0	0.0	-641.4	641.4	0.0	0.0
13084650	CITY OF BURLEY	0.0	0.0	119.4	0.0	0.0	-119.4	119.4	0.0	0.0
13084655	SIMPLOT FTLZR	2446.7	0.0	0.0	0.0	0.0	2446.7	-5.2	0.0	2441.5
13084690	AMALGA SUGAR	0.0	0.0	79.6	0.0	0.0	-79.6	79.6	0.0	0.0
13084691	JACKSON 4K	0.0	0.0	54.0	0.0	0.0	-54.0	54.0	0.0	0.0
13084710	R TILLEY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084720	MILLERCOORS	0.0	0.0	306.2	0.0	0.0	-306.2	306.2	0.0	0.0
13084725	K SANDMANN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085270	H SCHODDE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085275	PR ENT #1	0.0	0.0	81.6	0.0	0.0	-81.6	81.6	0.0	0.0
13085300	PR ENT #2	0.0	0.0	34.5	0.0	0.0	-34.5	34.5	0.0	0.0
13085350	SWID PUMPS	0.0	7862.0	9850.5	0.0	0.0	-1988.5	1988.5	0.0	0.0
13085390	P HOBSON	0.0	0.0	67.2	0.0	0.0	-67.2	67.2	0.0	0.0
13085400	V HOBSON	0.0	0.0	140.6	0.0	0.0	-140.6	140.6	0.0	0.0
13085500	A & B IRR DIST	133842.2	4500.0	46548.9	0.0	0.0	91793.3	-285.8	0.0	91507.5
13085800	PA LATERL(28B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086000	MILNER IRRIG	87545.5	6050.0	38697.6	0.0	0.0	54897.9	2105.2	0.0	57003.1
13086510	A LATERL (28C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086512	J BRUNE (28D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086520	NS XCUT (28E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086530	RES DIST #2	385166.6	48481.8	338375.5	0.0	0.0	95272.9	177.5	0.0	95450.4
13087000	NRTHSDE TF(28A	840515.4	29783.1	510907.9	0.0	0.0	359390.6	-9544.9	0.0	349845.7
13087500	TWIN FALLS SOU	239626.1	1865.6	185664.1	0.0	0.0	55827.6	-5018.3	0.0	50809.3
	TOTAL	2441168.5	46243.5	1446061.1	0.0	0.0	1041350.9	2000.1	375.8	1043726.8

TABLE 24. 2023 STORED WATER ACCOUNTS - MAIN STEM HENRYS FRK (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13045655	G MAROTZ	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045675	N FK HIGHLANDS	55.7	0.0	0.0	0.0	0.0	55.7	0.0	0.0	55.7
13045705	F HOWELL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045710	S BOLLAERT	99.4	0.0	0.0	0.0	0.0	99.4	0.0	0.0	99.4
13045721	F VANDERSLOOT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045724	F VANDERSLOOT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045727	F VANDERSLOOT	99.4	0.0	0.0	0.0	0.0	99.4	0.0	0.0	99.4
13045755	T HOLCOMB	0.0	0.0	12.7	0.0	0.0	-12.7	12.7	0.0	0.0
13045780	R LEE	40.8	0.0	108.2	0.0	0.0	-67.4	0.0	67.4	0.0
13045805	Z EGBERT 1(9B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045807	R RITCHEY	45.1	0.0	0.0	0.0	0.0	45.1	0.0	0.0	45.1
13045810	N MLLER 1(10A)	102.4	0.0	56.9	0.0	0.0	45.5	0.0	0.0	45.5
13045811	N MLLER 2(10B)	89.5	0.0	0.0	0.0	0.0	89.5	0.0	0.0	89.5
13045813	Z EGBERT #2	139.2	0.0	51.9	0.0	0.0	87.3	0.0	0.0	87.3
13045823	R D BAKER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045829	D PHELPS (9C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045849	D SEELEY	0.0	0.0	52.8	0.0	0.0	-52.8	52.8	0.0	0.0
13045850	TY NEDROW	0.0	0.0	12.5	0.0	0.0	-12.5	0.0	12.5	0.0
13045860	Z EGBERT 3(9D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045880	Z EGBERT #4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045930	Z EGBERT #5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045940	G NEDROW	47.0	0.0	0.0	0.0	0.0	47.0	0.0	0.0	47.0
13045950	BAKER & NEDROW	304.3	0.0	0.0	0.0	0.0	304.3	0.0	0.0	304.3
13045960	M REYNOLDS #1	166.1	0.0	0.0	0.0	0.0	166.1	0.0	0.0	166.1
13046015	R & C BAUM	129.3	0.0	2.4	0.0	0.0	126.9	0.0	0.0	126.9
13046020	J MCCULLOCH	0.0	0.0	8.9	0.0	0.0	-8.9	8.9	0.0	0.0
13046025	M REYNOLDS #2	95.9	0.0	1.2	0.0	0.0	94.7	0.0	0.0	94.7
13046070	A NEDROW #1	0.0	0.0	17.5	0.0	0.0	-17.5	17.5	0.0	0.0
13046072	A NEDROW #2	0.0	0.0	19.9	0.0	0.0	-19.9	19.9	0.0	0.0
13046075	J NEDROW	305.3	0.0	88.1	0.0	0.0	217.2	0.0	0.0	217.2
13046083	V & D KIRKHAM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046084	D NEDROW	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046086	L FRANSEN(11B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046090	L BRATT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046095	L LOOSLI #1	4.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	4.0
13046310	DEWEY	585.7	0.0	271.5	0.0	0.0	314.2	0.0	0.0	314.2
13046315	J SEELEY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

TABLE 24. CONTINUED

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13049550	LAST CHANCE	12404.2	-167.0	2744.7	0.0	0.0	9492.5	-20.7	0.0	9471.8
13049560	XCUT TO TETN	0.0	0.0	1827.1	0.0	0.0	-1827.1	0.0	1827.1	0.0
13049561	XCUT FAL R(16B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049705	FARMERS FRIEND	4999.9	0.0	3426.6	0.0	0.0	1573.3	0.0	0.0	1573.3
13049710	TWIN GROVES	4036.6	0.0	3422.1	0.0	0.0	614.5	0.0	0.0	614.5
13049725	ST ANTH U(17A)	10558.0	4515.9	4640.9	0.0	0.0	10433.0	-15.5	0.0	10417.5
13049805	SALEM UNION CA	29342.7	-373.0	8141.4	0.0	0.0	20828.3	-46.1	0.0	20782.2
13050525	EGIN	9498.0	-125.0	185.6	0.0	0.0	9187.4	-15.5	0.0	9171.9
13050530	ST AN U FD(17B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13050535	INDEPENDENT	31353.1	263.0	3030.5	0.0	0.0	28585.6	-49.7	0.0	28535.9
13050545	CONSOLIDATED F	25750.0	-308.0	9099.1	0.0	0.0	16342.9	-38.0	0.0	16304.9
	TOTAL	130251.4	3805.9	37222.5	0.0	0.0	96834.8	-73.7	1907.0	98668.1

TABLE 25. 2023 STORED WATER ACCOUNTS - FALLS RIVER (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13047305	YELLOWSTONE	1601.9	0.0	1317.4	0.0	0.0	284.5	0.0	0.0	284.5
13047474	ATCHLEY P(9E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047475	MARYSVILLE(9A)	17637.5	0.0	12305.1	0.0	0.0	5332.4	0.0	0.0	5332.4
13047515	F & L GRIFFEL	198.9	0.0	160.5	0.0	0.0	38.4	0.0	0.0	38.4
13047565	R BAUM	0.0	0.0	105.3	0.0	0.0	-105.3	0.0	105.3	0.0
13047568	ORME PLACE	0.0	0.0	170.8	0.0	0.0	-170.8	170.8	0.0	0.0
13047570	G/6 (9F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047575	FRMRS OWN(11A)	6706.9	0.0	2194.6	0.0	0.0	4512.3	0.0	0.0	4512.3
13047605	W SCAFE	99.4	0.0	20.6	0.0	0.0	78.8	0.0	0.0	78.8
13047615	R STURM #2(9G)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047616	R STURM #1(9H)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047625	M GRIFFEL	0.0	0.0	140.7	0.0	0.0	-140.7	140.7	0.0	0.0
13047635	L LOOSLI #2	0.0	0.0	126.7	0.0	0.0	-126.7	126.7	0.0	0.0
13047636	C MALOUF	257.5	0.0	155.9	0.0	0.0	101.6	0.0	0.0	101.6
13047681	CONANT CNL(12A	2451.1	0.0	1574.0	0.0	0.0	877.1	0.0	0.0	877.1
13047710	K NYBORG	228.7	0.0	79.7	0.0	0.0	149.0	0.0	0.0	149.0
13047900	BOOM CRK (13A)	855.1	0.0	887.4	0.0	0.0	-32.3	0.0	32.3	0.0
13048050	ORME CANAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048060	SQUIR P 3(14A)	238.6	0.0	525.0	0.0	0.0	-286.4	525.0	0.0	238.6
13048070	L ORME PUMP	138.6	0.0	106.5	0.0	0.0	32.1	0.0	0.0	32.1
13048080	HARSHBRGR(13B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048255	SQUIR P 1(14B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048265	D ZUNDELL(12B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048275	L LOOSLI 3(15A	325.6	0.0	145.6	0.0	0.0	180.0	0.0	0.0	180.0
13048280	L LOOSLI 4(15B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048290	D BUDGE	119.3	0.0	113.0	0.0	0.0	6.3	0.0	0.0	6.3
13048350	J HILL (12C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048430	D REYNOLDS	356.9	0.0	368.9	0.0	0.0	-12.0	0.0	12.0	0.0
13048440	C LOOSLI	419.9	0.0	464.9	0.0	0.0	-45.0	0.0	45.0	0.0
13048470	T POTTER	59.7	0.0	115.8	0.0	0.0	-56.1	0.0	56.1	0.0
13048475	ENTERPRISE	25698.6	0.0	9348.9	0.0	0.0	16349.7	-33.2	0.0	16316.5
13048485	R D MILLER	165.5	0.0	0.0	0.0	0.0	165.5	0.0	0.0	165.5
13048551	C ATCHLEY (9I)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048556	W C DAVIS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048560	FALL R CNL(16A	7727.4	0.0	577.1	0.0	0.0	7150.3	0.0	0.0	7150.3
13048705	CHESTER	1261.3	0.0	321.8	0.0	0.0	939.5	0.0	0.0	939.5
13049008	MCBEE	21.1	0.0	0.0	0.0	0.0	21.1	0.0	0.0	21.1
13049010	SILKEY	161.1	46.0	109.0	0.0	0.0	98.1	0.0	0.0	98.1
13049015	CURR	39.7	0.0	50.9	0.0	0.0	-11.2	0.0	11.2	0.0
13049310	RLF PUMP	79.6	0.0	82.5	0.0	0.0	-2.9	0.0	2.9	0.0
13049490	L LOOSLI #5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049495	G BLANCHARD	44.7	0.0	0.0	0.0	0.0	44.7	0.0	0.0	44.7
	TOTAL	66894.8	46.0	31568.6	0.0	0.0	35372.2	930.0	264.8	36567.0

TABLE 26. 2023 STORED WATER ACCOUNTS - TETON RIVER (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13053951	SOUTH PIPE(31A	5540.6	0.0	4797.3	0.0	0.0	743.3	530.8	0.0	1274.1
13053971	J RICKS (31B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054031	BOELKE (31C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054042	CLEMNTSVL(31D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054045	HIBBERT FARMS	119.3	0.0	119.2	0.0	0.0	0.1	0.0	0.0	0.1
13054111	R & J BROWN	1581.4	0.0	1664.4	0.0	0.0	-83.0	0.0	83.0	0.0
13054291	P L STOTT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054420	B PARKINSON	3529.9	0.0	2900.0	0.0	0.0	629.9	0.0	0.0	629.9
13054515	CANYON CR CANA	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054575	LINDERMAN (31E	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054577	G CRAPO	29.9	0.0	150.9	0.0	0.0	-121.0	0.0	121.0	0.0
13054590	P STEVENS	1970.4	0.0	2715.2	0.0	0.0	-744.8	608.9	135.9	0.0
13054705	V SCHWENDIMAN	3691.6	0.0	3509.4	0.0	0.0	182.2	672.0	0.0	854.2
13054772	R B RICKS	37.3	0.0	481.2	0.0	0.0	-443.9	109.0	334.9	0.0
13054801	CANYON CR LAT	802.9	0.0	1754.5	0.0	0.0	-951.6	833.1	118.5	0.0
13054850	SIDDOWAY SHEEP	0.0	0.0	126.2	0.0	0.0	-126.2	0.0	126.2	0.0
13054940	H BISCHOFF	0.0	0.0	98.1	0.0	0.0	-98.1	0.0	98.1	0.0
13055030	WILFORD	3551.2	0.0	145.5	0.0	0.0	3405.7	0.0	0.0	3405.7
13055032	D ALLEN (18B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055033	B TUCKER (18C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055036	B PARKER (18D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055037	SIDWY PMP(18E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055039	MCKINNLEY(18F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055040	TETON IRR(18A)	1532.8	111.3	111.3	0.0	0.0	1532.8	0.0	0.0	1532.8
13055042	SIDDOWAY (18G)	415.7	0.0	0.0	0.0	0.0	415.7	0.0	0.0	415.7
13055050	PIONEER	143.7	0.0	25.5	0.0	0.0	118.2	0.0	0.0	118.2
13055060	STEWART	465.9	0.0	0.0	0.0	0.0	465.9	0.0	0.0	465.9
13055193	N BIRCH	29.9	0.0	28.0	0.0	0.0	1.9	0.0	0.0	1.9
13055195	B LEAVITT	89.5	0.0	10.1	0.0	0.0	79.4	0.0	0.0	79.4
13055205	PINCOCK-BYGTON	288.3	0.0	16.8	0.0	0.0	271.5	0.0	0.0	271.5
13055206	B HOLLIST	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055210	TETON ISLAND F	8890.0	0.0	3170.2	0.0	0.0	5719.8	0.0	0.0	5719.8
13055245	SALEM UNION B	0.0	0.0	2.8	0.0	0.0	-2.8	0.0	2.8	0.0
13055263	J HARRIS	0.0	0.0	14.2	0.0	0.0	-14.2	0.0	14.2	0.0
13055275	ROXANA	95.5	0.0	24.5	0.0	0.0	71.0	0.0	0.0	71.0
13055280	ISLAND WARD	346.8	0.0	264.6	0.0	0.0	82.2	0.0	0.0	82.2
13055295	SAUREY	400.8	0.0	360.4	0.0	0.0	40.4	0.0	0.0	40.4
13055309	CARTER	0.0	0.0	8.9	0.0	0.0	-8.9	8.9	0.0	0.0
13055310	BASS POND	0.0	77.6	77.6	0.0	0.0	0.0	0.0	0.0	0.0
13055311	PINCOCK-GARNER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055313	GARDNER-BEDDES	99.4	0.0	22.2	0.0	0.0	77.2	0.0	0.0	77.2
13055314	BIGLER SLOUGH	93.9	0.0	93.1	0.0	0.0	0.8	0.0	0.0	0.8
13055315	WDMNSE-JSN(19A	1195.2	0.0	96.0	0.0	0.0	1099.2	0.0	0.0	1099.2
13055319	G GODFREY	5.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	5.0
13055321	R R RICKS	218.7	0.0	67.4	0.0	0.0	151.3	0.0	0.0	151.3
13055323	CITY OF REXBUR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055325	T BRUNSON(19B)	82.5	0.0	0.0	0.0	0.0	82.5	0.0	0.0	82.5
13055327	J S WRIGHT	30.8	0.0	0.0	0.0	0.0	30.8	0.0	0.0	30.8
13055328	CMTRY PUMP (35	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055334	REXBURG IRRIG	3919.6	0.0	1923.8	0.0	0.0	1995.8	0.0	0.0	1995.8
13055339	WALTER PND (34	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	39198.2	188.9	24779.3	0.0	0.0	14607.8	2762.7	1034.6	18405.2

TABLE 27. 2023 STORED WATER ACCOUNTS - WILLOW CREEK (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
13057938	LOERTSCHER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058015	BOYD FOSTER	0.0	0.0	824.3	0.0	0.0	-824.3	824.3	0.0	0.0
13058050	CENTURY HOLDIN	0.0	1600.0	1724.8	0.0	0.0	-124.8	124.8	0.0	0.0
13058090	SCHWENDIMAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058105	LOVELL # 1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058125	FERGUSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058145	LOVELL # 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058165	W REID #1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058210	SARGENT & SUMM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058220	MAX COOPER PUM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058230	DURTSCHI PUMPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058250	W REED #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058265	FOSTER-SARGENT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058270	SPERRY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058280	BRINKERHOFF	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058290	ORVAL AVERY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058310	ROY AVERY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058330	STUCKI PUMPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058340	SCHWENDIMAN #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058350	O AVERY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058370	ROY COOPER SAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058380	ROY COOPER WIL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058508	D KEELER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058510	PROGRESSIVE SA	0.0	0.0	41.6	0.0	0.0	-41.6	41.6	0.0	0.0
13058512	BEAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058514	W & O COOPER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058515	IDAHO FR SAND	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058519	DEMICK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058530	PROGRESSIVE WI	0.0	0.0	5722.8	0.0	0.0	-5722.8	5722.8	0.0	0.0
	TOTAL	0.0	1600.0	8313.5	0.0	0.0	-6713.5	6713.5	0.0	0.0

TABLE 28. 2023 STORED WATER ACCOUNTS - MISCELLANEOUS (ACRE-FEET)

NUMBER	NAME	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
99999100	POCATELLO CITY	46603.6	-17865.9	0.0	0.0	0.0	28737.7	-99.0	0.0	28638.7
99999150	IWRB	4893.5	0.0	0.0	0.0	0.0	4893.5	-10.4	0.0	4883.1
99999200	FRE-MAD SNAKE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999250	WYOMING COMPCT	32297.0	0.0	0.0	0.0	0.0	32297.0	-8233.0	0.0	24064.0
99999300	PALISADES USRS	52194.3	-1113.6	0.0	0.0	0.0	51080.7	-18584.5	0.0	32496.2
99999350	IDAHO POWER CO	43331.9	0.0	42778.8	0.0	0.0	553.1	-92.5	0.0	460.6
99999400	BUREAU OF REC	9783.1	150000.0	150000.0	0.0	0.0	9783.1	0.0	0.0	9783.1
99999410	ARTESIAN IRR	2734.5	0.0	0.0	0.0	0.0	2734.5	-2734.5	0.0	0.0
99999500	SNAKE UNALC BK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999525	FREE-MAD TRANS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999550	FRE-MAD MISC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999600	F-M UNALLCATED	11139.0	131.0	0.0	0.0	0.0	11270.0	-4041.1	0.0	7228.9
99999700	MITIGATION INC	92467.4	0.0	0.0	0.0	0.0	92467.4	-12452.9	0.0	80014.5
99999725	GROUND WTR EX	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999950	MILNER	37000.0	416.1	0.0	416.1	416.1	37416.1	11161.1	0.0	48577.2
99999990	OTHER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	332444.1	131567.6	192778.8	416.1	416.1	271232.9	-35086.8	0.0	236146.2

TABLE 29. SUMMARY BY REACH OF 2023 STORED WATER ACCOUNTS IN WATER DISTRICT 1 (ACRE-FEET)

REACH	STORAGE ALLOCATED	STORAGE OR RENTAL POOL PURCHASE, SUPPLY (-)	STORAGE USED	REVERTED TO RENTAL POOL FROM USER	RETURN TO SPACEHOLDER FROM RENTAL POOL	BALANCE	ADJUST-MENT	EXCESS USED	CARRY-OVER
IRWIN TO LORENZO	283383.9	-7056.6	140429.1	0.0	0.0	135898.2	3096.8	78.1	139073.1
LORENZO TO BLACKFOOT	717101.5	-15273.1	223452.7	0.0	0.0	478375.7	14476.8	23.3	492875.8
BLACKFOOT TO MILNER	2441168.5	46243.5	1446061.1	0.0	0.0	1041350.9	2000.1	375.8	1043726.8
MAIN STEM HENRYS FRK	130251.4	3805.9	37222.5	0.0	0.0	96834.8	-73.7	1907.0	98668.1
FALLS RIVER	66894.8	46.0	31568.6	0.0	0.0	35372.2	930.0	264.8	36567.0
TETON RIVER	39198.2	188.9	24779.3	0.0	0.0	14607.8	2762.7	1034.6	18405.2
WILLOW CREEK	0.0	1600.0	8313.5	0.0	0.0	-6713.5	6713.5	0.0	0.0
MISCELLANEOUS	332444.1	131567.6	192778.8	416.1	416.1	271232.9	-35086.8	0.0	236146.2
TOTAL	4010442.5	161122.2	2104605.6	416.1	416.1	2066959.1	-5180.6	3683.7	2065462.2

Irrigation Year 2023 - Storage Rentals and Adjustments (Updated 03/08/2024)

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
13032920	Rod Rose	PWUI					4.1					Cat. 3 Assignment
13033010	Palisades Canal	PWUI					222.3					Cat. 3 Assignment
13033010	Palisades Canal		Adam Korth	100								Common Pool
13033010	Palisades Canal	PWUI	Lynn Dixon		25							Private Lease
13033660	Lynn Dixon	PWUI					177.1					Cat. 3 Assignment
13034460	Lloyd Jacobson	PWUI					140.7					Cat. 3 Assignment
13037305	Ira Spaulding	PWUI					26					Cat. 3 Assignment
13037490	Foster Agro	Idaho Canal						742.8				Idaho Canal Covers This
13037505	Anderson Canal	PWUI					179.7					Cat. 1 Assignment
13037505	Progressive Irrigation	Progressive Willow Creek						-5722.8				Progressive Covers This
13037505	Progressive Irrigation		Bruce Empey	23								Common Pool
13037505	Progressive Irrigation							-824.3				Progressive Exchange Well Pumping
13037505	Progressive								-104.9			Reduction For 2022 Common Pool
13037505	Progressive	IGWA/IWRB/SWC			7800.3							Private Lease
13037505	Progressive	Aberdeen Springfield Canal	AF-Aberdeen GWD		-1079							Private Lease
13037505	Progressive	Aberdeen Springfield Canal	AF-Aberdeen GWD		-2261							Private Lease
13037505	Progressive	Progressive Sand							-41.6			Flood Gaging Issues
13037510	M&M Cattle	PWUI					221.3					Cat. 3 Assignment
13037855	Newby Pumps	PWUI					130.5					Cat. 3 Assignment
13037980	Farmers Friend	PWUI					0					Cat. 1 Assignment
13037980	Farmers Friend		Herman Avery	2								Common Pool
13037980	Farmers Friend		Jesse Hill	15								Common Pool
13037980	Farmers Friend								-23.8			Reduction For 2022 Common Pool
13037985	Enterprize	PWUI					0					Cat. 1 Assignment
13037985	Enterprize	IGWA/IWRB/SWC	Bonneville - Jefferson GWD		-4000							Private Lease
13037985	Enterprize								-77			Reduction For 2022 Common Pool
13037985	Enterprize	IGWA/IWRB/SWC	Bingham GWD		-1670							Private Lease
13037985	Enterprize	Century Holdings	Century Holdings		-1600							Private Lease
13037997	Clarence Hickman	PWUI					5.8					Cat. 3 Assignment
13038025	Butler Island								-0.5			Reduction For 2022 Common Pool
13038030	Ross and Rand	PWUI					38.4					Cat. 3 Assignment
13038055	Harrison	PWUI					0					Cat. 1 Assignment
13038055	Harrison	IGWA/IWRB/SWC	Bingham GWD		-5000							Private Lease
13038085	Rudy	PWUI					3331.5					Cat. 2 Assignment
13038085	Rudy								-45.6			Reduction For 2022 Common Pool
13038090	Lowder	PWUI					0					Cat. 1 Assignment
13038090	Lowder								-5.5			Reduction For 2022 Common Pool
13038098	Kite and Nord	PWUI					45.5					Cat. 3 Assignment
13038110	Burgess Canal	PWUI					157.9					Cat. 1 Assignment
13038113	Merlin Hill	PWUI					157.7					Cat. 3 Assignment
13038115	Clark & Edwards								-1.7			Reduction For 2022 Common Pool
13038145	Croft	PWUI					47					Cat. 3 Assignment
13038146	M Miller	PWUI					8.2					Cat. 3 Assignment
13038149	Gordon Muma	PWUI					5.4					Cat. 3 Assignment
13038150	Labelle Irrigation								-1.7			Reduction For 2022 Common Pool
13038180	Rigby Canal								-13.2			Reduction For 2022 Common Pool
13038201	White Island	West Labelle & Long Island						213.4				Per Letter Dated 06/19/1992
13038205	Dilts								-5.4			Reduction For 2022 Common Pool
13038210	Island Canal								-9.8			Reduction For 2022 Common Pool
13038225	West Labelle & Long Island							-213.4				Per Letter Dated 06/19/1992
13038225	West Labelle & Long Island	PWUI					242.9					Cat. 1 Assignment
13038225	Wes Dabell	PWUI					0					Cat. 3 Assignment
13038225	West Labelle and Long Island								-12.5			Reduction For 2022 Common Pool
13038225	West Labelle & Long Island	Clyde Jones						-112.9				Per Letter Dated 03/20/2014
13038305	Parks and Lewisville								-11.5			Reduction For 2022 Common Pool
13038305	Parks and Lewisville	JT Jones						-3.3				Per Letter Dated 04/28/2023
13038315	North Rigby								-2.5			Reduction For 2022 Common Pool
13038371	JT Jones	Parks and Lewisville						3.3				Per Letter Dated 04/28/2023
13038372	Clyde Jones	Parks and Lewisville						112.9				Per Letter Dated 03/20/2014
13038386	J Neal Erickson	PWUI					1183.4					Cat. 3 Assignment

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
13038388	Mattson-Craig								-2.7			Reduction For 2022 Common Pool
13038392	Sunnydell	PWUI					1141.1					Cat. 1 Assignment
13038392	K Bybee	PWUI					0					Cat. 3 Assignment
13038392	Sunnydell	Lenroot						-40				Per Letter Dated 07/19/2019
13038392	Sunnydell								-21.1			Reduction For 2022 Common Pool
13038392	Sunnydell	IGWA/IWRB/SWC	Bingham GWD		-334							Private Lease
13038393	Covington Brothers						509					Cat. 3 Assignment
13038393	Covington Brothers	Groundwater Exchange Well								330.8		Groundwater Exchange Pumping 13038047
13038405	Tim Parkinson Pump	PWUI					399.6					Cat. 3 Assignment
13038410	R Grover	PWUI					76.8					Cat. 3 Assignment
13038417	D Cheney	PWUI					14.5					Cat. 3 Assignment
13038417	D Cheney Pump		Tyler Hayes	3								Common Pool
13038422	Lyle Robison	PWUI					0					Cat. 3 Assignment
13038426	Lenroot							40				Per Letter Dated 07/19/2019
13038426	Lenroot	PWUI					14.6					Cat. 1 Assignment
13038426	Lenroot								-35.3			Reduction For 2022 Common Pool
13038426	Lenroot		Brian Schow	3								Common Pool
13038426	Lenroot		Gerald Grover	4								Common Pool
13038426	Lenroot		Mitch Grover	3								Common Pool
13038428	G Burns Pump		Jared Orr	15								Common Pool
13038431	Reid	Texas and Liberty						-1.53				Agreement 10/27/2021
13038431	Reid								-14.9			Reduction For 2022 Common Pool
13038431	Reid	IGWA/IWRB/SWC			894.1							Private Lease
13038434	Texas & Liberty	Reid						1.53				Agreement 10/27/2021
13038434	Texas & Liberty								-9.8			Reduction For 2022 Common Pool
13038435	Bannock Jim	PWUI					25.4					Cat. 3 Assignment
13038436	Hill Pettinger	PWUI					493.4					Cat. 3 Assignment
13038437	Nelson-Corey	PWUI					11.5					Cat. 3 Assignment
13045755	T Holcomb	PWUI					12.7					Cat. 3 Assignment
13045849	Seeley	PWUI					52.8					Cat. 3 Assignment
13046020	McCulloch	PWUI					8.9					Cat. 3 Assignment
13046070	A Nedrow # 1	PWUI					17.5					Cat. 3 Assignment
13046072	Alwyn Nedrow (Electric)	PWUI					19.9					Cat. 3 Assignment
13046075	Jim Nedrow	PWUI										Cat. 3 Assignment
13047305	Yellowstone	PWUI										Cat. 1 Assignment
13047475	Marysville	PWUI										Cat. 1 Assignment
13047568	Orme Place	PWUI					170.8					Cat. 3 Assignment
13047625	Mary Griffel	PWUI					140.7					Cat. 3 Assignment
13047635	Loosli	PWUI					126.7					Cat. 3 Assignment
13048060	Squirrel Creek Pmps							525				Indian/Bergman Storage Release
13048475	Enterprise								-33.2			Reduction For 2022 Common Pool
13049010	Silkey	IGWA/IWRB/SWC			46							Private Lease
13049550	Last Chance								-20.7			Reduction For 2022 Common Pool
13049550	LAST CHANCE	IGWA/IWRB/SWC	Henrys Fork GWD		-167.0							Private Lease
13049725	St. Anthony Union								-15.5			Reduction For 2022 Common Pool
13049725	ST ANTH U	IGWA/IWRB/SWC	Henrys Fork GWD		-125.0							Private Lease
13049725	St. Anthony Union	IGWA/IWRB/SWC			3840.9							Private Lease
13049725	St. Anthony Union	IGWA/IWRB/SWC			800							Private Lease
13049805	Salem Union								-46.1			Reduction For 2022 Common Pool
13049805	SALEM UNION CA	IGWA/IWRB/SWC	Henrys Fork GWD		-373.0							Private Lease
13050525	Egin								-15.5			Reduction For 2022 Common Pool
13050525	EGIN	IGWA/IWRB/SWC	Henrys Fork GWD		-125.0							Private Lease
13050535	Independent								-49.7			Reduction For 2022 Common Pool
13050535	INDEPENDENT	IGWA/IWRB/SWC	Henrys Fork GWD		-402.0							Private Lease
13050535	Independent	IGWA/IWRB/SWC			665							Private Lease
13050545	Consolidated Farmers								-38			Reduction For 2022 Common Pool
13050545	CONSOLIDATED	IGWA/IWRB/SWC	Henrys Fork GWD		-308.0							Private Lease
13053951	South Pipe	Groundwater Exchange Well								133.6		Groundwater Exchange Pumping 13055316
13053951	South Pipe	Groundwater Exchange Well								151.2		Groundwater Exchange Pumping 13055318
13053951	South Pipe	Groundwater Exchange Well								143		Groundwater Exchange Pumping 13055324
13053951	South Pipe	Groundwater Exchange Well								103		Groundwater Exchange Pumping 13055326
13054590	P Stevens	Snake River						369.5				Canyon Creek Natural Flow Delivery
13054590	P Stevens	Groundwater Exchange Well								239.4		Groundwater Exchange Pumping 13054588

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
13054705	V Schwendiman	Snake River						672				Canyon Creek Natural Flow Delivery
13054772	R Brent Ricks	Snake River						109				Canyon Creek Natural Flow Delivery
13054801	Canyon Creek Lateral Pump	Snake River						493				Canyon Creek Natural Flow Delivery
13054801	Canyon Creek Lateral Pump	Groundwater Exchange Well								340.1		Groundwater Exchange Pumping 13055041
13055040	Teton Irrigation	IGWA/IWRB/SWC			111.3							Private Lease
13055309	Carter	Snake River						8.9				WR ACCT Lag Issue
13055310	Teton Bass Pond			77.6								Common Pool
13057025	Butte Market Lake	PWUI					0					Cat. 1 Assignment
13057025	Butte & Market Lake								-104.9			Reduction For 2022 Common Pool
13057025	Butte & Market Lake		Dennis Snarr	20								Common Pool
13057025	Butte & Market Lake	Butte & Market Lake	Bonneville - Jefferson GWD		-500							Private Lease
13057025	Butte & Market Lake	Butte & Market Lake	Bonneville - Jefferson GWD		500							Private Lease
13057025	Butte & Market Lake	Butte & Market Lake	Bonneville - Jefferson GWD		-620							Private Lease
13057025	Butte & Market Lake	Butte & Market Lake	Bonneville - Jefferson GWD		620							Private Lease
13057025	Butte Market Lake	IGWA/IWRB/SWC			142							Private Lease
13057030	Bear Trap	PWUI					908.6					Cat. 3 Assignment
13057038	Walker Farms	PWUI					124					Cat. 3 Assignment
13057046	Tomchak	PWUI					9.1					Cat. 3 Assignment
13057090	Avon Wilde	PWUI					21.4					Cat. 3 Assignment
13057091	K Albertson	PWUI					44.2					Cat. 3 Assignment
13057108	B Tomchak #3	PWUI					230.8					Cat. 3 Assignment
13057114	Steinke Murdock	PWUI					16					Cat. 3 Assignment
13057116	Tomchak	PWUI					0.7					Cat. 3 Assignment
13057118	Harold Brown	PWUI					0					Cat. 3 Assignment
13057119	Osgood Grain	PWUI					3.9					Cat. 3 Assignment
13057120	David Kingston North	PWUI					0					Cat. 3 Assignment
13057122	David Kingston South	PWUI					35.7					Cat. 3 Assignment
13057124	BEAR ISL WEST						0		-0.3			Reduction For 2022 Common Pool
13057125	Osgood	PWUI					38.9					Cat. 3 Assignment
13057125	Osgood								-23.9			Reduction For 2022 Common Pool
13057126	Clements	PWUI					90.6					Cat. 3 Assignment
13057126	Clements								-0.6			Reduction For 2022 Common Pool
13057130	Kennedy	PWUI					110.2					Cat. 3 Assignment
13057130	Kennedy								-0.4			Reduction For 2022 Common Pool
13057135	New Sweden Irrigation District	PWUI					2825.8					Cat. 1 Assignment
13057135	New Sweden								-179			Reduction For 2022 Common Pool
13057135	Great Western		Roque Trejo	3								Common Pool
13057135	Great Western		Todd L. Jenkins	9								Common Pool
13057135	Great Western		Douglas & Lonie Rial	2								Common Pool
13057135	New Sweden	SJC						-138				3/8/2012
13057135	New Sweden	IF Monroc Lyon						-95.5				New Sweden Covers This
13057135	New Sweden							-99.5				10/24/2022
13057135	New Sweden	IGWA/IWRB/SWC	Bingham GWD		-5009							Private Lease
13057135	New Sweden	IGWA/IWRB/SWC			517.3							Private Lease
13057135	New Sweden	Brown/Rumsey						-105				10/24/2022
13057141	Alan Zohner	PWUI					31					Cat. 3 Assignment
13057145	Idaho Canal	Foster Agro						-742.8				Idaho Canal Covers This
13057145	Idaho Canal	PWUI										Cat. 1 Assignment
13057145	Idaho Canal								-183.8			Reduction For 2022 Common Pool
13057145	Idaho Canal	IGWA/IWRB/SWC	Bonneville - Jefferson GWD		-4000							Private Lease
13057145	Idaho Canal	IGWA/IWRB/SWC	Bonneville - Jefferson GWD		-2500							Private Lease
13057145	Idaho Canal	IGWA/IWRB/SWC	Bingham GWD		-6678							Private Lease
13057145	Idaho Canal	PWUI	City of Idaho Falls		896.6							Private Lease
13058015	Boyd Foster							824.3				Progressive Exchange Well Pumping
13058050	Century Holdings	PWUI					124.8					Cat. 3 Assignment
13058050	Century Holdings	Enterprize	Century Holdings		1600							Private Lease
13058510	Progressive Sand								41.6			Flood Gaging Issues
13058530	Progressive Willow	Progressive Irrigation						5722.8				Progressive Covers This
13059490	IF Monroc Lyon	New Sweden Irrigation						95.5				New Sweden Covers This
13059505	Woodville	Brown/Rumsey						105				10/24/2022
13059505	Woodville								-31.6			Reduction For 2022 Common Pool
13059510	SJC	New Sweden Irrigation						99.5				Covers This Pump
13059525	Snake River Valley								-174			Reduction For 2022 Common Pool

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
13059525	Snake River Valley	IGWA/IWRB/SWC	Bonneville - Jefferson GWD		-4000							Private Lease
13059525	Snake River Valley	IGWA/IWRB/SWC	Bingham GWD		-5009							Private Lease
13059525	Snake River Valley	SWID Pumps	Oak Valley Dairy LLC		-750							Private Lease
13059525	Snake River Valley	Snake River Valley	AF-Aberdeen GWD		-8819							Private Lease
13059525	Snake River Valley	Snake River Valley	AF-Aberdeen GWD		8819							Private Lease
13059525	Snake River Valley	Jensen Grove						-525				5/7/2007
13060500	Shoshone Bannock Tribes							12255.4				Mitigation Inc. Delivery
13060505	Oxbow Pump	New Sweden Irrigation						138				3/8/2012
13061430	Blackfoot								-49.5			Reduction For 2022 Common Pool
13061430	Blackfoot Canal	IGWA/IWRB/SWC	Bingham GWD		-500							Private Lease
13061430	Blackfoot Canal	IGWA/IWRB/SWC	Bingham GWD		-1000							Private Lease
13061520	New Lavaside								-24.6			Reduction For 2022 Common Pool
13061520	New Lavaside	Riverside						-162				
13061525	Peoples								-156.9			Reduction For 2022 Common Pool
13061525	Peoples Canal	IGWA/IWRB/SWC	Bingham GWD		-2514							Private Lease
13061525	Peoples Canal	IGWA/IWRB/SWC	Bingham GWD		-1800							Private Lease
13061610	Aberdeen Springfield								-547.9			Reduction For 2022 Common Pool
13061610	Aberdeen Springfield Canal	Progressive	AF-Aberdeen GWD		1079							Private Lease
13061610	Aberdeen Springfield Canal	Progressive	AF-Aberdeen GWD		2261							Private Lease
13061610	Aberdeen Springfield Canal	IGWA/IWRB/SWC	Bingham GWD		-3500							Private Lease
13061610	Aberdeen Springfield	IGWA/IWRB/SWC			19804							Private Lease
13061610	Aberdeen Springfield	IGWA/IWRB/SWC			261							Private Lease
13061610	Aberdeen Springfield	IGWA/IWRB/SWC			12							Private Lease
13061650	Corbett								-23.4			Reduction For 2022 Common Pool
13061650	Corbett Canal	IGWA/IWRB/SWC	Bingham GWD		-750							Private Lease
13061650	Corbett Canal	IGWA/IWRB/SWC	Bingham GWD		-1420							Private Lease
13061705	Riverside								-3.1			Reduction For 2022 Common Pool
13061705	Riverside Canal	IGWA/IWRB/SWC	Bingham GWD		-50							Private Lease
13061705	Riverside	New Lavaside						162				
13061995	United Canal - Danskin								-4.5			Reduction For 2022 Common Pool
13061995	Danskin	IGWA/IWRB/SWC	Bingham GWD		-400							Private Lease
13062050	Trego								-11			Reduction For 2022 Common Pool
13062051	Jensen Grove	Snake River Valley						525				5/7/2007
13062503	Wearyrick								-1.1			Reduction For 2022 Common Pool
13062503	Wearyrick Canal	IGWA/IWRB/SWC	Bingham GWD		-150							Private Lease
13062503	Wearyrick Canal	IGWA/IWRB/SWC	Bingham GWD		-100							Private Lease
13062506	Watson								-4.2			Reduction For 2022 Common Pool
13062506	Watson Canal	IGWA/IWRB/SWC	Bingham GWD		-50							Private Lease
13062507	Parsons								-2			Reduction For 2022 Common Pool
13062507	Parsons	IGWA/IWRB/SWC	Bingham GWD		-100							Private Lease
13069569	J Randall Pump		Jeff Randall	100								Common Pool
13075800	Portneuf Rentals	Shoshone Bannock Tribes						668.3				Portneuf Users
13075900	Shoshone Bannock Tribes			10000								Rental Pool Procedure 5.2.105 (b)
13075900	Shoshone Bannock Tribes	IGWA/IWRB/SWC	IGWA		-25000							Private Lease
13075900	Shoshone Bannock Tribes	IGWA/IWRB/SWC	IGWA		-10000							Private Lease
13075900	Shoshone Bannock Tribes	IGWA/IWRB/SWC	IGWA		-10000							Private Lease
13075900	Shoshone Bannock Tribes	IGWA/IWRB/SWC			5000							Reverted Private Lease
13075900	Shoshone Bannock Tribes	Pocatello Rentals						-668.3				Portneuf Users
13076400	Falls Irrigation								-131.7			Reduction For 2022 Common Pool
13076400	Falls Irrigation	IGWA/IWRB/SWC	AF-Aberdeen GWD		-1000							Private Lease
13076400	Falls Irrigation	Burley Irrigation District	SWID		-5000							Private Lease
13077755	Call Farms	PWUI					271.7					Cat. 3 Assignment
13080000	Minidoka Irrigation District								-724.2			Reduction For 2022 Common Pool
13080000	Minidoka Irrigation District	Minidoka Credit						8370				Same Amount Every Year
13080000	Minidoka Irrigation District	Northside Canal	North Snake GWD		-11500							Private Lease
13080000	Minidoka Irrigation District	AFRD #2	North Snake GWD		-3500							Private Lease
13080000	Minidoka Irrigation District	IGWA/IWRB/SWC	Water Mitigation Coalition		-8500							Private Lease
13080000	Minidoka Irrigation District	Northside Canal	Water Mitigation Coalition		-1500							Private Lease
13080000	Minidoka Irrigation District	SWID Pumps	SWID		-5000							Private Lease
13080000	Minidoka Irrigation District	Northside Canal	Magic Valley GWD		-1500							Private Lease
13080000	Minidoka Irrigation District	Burley Irrigation District	Magic Valley GWD		-2800							Private Lease
13080000	Minidoka Irrigation District	MID Misc.						-201.1				Covers This Pump
13080000	Minidoka Irrigation District	Law-Ker Farms						-117.3				Covers This Pump

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
13080000	Minidoka Irrigation District	LHC Prop						-96.2				Covers This Pump
13080500	Burley Irrigation District								-473.3			Reduction For 2022 Common Pool
13080500	Burley Irrigation District	Minidoka Credit						5130				Same Amount Every Year
13080500	Burley Irrigation District	Falls Irrigation	SWID		5000							Private Lease
13080500	Burley Irrigation District	Minidoka Irrigation District	Magic Valley GWD		2800							Private Lease
13080500	Burley Irrigation District	Burley Irrigation District	Magic Valley GWD		-5000							Private Lease
13080500	Burley Irrigation District	Burley Irrigation District	Magic Valley GWD		5000							Private Lease
13080500	Burley Irrigation District	City of Pocatello	SWID		5000							Private Lease
13080500	Burley Irrigation District	City of Pocatello	LCSC Enterprises		800							Private Lease
13080500	Burley Irrigation District	IGWA/IWRB/SWC			240							Private Lease
13080500	Burley Irrigation District	IGWA/IWRB/SWC			2300							Private Lease
13080500	Burley Irrigation District	IGWA/IWRB/SWC			1761							Private Lease
13080500	Burley Irrigation District	Burley Golf Course						-641.4				Covers This Pump
13080500	Burley Irrigation District	City of Burley						-119.4				Covers This Pump
13080500	Burley Irrigation District	Amalgamated Sugar						-79.6				Covers This Pump
13080500	Burley Irrigation District	Jackson 4K						-54				Covers This Pump
13080500	Burley Irrigation District	MillerCoors						-306.2				Covers This Pump
13080500	Burley Irrigation District	PR ENT #1						-81.6				Covers This Pump
13080500	Burley Irrigation District	PR ENT #2						-34.5				Covers This Pump
13080500	Burley Irrigation District	L Lebsack						-77.5				Covers This Pump
13080500	Burley Irrigation District	P Hobson						-67.2				Covers This Pump
13081750	LHC Prop	Minidoka Irrigation District						96.2				Covers This Pump
13084590	L Lebsack	Burley Irrigation District						77.5				Covers This Pump
13084598	MID Misc.	Minidoka Irrigation District						201.1				Covers This Pump
13084610	Law-Ker Farms	Minidoka Irrigation District						117.3				Covers This Pump
13084640	Burley Golf Course	Burley Irrigation District						641.4				Covers This Pump
13084650	City of Burley	Burley Irrigation District						119.4				Covers This Pump
13084655	Simplot								-5.2			Reduction For 2022 Common Pool
13084690	Amalgamated Sugar	Burley Irrigation District						79.6				Covers This Pump
13084691	Jackson 4K	Burley Irrigation District						54				Covers This Pump
13084720	MillerCoors	Burley Irrigation District						306.2				Covers This Pump
13085275	PR ENT #1	Burley Irrigation District						81.6				Covers This Pump
13085300	PR ENT #2	Burley Irrigation District						34.5				Covers This Pump
13085350	SWID Pumps	PWUI					1988.5					Cat. 3 Assignment
13085350	SWID Pumps	Snake River Valley	Oak Valley Dairy LLC		750							Private Lease
13085350	SWID Pumps	Minidoka Irrigation District	SWID		5000							Private Lease
13085350	SWID Pumps	City of Pocatello	SWID		1200							Private Lease
13085350	SWID Pumps	IGWA/IWRB/SWC			912							Private Lease
13085390	P Hobson	Burley Irrigation District						67.2				Covers This Pump
13085400	Hobson	PWUI					140.6					Cat. 3 Assignment
13085500	A & B Irrigation District								-285.8			Reduction For 2022 Common Pool
13085500	A & B	IGWA/IWRB/SWC			4500							Private Lease
13086000	Milner Irrigation	IGWA/IWRB/SWC			200							Private Lease
13086000	Milner Irrigation	IGWA/IWRB/SWC			2500							Private Lease
13086000	Milner Irrigation	PWUI					1165.7					Cat. 2 Assignment
13086000	Milner Irrigation								-186.9			Reduction For 2022 Common Pool
13086000	Milner Irrigation		Scott Breeding	100								Common Pool
13086000	Milner Irrigation	City of Pocatello	SWID		2300							Private Lease
13086000	Milner Irrigation	City of Pocatello	LCSC Enterprises		950							Private Lease
13086000	Milner Irrigation	Artesian						1126.4				Artesian Assignment
13086530	AFRD #2								-822.5			Reduction For 2022 Common Pool
13086530	AFRD#2	Minidoka Credit						1000				Same Amount Every Year
13086530	AFRD #2	Minidoka Irrigation District	North Snake GWD		3500							Private Lease
13086530	AFRD #2	IGWA/IWRB/SWC			41742.8							Private Lease
13086530	AFRD #2	IGWA/IWRB/SWC			2500							Private Lease
13086530	AFRD #2	IGWA/IWRB/SWC			739							Private Lease
13087000	Northside Canal								-1794.9			Reduction For 2022 Common Pool
13087000	Northside Canal Co.	Minidoka Credit						-7750				Same Amount Every Year
13087000	Northside Canal		Arthur R. Henry	100								Common Pool
13087000	Northside Canal	Minidoka Irrigation District	North Snake GWD		11500							Private Lease
13087000	Northside Canal	Minidoka Irrigation District	Magic Valley GWD		1500							Private Lease
13087000	Northside Canal	IGWA/IWRB/SWC			14991.1							Private Lease
13087000	Northside Canal	IGWA/IWRB/SWC			192							Private Lease

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
13087000	Northside Canal	Minidoka Irrigation District	Water Mitigation Coalition		1500							Private Lease
13087500	Twin Falls Canal Co.	PWUI					641.1					Cat. 3 Assignment
13087500	Twin Falls Canal								-511.7			Reduction For 2022 Common Pool
13087500	Twin Falls Canal Co.	Minidoka Credit						-6750				Same Amount Every Year
13087500	Twin Falls Canal	City of Pocatello	SWID		1500							Private Lease
13087500	Southside Canal	IGWA/IWRB/SWC			365.6							Private Lease
13087500	Twin Falls Canal	Artesian						1602.3				Artesian Assignment
99999100	City of Pocatello								-99			Reduction For 2022 Common Pool
99999100	City of Pocatello	Twin Falls Canal	SWID		-1500							Private Lease
99999100	City of Pocatello	Milner Irrigation	SWID		-2300							Private Lease
99999100	City of Pocatello	Burley Irrigation District	SWID		-5000							Private Lease
99999100	City of Pocatello	IGWA/IWRB/SWC	City of Pocatello		-1404.1							Private Lease - No LTF
99999100	City of Pocatello	IGWA/IWRB/SWC	Multiple Cities		-4711.8							Private Lease
99999100	City of Pocatello	SWID Pumps	SWID		-1200							Private Lease
99999100	City of Pocatello	Burley Irrigation District	LCSC Enterprises		-800							Private Lease
99999100	City of Pocatello	Milner Irrigation	LCSC Enterprises		-950							Private Lease
99999150	IWRB								-10.4			Reduction For 2022 Common Pool
99999250	Wyoming								-69			Reduction For 2022 Common Pool
99999250	State of Wyoming							-8164				Supplemental Flow Delivery
99999300	Palisades Water Users								-111.4			Reduction For 2022 Common Pool
99999300	PWUI	IGWA/IWRB/SWC	Bingham GWD		-192							Private Lease
99999300	PWUI	Palisades Canal	Lynn Dixon		-25							Private Lease
99999300	PWUI	Idaho Canal	City of Idaho Falls		-896.6							Private Lease
99999300	PWUI						-18473.1					PWUI Assignments
99999350	Idaho Power								-92.5			Reduction For 2022 Common Pool
99999400	USBR			150000								Flow Augmentation Rental
99999410	ARTESIAN IRR								-5.8			Reduction For 2022 Common Pool
99999410	Artesian	Milner Irrigation						-1126.4				Artesian Assignment
99999410	Artesian	Twin Falls Canal						-1602.3				Artesian Assignment
99999600	F-M UNALLCATED								-3206.4			Henry's Fork, Fall River, Teton River Excess Use
99999600	F-M UNALLCATED							-525				Indian/Bergman Storage Release
99999600	F-M UNALLCATED								-309.7			Reduction For 2022 Common Pool
99999600	Henrys Fork		The Nature Conservancy	26								Common Pool
99999600	Snake River		Western Construction	5								Common Pool
99999600	Teton Bass Pond		ESPAR	100								Common Pool
99999700	Mitigation Inc								-197.5			Reduction For 2022 Common Pool
99999700	Mitigation Inc							-12255.4				Mitigation Inc. Delivery
99999950	Snake River	PWUI					79.7					Cat. 4 & 5 Assignment
99999950	Snake River		Bateman Bros Construction	100								Common Pool
99999950	Snake River		Eve Denny	5								Common Pool
99999950	Snake River		Jerry Gifford	1								Common Pool
99999950	Snake River		Terry Kimbro	3								Common Pool
99999950	Snake River		Steven Meyer	50								Common Pool
99999950	Snake River		Terracon Consultants	1								Common Pool
99999950	Snake River		City of Idaho Falls - Ryder Park	9								Common Pool
99999950	Snake River				4.5							IGWA/IWRB/SWC Recharge Rounding
99999950	Snake River	PWUI	Newman - Dry Bed				8.8					Cat. 5 Assignment
99999950	Snake River	Canyon Creek Lateral Pump						-493				Canyon Creek Natural Flow Delivery
99999950	Snake River	P Stevens						-369.5				Canyon Creek Natural Flow Delivery
99999950	Snake River	R Brent Ricks						-109				Canyon Creek Natural Flow Delivery
99999950	Snake River	V Schwendiman						-672				Canyon Creek Natural Flow Delivery
99999950	Snake River								3028.2			Refill Storage Accrual Nov. 30
99999950	Snake River								-3644			Adjustment for Ririe Correction
99999950	Snake River								3173			Adjustment for Willow Creek Correction
99999950	Snake River								2481			Adjustment for Gain Averaging
99999950	Snake River			242.6					-477.2			Snake River Excess Use
99999950	Snake River										416.1	
99999950	Snake River	State of Wyoming						8164				Supplemental Flow Delivery
99999950	Snake River	Carter						-8.9				WR ACCT Lag Issue
Totals				**161122.2**	**0.0**	**0.0**	**0.0**	**0.0**	**-6621.70**	**1441.1**	**416.1**	**(return to Spaceholder sums only positive numbers)**

Calculated Cell

Diversion	AF

				Rental Pool and Leases (AF)			Adjustments (Acre-Feet)					
Station	Storage Account	Supplier or Recipient	Purchaser	Common Pool Rental	Private Lease (Supply (-) or Assignment (+))	Fre-Mad (Supply (-) or Assignment (+))	Palisades Water User (Supply (-) or Assignment (+))	Balanced Adjustments	Unbalanced Adjustments	Ground Water Exchange Pumping	Return to Spaceholder (AF)	Notes
	Storage Past Milner	192778.8	From Nov. 30 Accounting									
	Idaho Power Use	42778.8	Power Storage Used									
	Bureau of Reclamation	150000.0	BOR Rental									
	Milner	0.0	Storage Past Milner - Idaho Power Use - BOR Use (input as a storage usage for 99999950 Milner in the storage report)									

Artesian Water Split	AF	Notes		
Artesian Allocation	2728.7			
to Milner Irrigation	1126.4	1189 AF space or	41.28%	Letter dated 04/21/2022
to Twin Falls Canal Company	1602.3	1691 AF space or	58.72%	

Minidoka N and Minidoka S Use Split		Notes	
Total Use (from accounting)	273,711.0	Total Use	Total Use from Accounting because combined. Once split up, these changes need to be made in the YYYYData spreadsheet, UseQEY tab
Minidoka N	152457.0	55.7%	
Minidoka S	121254.0	44.3%	

20240522

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

IRWIN TO LORENZO

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT RNT	LTF	PAL PW
13010500	JACKSON LAKE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032450	PALISADES	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032510	P BYRD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032515	BOY SCOUT PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032520	A ROSTAD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13032920	R ROSE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033010	PALISADES CNL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033643	J FLEMING	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033650	MERT OGDEN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033660	LYNN DIXON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13033698	J CHICK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13034460	L JACOBSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037305	I SPAULDING	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037490	B FOSTER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037505	ANDERSON (1A)	22687.8	7170.1	15517.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037510	M & M CATTLE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037855	M NEWBY #1(2A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037860	M NEWBY #2(2B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037880	M NEWBY #3(2C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037975	EAGLE ROCK(1B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037980	FARMERS FRIEND	5861.8	1957.4	3904.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037985	ENTERPRIZE	13583.5	8397.8	5185.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13037997	C HICKMAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038025	BUTLER ISLAND	201.8	0.0	0.0	0.0	201.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038030	ROSS AND RAND	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038055	HARRISON	32213.8	11688.6	18458.2	0.0	2067.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038075	G SCOTT #1(3A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038079	J BROWN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038081	G SCOTT #2(3B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038084	SUBDIV PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038085	RUDY	4495.3	3454.8	1040.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038090	LOWDER SLOUGH	1532.2	1017.8	514.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038098	KITE & NORD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038110	BURGESS (4A)	23191.2	10377.1	12814.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038113	M H HILL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038115	CLARK & ED(5A)	394.8	0.0	137.0	0.0	257.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038145	CROFT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038146	MILLER PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038147	J EDWARDS (5D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038148	G HOLMAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038149	G MUMA	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

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2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

IRWIN TO LORENZO

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT RNT	LTF	PAL PW
13038150	EAST LABELLE	410.4	0.0	0.0	0.0	410.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038151	B GROVER (5B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038180	RIGBY	3711.4	0.0	3711.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038183	K FOSTER (5C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038201	WHITE ISLAND	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038204	DILTS LAT (6B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038205	DILTS (6A)	947.0	500.1	446.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038210	ISLAND (30A)	3828.5	0.0	3317.8	0.0	510.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038225	W LBL&LG I(7A)	5279.1	0.0	5279.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038305	PARKS & LEWSVL	1475.0	0.0	1475.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038315	NORTH RIGBY	707.1	0.0	645.9	0.0	61.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038340	WHITE DTCH(7B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038352	D PHILLIPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038356	VON BARON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038360	BRAMWELL (8A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038362	ELLIS (30B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038365	FRESH PAC (8B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038371	J T JONES	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038372	C JONES	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038375	A ZOHNER (7D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038376	GNEITING (36B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038382	W DABELL (7E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038384	D STOKER (7C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038385	SKAAR PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038386	J N ERICKSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038388	MATTSON-CRAIG	935.0	0.0	935.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038392	SUNNYDELL(29A)	3590.2	3590.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038393	B COVINGTON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038405	T PARKINSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038410	R GROVER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038415	BYBEE PMP(29B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038417	D CHENEY	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038422	L ROBINSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038426	LENROOT	4926.8	4926.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038428	R BURNS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038431	REID	5011.4	1440.6	1194.0	0.0	1888.9	0.0	0.0	0.0	0.0	0.0	487.9	0.0	0.0	0.0
13038434	TEXAS & LIBRTY	4088.8	0.0	1389.8	0.0	2699.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038435	BANNOCK JIM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038436	HILL PETTINGER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038437	NELSON COREY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13038438	L HILL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	139073.1	54521.5	75966.9	0.0	8096.8	0.0	0.0	0.0	0.0	0.0	487.9	0.0	0.0	0.0

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2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

LORENZO TO BLACKFOOT

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT	RNT LTF	PAL PW
13056501	BEAVER DICK	88.7	0.0	0.0	0.0	0.0	0.0	88.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057012	L HARTERT(20B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057013	GUNDERSON(20C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057014	MILR-BARN(20D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057021	BTTE SLGH(20E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057025	BTTE-MKTL(20A)	47015.2	2637.6	35967.2	0.0	6030.5	0.0	0.0	0.0	0.0	0.0	2379.9	0.0	0.0	0.0
13057030	BEAR TRAP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057038	WALKER FARMS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057046	M TOMCHAK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057090	A WILDE PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057091	K ALBERTSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057097	N FULLMER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057105	D BOYCE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057106	B TOMCHAK #1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057108	B TOMCHAK #3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057113	RHODEHOUSE (20	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057114	STIENKE-MURDOC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057115	L CARLSON N(4B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057116	B TOMCHAK #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057117	L CARLSON S(4C	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057118	H BROWN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057119	OSGOOD GR PMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057120	KINGSTON NTH	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057121	G OFFUT (4D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057122	KINGSTON STH	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057123	BEAR ISL NORTH	82.5	53.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	28.7	0.0	0.0	0.0
13057124	BEAR ISL WEST	110.2	53.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	56.3	0.0	0.0	0.0
13057125	OSGOOD	7906.5	7605.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	301.0	0.0	0.0	0.0
13057126	CLEMENTS	259.7	191.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	67.9	0.0	0.0	0.0
13057130	KENNEDY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057135	GREAT WST(21A)	71076.0	20451.4	26284.0	0.0	10687.4	0.0	0.0	0.0	0.0	0.0	13653.3	0.0	0.0	0.0
13057139	G ELLSWORTH (4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057140	L HANSEN E(4E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057141	A ZOHNER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057143	M BOAM (4F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057144	R MACKAY (4G)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057145	IDAHO (33A)	70464.2	12948.2	39716.6	0.0	11935.3	0.0	0.0	0.0	0.0	0.0	5864.1	0.0	0.0	0.0
13057146	MORTMER P(33B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057147	SCHWIEDER PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057148	D & A PUMP (33	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057149	JOHNSN PMP (4J	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057250	PORTER (21B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

20240522

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

LORENZO TO BLACKFOOT

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT RNT	LTF	PAL PW
13059050	IDAHO FLS POWR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059490	IF MONROC LYON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059505	WOODVILLE(22A)	10321.2	3416.6	4805.4	0.0	747.2	0.0	0.0	0.0	0.0	0.0	1351.9	0.0	0.0	0.0
13059510	WDVL PMP1(22B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059513	MULBERRY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059515	WDVL PMP2(22C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059520	WDVL SIPH(22D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059523	GEM LAKE WILDL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13059525	SNKE R VY(23A)	44782.8	26065.1	18717.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060050	A CORBETT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060055	P HILL (23B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060500	RESERV MITIG	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060501	RESERVATION	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13060505	OXBOW PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061430	BLACKFOOT	21677.6	6972.9	0.0	0.0	3963.7	0.0	0.0	0.0	0.0	0.0	10741.0	0.0	0.0	0.0
13061520	NEW LAVSD(24A)	11156.5	0.0	9366.1	0.0	1790.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061521	ADAMS STH(25B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061523	ADAMS NTH(25C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061525	PEOPLES (25A)	49021.3	18724.1	27853.7	0.0	2443.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061610	ABERDEEEN	139224.7	67516.3	71708.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061625	SWID	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061650	CORBETT	8721.7	1919.2	4032.2	0.0	1936.3	0.0	0.0	0.0	0.0	0.0	834.0	0.0	0.0	0.0
13061670	NIELSON-HANSEN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061677	R LAMBERT(26B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061685	LAVSD PMPS(24B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061705	RIVERSIDE(26A)	1161.2	0.0	313.2	0.0	848.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13061995	DANSKIN	1697.8	0.0	166.4	0.0	1531.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062050	TREGO	5128.1	741.9	2564.2	0.0	567.6	0.0	0.0	0.0	0.0	0.0	1254.5	0.0	0.0	0.0
13062051	JENSEN GROVE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062503	WEARYRICK	264.1	0.0	19.6	0.0	244.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062504	WADSWORTH(32A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062505	WADSWORTH(32B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062506	WATSON	1892.9	0.0	1078.5	0.0	814.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13062507	PARSONS	822.9	0.0	807.5	0.0	15.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	492875.8	169298.2	243400.8	0.0	43555.6	0.0	88.7	0.0	0.0	0.0	36532.5	0.0	0.0	0.0

20240522

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

BLACKFOOT TO MILNER

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT RNT	LTF	PAL PW
13069569	J RANDALL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13075800	PORTNEUF RENTA	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13075900	FT HALL MICHAU	73799.6	0.0	73799.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13076400	FALLS IRRIGATI	40316.4	0.0	39308.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1007.9	0.0	0.0	0.0
13076500	AMERICAN FALLS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13076751	AMERICAN F LTF	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13077652	M OSBORN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13077755	CALL FARMS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13077775	R EVANS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13080000	MINIDKA N(27A)	161048.6	161048.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13080500	MINIDKA S(27B)	121504.7	0.0	35749.9	0.0	2615.1	0.0	0.0	0.0	0.0	0.0	83139.7	0.0	0.0	0.0
13081000	LAKE WALCOTT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13081400	MINIDOKA POWER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13081750	LHC PROP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084590	L LEBSACK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084598	MID MISC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084599	MILNER MISC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084610	LAW-KER FAMRS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084640	BURLEY GC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084650	CITY OF BURLEY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084655	SIMPLOT FTLZR	2441.5	0.0	2441.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084690	AMALGA SUGAR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084691	JACKSON 4K	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084710	R TILLEY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084720	MILLERCOORS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13084725	K SANDMANN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085270	H SCHODDE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085275	PR ENT #1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085300	PR ENT #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085350	SWID PUMPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085390	P HOBSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085400	V HOBSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13085500	A & B IRR DIST	91507.5	0.0	88865.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2641.8	0.0	0.0	0.0
13085800	PA LATERL(28B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086000	MILNER IRRIG	57003.1	0.0	43552.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	13451.1	0.0	0.0	0.0
13086510	A LATERL (28C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086512	J BRUNE (28D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086520	NS XCUT (28E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13086530	RES DIST #2	95450.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	95450.4	0.0	0.0	0.0
13087000	NRTHSDE TF(28A	349845.7	305360.5	0.0	0.0	44485.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13087500	TWIN FALLS SOU	50809.3	50809.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	1043726.8	517218.5	283717.3	0.0	47100.2	0.0	0.0	0.0	0.0	0.0	195690.8	0.0	0.0	0.0

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2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

MAIN STEM HENRYS FRK

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT	RNT LTF	PAL PW
13039000	HENRYS LAKE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13042000	ISLAND PARK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13042600	ASHTON POWER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045655	G MAROTZ	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045675	N FK HIGHLANDS	55.7	0.0	0.0	0.0	0.0	0.0	55.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045705	F HOWELL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045710	S BOLLAERT	99.4	0.0	0.0	0.0	0.0	0.0	99.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045721	F VANDERSLOOT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045724	F VANDERSLOOT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045727	F VANDERSLOOT	99.4	0.0	0.0	0.0	0.0	0.0	99.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045755	T HOLCOMB	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045780	R LEE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045805	Z EGBERT 1(9B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045807	R RITCHEY	45.1	0.0	0.0	0.0	0.0	0.0	45.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045810	N MLLER 1(10A)	45.5	0.0	0.0	0.0	0.0	0.0	45.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045811	N MLLER 2(10B)	89.5	0.0	0.0	0.0	0.0	0.0	89.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045813	Z EGBERT #2	87.3	0.0	0.0	0.0	0.0	0.0	87.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045823	R D BAKER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045829	D PHELPS (9C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045849	D SEELEY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045850	TY NEDROW	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045860	Z EGBERT 3(9D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045880	Z EGBERT #4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045930	Z EGBERT #5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045940	G NEDROW	47.0	0.0	0.0	0.0	0.0	0.0	47.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045950	BAKER & NEDROW	304.3	0.0	0.0	0.0	0.0	0.0	304.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13045960	M REYNOLDS #1	166.1	0.0	0.0	0.0	0.0	0.0	166.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046015	R & C BAUM	126.9	0.0	0.0	0.0	0.0	0.0	126.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046020	J MCCULLOCH	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046025	M REYNOLDS #2	94.7	0.0	0.0	0.0	0.0	0.0	94.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046070	A NEDROW #1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046072	A NEDROW #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046075	J NEDROW	217.2	0.0	0.0	0.0	0.0	0.0	217.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046083	V & D KIRKHAM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046084	D NEDROW	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046086	L FRANSEN(11B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046090	L BRATT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046095	L LOOSLI #1	4.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046310	DEWEY	314.2	0.0	0.0	0.0	0.0	0.0	314.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13046315	J SEELEY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

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2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

MAIN STEM HENRYS FRK

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT	RNT LTF	PAL PW
13049550	LAST CHANCE	9471.8	0.0	0.0	0.0	0.0	9471.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049560	XCUT TO TETN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049561	XCUT FAL R(16B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049705	FARMERS FRIEND	1573.3	0.0	0.0	0.0	0.0	0.0	1573.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049710	TWIN GROVES	614.5	0.0	0.0	0.0	0.0	0.0	614.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049725	ST ANTH U(17A)	10417.5	0.0	0.0	0.0	0.0	7248.1	3169.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049805	SALEM UNION CA	20782.2	0.0	0.0	0.0	0.0	20782.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13050525	EGIN	9171.9	0.0	0.0	0.0	0.0	7248.1	1923.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13050530	ST AN U FD(17B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13050535	INDEPENDENT	28535.9	0.0	0.0	0.0	0.0	23310.0	5225.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13050545	CONSOLIDATED F	16304.9	0.0	0.0	0.0	0.0	16304.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	98668.1	0.0	0.0	0.0	0.0	84365.3	14302.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0

20240522

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

FALLS RIVER

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT	RNT LTF	PAL PW
13046500	GRASSY LAKE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047305	YELLOWSTONE	284.5	0.0	0.0	0.0	0.0	0.0	284.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047474	ATCHLEY P(9E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047475	MARYSVILLE(9A)	5332.4	0.0	0.0	0.0	0.0	0.0	5332.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047515	F & L GRIFFEL	38.4	0.0	0.0	0.0	0.0	0.0	38.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047565	R BAUM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047568	ORME PLACE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047570	G/6 (9F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047575	FRMRS OWN(11A)	4512.3	0.0	0.0	0.0	0.0	0.0	4512.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047605	W SCAFE	78.8	0.0	0.0	0.0	0.0	0.0	78.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047615	R STURM #2(9G)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047616	R STURM #1(9H)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047625	M GRIFFEL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047635	L LOOSLI #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047636	C MALOUF	101.6	0.0	0.0	0.0	0.0	0.0	101.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047681	CONANT CNL(12A	877.1	0.0	0.0	0.0	0.0	0.0	877.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047710	K NYBORG	149.0	0.0	0.0	0.0	0.0	0.0	149.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13047900	BOOM CRK (13A)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048050	ORME CANAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048060	SQUIR P 3(14A)	238.6	0.0	0.0	0.0	0.0	0.0	238.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048070	L ORME PUMP	32.1	0.0	0.0	0.0	0.0	0.0	32.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048080	HARSHBRGR(13B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048255	SQUIR P 1(14B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048265	D ZUNDELL(12B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048275	L LOOSLI 3(15A	180.0	0.0	0.0	0.0	0.0	0.0	180.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048280	L LOOSLI 4(15B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048290	D BUDGE	6.3	0.0	0.0	0.0	0.0	0.0	6.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048350	J HILL (12C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048430	D REYNOLDS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048440	C LOOSLI	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048470	T POTTER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048475	ENTERPRISE	16316.5	5757.7	0.0	0.0	0.0	0.0	748.4	0.0	0.0	0.0	9810.5	0.0	0.0	0.0
13048485	R D MILLER	165.5	0.0	0.0	0.0	0.0	0.0	165.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048551	C ATCHLEY (9I)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048556	W C DAVIS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048560	FALL R CNL(16A	7150.3	0.0	0.0	0.0	0.0	0.0	7150.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13048705	CHESTER	939.5	0.0	0.0	0.0	0.0	0.0	939.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049008	MCBEE	21.1	0.0	0.0	0.0	0.0	0.0	21.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049010	SILKEY	98.1	0.0	0.0	0.0	0.0	0.0	98.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049015	CURR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049310	RLF PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049490	L LOOSLI #5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13049495	G BLANCHARD	44.7	0.0	0.0	0.0	0.0	0.0	44.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	36567.0	5757.7	0.0	0.0	0.0	0.0	20998.9	0.0	0.0	0.0	9810.5	0.0	0.0	0.0

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

TETON RIVER

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT	RNT LTF	PAL PW
13053951	SOUTH PIPE(31A	1274.1	0.0	0.0	0.0	0.0	0.0	1274.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13053971	J RICKS (31B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054031	BOELKE (31C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054042	CLEMNTSVL(31D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054045	HIBBERT FARMS	0.1	0.0	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054111	R & J BROWN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054291	P L STOTT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054420	B PARKINSON	629.9	0.0	0.0	0.0	0.0	0.0	629.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054515	CANYON CR CANA	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054575	LINDERMAN (31E	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054577	G CRAPO	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054590	P STEVENS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054705	V SCHWENDIMAN	854.2	0.0	0.0	0.0	0.0	0.0	854.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054772	R B RICKS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054801	CANYON CR LAT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054850	SIDDOWAY SHEEP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13054940	H BISCHOFF	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055030	WILFORD	3405.7	0.0	0.0	0.0	0.0	0.0	3405.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055032	D ALLEN (18B)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055033	B TUCKER (18C)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055036	B PARKER (18D)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055037	SIDWY PMP(18E)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055039	MCKINNLEY(18F)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055040	TETON IRR(18A)	1532.8	0.0	0.0	0.0	0.0	0.0	1532.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055042	SIDDOWAY (18G)	415.7	0.0	0.0	0.0	0.0	0.0	415.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055050	PIONEER	118.2	0.0	0.0	0.0	0.0	0.0	118.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055060	STEWART	465.9	0.0	0.0	0.0	0.0	0.0	465.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055193	N BIRCH	1.9	0.0	0.0	0.0	0.0	0.0	1.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055195	B LEAVITT	79.4	0.0	0.0	0.0	0.0	0.0	79.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055205	PINCOCK-BYGTON	271.5	0.0	0.0	0.0	0.0	0.0	271.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055206	B HOLLIST	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055210	TETON ISLAND F	5719.8	0.0	0.0	0.0	0.0	0.0	5719.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055245	SALEM UNION B	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055263	J HARRIS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055275	ROXANA	71.0	0.0	0.0	0.0	0.0	0.0	71.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055280	ISLAND WARD	82.2	0.0	0.0	0.0	0.0	0.0	82.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055295	SAUREY	40.4	0.0	0.0	0.0	0.0	0.0	40.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055309	CARTER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055310	BASS POND	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055311	PINCOCK-GARNER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055313	GARDNER-BEDDES	77.2	0.0	0.0	0.0	0.0	0.0	77.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055314	BIGLER SLOUGH	0.8	0.0	0.0	0.0	0.0	0.0	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055315	WDMNSE-JSN(19A	1099.2	0.0	0.0	0.0	0.0	0.0	1099.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055319	G GODFREY	5.0	0.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055321	R R RICKS	151.3	0.0	0.0	0.0	0.0	0.0	151.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055323	CITY OF REXBUR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055325	T BRUNSON(19B)	82.5	0.0	0.0	0.0	0.0	0.0	82.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055327	J S WRIGHT	30.8	0.0	0.0	0.0	0.0	0.0	30.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055328	CMTRY PUMP (35	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055334	REXBURG IRRIG	1995.8	0.0	0.0	0.0	0.0	0.0	1995.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13055339	WALTER PND (34	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	18405.2	0.0	0.0	0.0	0.0	0.0	18405.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT RNT	LTF	PAL PW
							WILLOW CREEK								
13057938	LOERTSCHER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13057950	RIRIE RESRVR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058015	BOYD FOSTER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058050	CENTURY HOLDIN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058090	SCHWENDIMAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058105	LOVELL # 1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058125	FERGUSON	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058145	LOVELL # 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058165	W REID #1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058210	SARGENT & SUMM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058220	MAX COOPER PUM	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058230	DURTSCHI PUMPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058250	W REED #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058265	FOSTER-SARGENT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058270	SPERRY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058280	BRINKERHOFF	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058290	ORVAL AVERY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058310	ROY AVERY	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058330	STUCKI PUMPS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058340	SCHWENDIMAN #2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058350	O AVERY PUMP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058370	ROY COOPER SAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058380	ROY COOPER WIL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058508	D KEELER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058510	PROGRESSIVE SA	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058512	BEAN	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058514	W & O COOPER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058515	IDAHO FR SAND	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058519	DEMICK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13058530	PROGRESSIVE WI	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

20240522

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER STORAGE BY USER (ACRE-FEET)

NUMBER	USER	CARRYOVER	JACKSON	PALISDS	PAL USR	PAL WWS	HNRYS L	ISL PRK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOT RNT	LTF	PAL PW
						MISCELLANEOUS									
99999100	POCATELLO CITY	28638.7	0.0	28638.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999150	IWRB	4883.1	0.0	4883.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999200	FRE-MAD SNAKE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999250	WYOMING COMPCT	24064.0	0.0	24064.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999300	PALISADES USRS	32496.2	0.0	0.0	31948.1	548.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999350	IDAHO POWER CO	460.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	460.6	0.0	0.0	0.0
99999400	BUREAU OF REC	9783.1	0.0	5.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9777.2
99999410	ARTESIAN IRR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999500	SNAKE UNALC BK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999525	FREE-MAD TRANS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999550	FRE-MAD MISC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999600	F-M UNALLCATED	7228.9	0.0	0.0	0.0	0.0	0.0	7228.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999700	MITIGATION INC	80014.5	0.0	6122.8	0.0	0.0	0.0	0.0	0.0	73891.7	0.0	0.0	0.0	0.0	0.0
99999725	GROUND WTR EX	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999950	MILNER	48577.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
99999990	OTHER	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL	236146.2	0.0	63714.5	31948.1	548.1	0.0	7228.9	0.0	73891.7	0.0	460.6	0.0	0.0	9777.2

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER BY REACH (ACRE-FEET)

RIVER REACH	CARRYOVER	JACKSON	PALISADS	PAL USR	PAL WWS	HNRYS L	ISL PARK	GRSSY L	RIRIE	AM WWS	AM FLLS	WALCOTT	RNT LTF	PAL PWR
IRWIN TO LORENZO	139073.1	54521.5	75966.9	0.0	8096.8	0.0	0.0	0.0	0.0	0.0	487.9	0.0	0.0	0.0
LORENZO TO BLACKFOOT	492875.8	169298.2	243400.8	0.0	43555.6	0.0	88.7	0.0	0.0	0.0	36532.5	0.0	0.0	0.0
BLACKFOOT TO MILNER	1043726.8	517218.5	283717.3	0.0	47100.2	0.0	0.0	0.0	0.0	0.0	195690.8	0.0	0.0	0.0
MAIN STEM HENRYS FRK	98668.1	0.0	0.0	0.0	0.0	84365.3	14302.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0
FALLS RIVER	36567.0	5757.7	0.0	0.0	0.0	0.0	20998.9	0.0	0.0	0.0	9810.5	0.0	0.0	0.0
TETON RIVER	18405.2	0.0	0.0	0.0	0.0	0.0	18405.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
WILLOW CREEK	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
MISCELLANEOUS	236146.2	0.0	63714.5	31948.1	548.1	0.0	7228.9	0.0	73891.7	0.0	460.6	0.0	0.0	9777.2
TOTAL	2065462.2	746795.8	666799.6	31948.1	99300.6	84365.3	61024.4	0.0	73891.7	0.0	242982.2	0.0	0.0	9777.2

2023 WATER DISTRICT 1 RESERVOIR CARRYOVER - SYSTEM TOTAL (ACRE-FEET)

ALLOCATED	-	2016884.9
UNALLOCATED	-	0.0
MILNER RESERVOIR	-	48577.2
TOTAL SYSTEM	-	2065462.1

2023 WATER DISTRICT 1 RESERVOIR TOTAL STORAGE - OCTOBER 31 (ACRE-FEET)

RESERVOIR	CARRYOVER	LATE FILL	TOTAL
JACKSON LAKE	746795.8	48987.7	795783.5
PALISADES	698747.7	0.0	698747.7
PALISADES WWS	99300.6	180186.0	279486.6
HENRYS LAKE	84365.3	3186.8	87552.1
ISLAND PARK	61024.4	32435.1	93459.5
GRASSY LAKE	0.0	0.0	0.0
RIRIE	73891.7	0.0	73891.7
AMERICAN WWS	0.0	156830.0	156830.0
AMERICAN FALLS	242982.2	104771.5	347753.7
LAKE WALCOTT	0.0	95200.0	95200.0
OTHER	48577.2	0.0	48577.2
PALISADES PWRH	9777.2	0.0	9777.2
TOTAL	2065462.1	621597.1	2687059.2

RECEIVED
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DEPARTMENT OF
WATER RESOURCES

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BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**INTERVENOR SPACEHOLDERS' MOTION TO DISMISS AND SUPPORTING POINTS AND AUTHORITIES**

COME NOW, Intervenors Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District (hereinafter collectively referred to as "Spaceholders"), by and through their undersigned counsel of record, and hereby file this motion to dismiss and supporting points and authorities pursuant to IDAPA 37.01.01.220; 300, and I.R.C.P. Rules 56, 12(b)(6), and 12(b)(7) for failure to state a claim and failure to join an indispensable party. As explained below, the City of Pocatello's ("City") petition erroneously seeks relief against Water District 01 without joining the agency actually responsible for storage allocations in the Upper Snake River Basin, the U.S. Bureau of Reclamation ("Reclamation"). Therefore, the petition should be dismissed as a matter of law. Further, the petition is moot as the City's 2023 allocation is nearly two years past and there is no relief that can be granted at this time as the 2025

allocation to all Upper Snake spaceholders will occur sometime this summer. This motion is supported by the *Declaration of Abby R. Bitzenburg* ("*Bitzenburg Dec.*") and attached exhibits filed together herewith.

PROCEDURAL BACKGROUND

On April 25, 2024, the City filed a *Petition Requesting a Hearing On WD01's 2023 Storage Report*. The City requested a hearing before the Director pursuant to I.C. § 42-1701A to contest the watermaster of Water District 01's ("District") allocation of stored water as set forth in the 2023 Storage Report. Subsequently, the Spaceholders submitted a *Motion to Intervene and Memorandum in Support of the Motion to Intervene* on August 7, 2024. The Spaceholders' motion was granted by the Department on October 10, 2024. On October 7, 2024, the cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and Wendell ("Coalition of Cities") filed the *Coalition of Cities' Motion to Intervene and Memorandum in Support* which was granted on November 22, 2024. A prehearing conference regarding this matter was held on December 9, 2024. The presiding officer (James Cefalo) issued a scheduling order on December 16, 2024. *See Scheduling Order*. This dispositive motion is filed pursuant to that schedule.

In the *Petition*, the City claims that the District's allocation of stored water to its space in Palisades Reservoir in 2023 is erroneous and that the City is aggrieved thereby. Among the other issues the City raises are the following:

1. Application of WD01 Rental Pool Procedure 7.3 ("Last to Fill Rule") against Pocatello in 2023 was unlawful;

2. Allocation of stored water in 2023 was contrary to the Watermaster's duties as provided by the decree for Water Right No. 01-2068 and Idaho law; and

3. Allocation of stored water to Pocatello in 2023 in the amount of 56,590 acre-feet deprived Pocatello of stored water to which it was entitled under its contract with the Bureau of Reclamation, Contract No. 14-06-100-1825.

STANDARD OF REVIEW

Spaceholders submit this motion to dismiss pursuant to Rules 220 and 300. *See* IDAPA 37.01.01.220; 300. Whereas the Department's rules authorize a motion for summary judgment and the Spaceholders seek a dismissal as a matter of law (pursuant to I.R.C.P. 12), the presiding officer should grant this motion and dismiss the City's petition accordingly. *See* IDAPA 37.01.01.220.03; *see e.g.*, *Syringa Networks, LLC. v. Idaho Dept. of Admin.*, 159 Idaho 813, 823, 367 P.3d 208, 218 (2016) (quoting *McCann v. McCann*, 152 Idaho 809, 814, 275 P.3d 824, 829 (2012) ("where a motion to dismiss for failure to state a claim upon which relief can be granted is supported by information outside of the pleadings, the motion is treated as a motion for summary judgment").

GENERAL BACKGROUND

Additional background is necessary to understand the relevant storage rights and system of allocation for those rights. The Upper Snake River Basin reservoir system above Milner Dam, to which Palisades Reservoir belongs, relies on coordinated operations between various federal and state agencies. Reclamation works closely with WD1, the United States Army Corps of Engineers ("COE") and over sixty (60) individual spaceholders through the district's advisory committee, the Committee of Nine ("CO9"), to operate dams and reservoirs for authorized purposes, including irrigation storage. Reclamation operates dams and reservoirs, including Palisades, pursuant to authorizing legislation, formal flood control rule curves, contracts with spaceholders, and Reclamation's own state law-based water rights. WD1 is charged with administration of water rights and collaborates with Reclamation's actions to account for and allocate spaceholder storage in the various reservoirs on an annual basis.

I. The Committee of Nine and Watermaster

The Committee of Nine ("Committee") advises the watermaster on the management of the WD01 Rental Pool and has adopted Rental Pool Procedures that govern rentals of storage water in WD01. *See Water District 1 2023 Rental Pool Procedures* (hereinafter "*Procedures*"); Ex. A to *Bitzenburg Dec*. However, the Committee of Nine is an ***advising*** committee, as established by Idaho Code section 42-1765. As such, the Committee is not the final arbiter for how water is allocated to spaceholders in Palisades—the Committee simply advises Reclamation, and it is Reclamation alone that is ultimately responsible for allocating storage water in Palisades to the various spaceholders pursuant to its contracts and in compliance with state law and water right administration.

A watermaster distributes water by priority to established rights within an organized water district, including storage rights. I.C. §§ 42-602, 607. The watermaster is also the administrator of the district's Rental Pool Procedures. *See Procedures* at 8; Ex. A to *Bitzenburg Dec*. Rather than personally deciding how storage should be delivered, the watermaster can only deliver storage according to the contracts entered into by Reclamation, the Rental Pool procedures Reclamation chooses to follow, and the terms of the Palisades storage water right decree.

II. Reclamation's Storage Water Right No. 1-2068

Reclamation and certain spaceholders hold joint title to certain storage water rights in Palisades Reservoir. The relevant water right for the present matter is the general "Palisades Storage Right" (Water Right No. 1-2068). The water right has a priority date of July 28, 1939.

The Palisades Storage Right was decreed on February 28, 2020. The Storage Right is further described in its decree, including that Reclamation appears as the owner in name, but as a

matter of law, title to *use* of the water is held by consumers or users of the water. Irrigation organizations "act on behalf of the consumers or users to administer the use of the water for the landowners in the quantities and/or percentages specified in the contracts between the Bureau of Reclamation and the irrigation organizations for the benefit of the landowners entitled to receive distribution of this water from the respective irrigation organizations.", *See Amended Decree 01-2068* at 2; Ex. B to *Bitzenburg Dec*. Directions for administration of the Palisades Storage Right are also described in the decree's text that explicitly states that Reclamation is ultimately in charge of storage allocation for the Palisades Storage Right:

> The allocation of storage to federal contractors and the location of that storage, including carryover storage, in the reservoir system shall be determined by the United States Bureau of Reclamation pursuant to federal reclamation law and contracts entered into between the United States and federal contractors. The Water District 01 Watermaster (as supervised by the Director of the Department of Water Resources) shall distribute the stored water in accordance with allocation instructions from the United States Bureau of Reclamation.

See Amended Decree 01-2068 at 2; Ex. B to *Bitzenburg Dec*. (emphasis added).

Title to storage water rights in Reclamation facilities in Idaho is split between the federal government (nominal legal title) and water users (equitable and beneficial title). *United States v. Pioneer Irr. Dist.*, 144 Idaho 106, 110, 115 (2007) ("as a matter of Idaho constitutional and statutory law title to the use of the water is held by the consumers or users of the water").

Palisades contracts exist between Reclamation and spaceholders and all parties have agreed to certain administrative provisions to govern operation of reservoirs and administration of storage water rights therein. Water District 01 is therefore required to account for the storage, exchanges, and other provisions agreed to by all spaceholders and Reclamation—WD1 is bound to implement and honor these provisions for water right administration. The City's petition fails to acknowledge Reclamation's role in this matter, and how, pursuant to contract and the water right decree for 01-2068, Reclamation sets the storage allocation, not Water District 01.

Moreover, as an original spaceholder in Palisades, the City has been subject to the contract and Reclamation's annual allocation decisions in compliance with state law for decades. Stated another way, the City did not suddenly receive a new allocation procedure in 2023 that it had not already experienced previously.

III. Distribution of Storage Water

"The formulas for distributing storage to spaceholders and how storage is to be evacuated from the various reservoir accounts were formulated by the U.S. Bureau of Reclamation (USBR)." *See Concepts, Practices, and Procedures Used to Distribute Water Within Water District #1* (April 14, 2023) ("*WD1 Concepts*") at 85; Ex. C to *Bitzenburg Dec*. For the convenience and expediency of avoiding passing information back and forth throughout the irrigation season, the District calculates the storage distribution to spaceholders based on methodologies provided by Reclamation in the Storage Report computer program developed in partnership between the two agencies. *See id.* The Storage Report is a combination and summary of the following:

- Storage, evaporation loss, and Below Blackfoot-to-Near Blackfoot reach loss allocated to each reservoir storage account.
- Reservoir Space and storage allocation assigned to each diversion.
- Storage used, rental pool, and other adjustments to diversion storage allocations.
- Total carryover for each diversion after storage usage and other adjustments have been applied.
- Carryover in each reservoir account for each diversion on October 31st (last day of the irrigation year).
- Summed storage carryover for all diversions and late-season fill segregated into individual reservoir accounts.

See WD1 Concepts at 85; Ex. C to *Bitzenburg Dec*.

Specific events must occur to provide sufficient information for the Storage Report before subsequent preliminary storage allocations can be computed and issued to spaceholders. The "Day of Allocation" is the day when reservoir fill available for spaceholders' allocations reaches its maximum. *See id*. Three things must occur before the Day of Allocation: Milner Spill ceases following peak runoff, maximum reservoir system physical contents for the irrigation season occurs, and the last day of accrual to unfilled reservoir rights following peak runoff occurs in the daily water right accounting. *See id*. For actual allocation of reservoir storage to spaceholders, additional steps must occur: The Day of Allocation; distribution of Refill Storage; Reductions to acre-feet stored values for shortfall due to spilling storage past Milner; and estimation of seasonal reservoir system evaporation and Near Blackfoot-to Below Blackfoot losses. *See id.* at 89. The Storage Report then calculates storage allocation for each spaceholder. *See id*. The percentage of evaporation and Blackfoot reach losses to total reservoir fill is deducted from each spaceholder's fill to determine storage yield. *See id*. at 90. The storage yield, after subtracting evaporation and Blackfoot reach losses from reservoir fill in each spaceholder's account, is the amount of storage allocated to a spaceholder available to be used during the irrigation year. *See id*.

IV. Reservoir Storage Exchanges

Reservoir storage exchanges also impact the Palisades reservoir and its storage water rights. Storage deliveries to diversions upstream from reservoirs are facilitated in water right accounting through an exchange of natural flow diverted at the diversion by releasing storage from a downstream reservoir to replace water diverted by the upstream diversion. *See WD1 Concepts* at 77; Ex. C to *Bitzenburg Dec*. This is particularly common in Palisades Reservoir

due to its geographic location in the Upper Snake reservoir system. The *WD1 Concepts* document explains further:

> During the irrigation season when the reservoirs' water rights are out-of-priority but a reservoir in the system is physically capturing *natural flow* and increasing its physical contents, an equivalent amount of storage must be physically released from a downstream reservoir to replace the *natural flow* captured by the out-of-priority upstream reservoir. The *natural flow* physically captured by the out-of-priority upstream reservoir belongs to a downstream senior water right diversion in this scenario. If the senior water right diversion is downstream from another reservoir, and the downstream reservoir releases previously stored water to replace the *natural flow* captured by the out-of-priority upstream reservoir, no interference to the delivery of natural flow to the downstream senior water right diversion occurs.

See WD1 Concepts at 77; Ex. C to *Bitzenburg Dec*.

This approach maximizes both the ability of the reservoir system to capture additional water and the storage capabilities in the system.

V. Spaceholder Procedures and the WD1 Rental Pool

The City is a spaceholder in Palisades Reservoir and does not hold a separate water right in its own name. On January 8, 1960, the City entered into Contract No. 14-06-100-1825 with the U.S. Bureau of Reclamation for use of reservoir capacity in Palisades Reservoir. Spaceholders in Palisades Reservoir that seek to rent storage are subject to state law, including the District's Rental Pool Procedures. *See* I.C. § 42-1765; IDAPA 37.02.03.

If a water user desired to change the purpose of use or place of use for a water right, typically a statutory transfer would be required for such a change. *See* I.C. § 42-222(1). A transfer is only allowed if it does not injure other existing water rights. *See id.* The WD1 Rental Pool is an alternative to a permanent transfer and is a method for a temporary one-year transfer of storage from a spaceholder to another water user, or one-year transfer to use storage for purposes different than what is authorized on the storage water right decree. *See WD1 Concepts* at 12; Ex. C to *Bitzenburg Dec*. If water is leased from one spaceholder to another, the

procedures must protect against injury, including the future fill of junior priority space the following year.

The Rental Pool Procedures are authorized by I.C. § 42-1765 that provides for the Idaho Water Resource Board ("IWRB") to appoint local committees to facilitate the rental of stored water. Such committees have authority to market stored water between consenting owners and renters under rules and regulations adopted by the Board. *See* I.C. § 42-1765. The Board's rules also authorize a local committee's appointment to facilitate lease and rental of stored water. *See* IDAPA 37.02.03.040. The committee must submit its information to be approved by the director of IDWR, including a copy of the local committee procedures pursuant to which the committee plans to lease and rent stored water, and the rental form proposed to be used by the committee. IDAPA 37.02.03.040.01. The local committee procedures must also be approved by the Board. IDAPA 37.02.03.040.01. To be approved, the committee must provide for the following:

a. Determination of priority among competing applicants to lease stored water to the rental pool and to rent stored water from the rental pool;

b. Determination of the reimbursement schedule for those leasing stored water into the rental pool.

c. Determination of the rental price charge to those renting stored water from the rental pool;

d. Determination of the administrative charge to be assessed by the local committee;

e. Allocation of stored water leased to the bank but not rented;

f. Notification of the Department and the watermaster of any rentals where stored water will be moved from the place of use authorized by the permit, license, or decree establishing the stored water right;

g. Submittal of applications to rent water from the rental pool for more than five (5) years to the Board for review and approval as a condition of approval by the local committee;

h. <u>Prevention of injury to other water rights</u>;

i. Protection of the local public interest, except for applications submitted pursuant to the interim authority provided by I.C. § 42-1763A;

j. Consistency with the conservation of water resources within the state of Idaho, except for applications submitted pursuant to the interim authority provided by I.C. § 42-1763A;

k. Management of rental pool funds as public funds pursuant to the Public Depository Law, Chapter 1, Title 57, Idaho Code;

IDAPA 37.02.03.040.01 (emphasis added).

The Director reviews local committee procedures and submits them, along with the director's recommendation, to the Board. IDAPA 37.02.03.040.03. The lease and rental forms must both receive the Director's approval. *Id*. The Committee of Nine is the appointed local committee in this matter.

The Rental Pool Procedures are formulated by the Committee to govern the methods to supply storage to, and rent storage from, the WD1 Rental Pool. The Rental Pool Procedures initially had three principles: Storage leased by the Rental Pool cannot cause injury; Releases of stored water past Milner Dam are the most consumptive use of Snake River water, and stored water in Snake River reservoirs was appropriated for irrigation purposes and therefore irrigation should have the first right to lease storage from the Rental Pool. *See WD1 Concepts* at 128; Ex. C to *Bitzenburg Dec.* Spaceholders were later given the opportunity each year to supply all, a portion, or none of their storage allocations to the Rental Pool in exchange for rental fees from those interested in renting the storage water. *Id*. at 129. Due to increasing concerns and growing needs for water, additional processes were organized that spaceholders may opt into, including the Supplemental Pool (for below Milner when all above Milner requests have been filled) and Extraordinary Circumstances Pool (participants willing to supply additional storage for flow augmentation are petitioned to specify how much of their storage allocation may be used for the

Extraordinary Circumstance Pool supply). *Id*. at 135. Advising Reclamation as circumstances change is the role of the District and the Committee.

Ultimately, Rental Pool Procedures are approved and overseen by the Committee and the Water Board. *Id.* at 135. It is Reclamation's voluntary choice to follow the recommendations and procedures. It is also the voluntary choice of all participants—including the City of Pocatello—to opt in and participate in the Rental Pool.

VI. Last-to-Fill Procedures

Additional terms for the Rental Pool are known as "Last-To-Fill" procedures. *See Procedures* at 17; Ex. A to *Bitzenburg Dec.*; *WD1 Concepts* at 138-142; Ex. C to *Bitzenburg Dec.* Historically, the "last to fill" concept was introduced into the Rental Pool in 1988. *See WD1 Concepts* at 138; Ex. C to *Bitzenburg Dec.* Rental storage released past Milner Dam does not provide any return flows to the District and increases the probability of the reservoir system failing to fill in the year following the release of rentals at the end of the Upper Snake system. *See id*. Those opting into the Rental Pool were given the option to designate whether their space is available for rental below Milner Dam for power purposes in addition to agricultural purposes above Milner. *See id*. If a spaceholder supplies storage to the Rental Pool and it is rented below Milner, the space evacuated to provide the rental becomes "last-to-fill" in the reservoir for the following season and each season thereafter until the space is refilled. *See id*. This ensures the refill of the evacuated space that provided a rental below Milner does not interfere with refill of reservoir space evacuated for purposes above Milner. *See id*.

In 2005, the Rental Pool Procedures began requiring a "last to fill" provision for two-party private leases. *See WD1 Concepts* at 139; Ex. C to *Bitzenburg Dec.* The new condition was included to protect other spaceholders from impacts, or injury, to their space the following

year if the reservoirs failed to fill. *See id.* The requirement applies today to those seeking to privately lease their water to others, which is similar to a temporary water right transfer.

Again, the Rental Pool and the affiliated Last-to-Fill procedures are not requirements for spaceholders—each spaceholder, including the City, must make a voluntary choice to participate and in doing so, subject themselves to the rules approved by the District and Reclamation.

ARGUMENT

I. The City has Failed to Join an Indispensable Party under I.R.C.P. 12(b)(7).

The Spaceholders assert that the relief sought by the City cannot be accomplished when Reclamation, the entity that makes the annual storage allocations, is not a party to this contested case. As a matter of law, Idaho's civil rules provide a mechanism to dismiss such complaints, or in this case, a petition. An I.R.C.P. 12(b)(7) motion for failure to join a party under Rule 19 is proper when, "in that person's absence, the court cannot accord complete relief among existing parties; or that person claims an interest relating to the subject of the action and is so situated that disposing of the action in that person's absence may, as a practical matter, impair or impede the person's ability to protect the interest or leave an existing party subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations because of the interest." I.R.C.P. 19(a). Idaho's declaratory judgment statute provides "When declaratory relief is sought, all persons shall be parties who have or claim any interest which would be affected by the declaration and no declaration shall prejudice the rights of persons not parties to the proceeding." *See* I.C. § 10-1211; *see Hartman v. United Heritage Property and Cas. Co.*, 141 Idaho 193, 197, 108 P.3d 340, 344 (2005). "…an indispensable party is one whose rights are so directly connected with and affected by litigation that he must be a party of record to protect such rights, and his absence renders any order or decree of court null and void for want of jurisdiction."

Barren v. Dubas, 295 Pa. Super. 443, 446 (1982) (quoting *Columbia Gas Transmission Corp. v. Diamond Fuel Co.*, 464 Pa. 377, 379 (1975).

The parties named by the City in the initial *Petition* requesting a hearing were IDWR and the WD01 watermaster. Neither party is ultimately responsible for the allocation of storage water in Palisades Reservoir and thus neither is capable of affording the relief requested by the City, i.e. a change in the 2023 storage allocation. First, as described above, the Rental Pool and Last-to-Fill Procedures were adopted by the Committee of Nine who then advises other parties to utilize those procedures, including the Idaho Water Resource Board. Again, as an *advisory* committee, the Committee of Nine is *not requiring* anyone to use the Rental Pool and Last-to-Fill Procedures, therefore they are not the appropriate party to hold responsible for the allocation of storage. Similarly, IDWR *supports* and *helps to enforce* the storage procedures, but did not create the procedures nor direct anyone that those procedures must be used. With respect to the process, the Director only issues a recommendation on proposed local rental procedures to the Board. Finally, the District Watermaster *administers* the rules and procedures—whatever set of procedures the watermaster is told to adhere to is what they are required to administer. The watermaster is <u>secondary</u> to the party actually in charge of allocating the Palisades storage water—the Bureau of Reclamation. As legal title owner of the contracted storage water right, Reclamation has *chosen* to take the *advice* of the Committee of Nine / WD01 and IDWR and asks the Watermaster to comply with the relevant procedures for the benefit of Reclamation. Reclamation's *voluntary* decision to adopt the Storage Rules is Reclamation's own responsibility. It is inappropriate for the City to ask IDWR and WD01 to remedy the application of the Rental Pool Procedures and related issues, because it was not their decision to allocate the storage water to the City in that manner. Such an action is essentially asking a third party to fix how an owner

is choosing to manage its own property. Reclamation has accepted the Rental Pool and Last-to-Fill Procedures but is ultimately in charge of the actual allocation of the storage water to the various spaceholders, including the City.

Further, the spaceholder contract held by the City is between the City and Reclamation alone. "All other water rights listed…are owned by the United States of America acting through the U.S. Bureau of Reclamation (USBR) with the irrigation storage used by reservoir spaceholders holding contracts with the United States." *See WD1 Concepts* at 70, Ex. C to *Bitzenburg Dec*. Other parties assist Reclamation with allocating water—any water right in Idaho is overseen in some capacity by IDWR—but IDWR, the Committee of Nine, and the watermaster are ancillary as to exactly how much storage each spaceholder is allocated by Reclamation. Ultimately, Reclamation is the owner and decisionmaker regarding the storage contracts and management:

> Water right accounting does not determine how the reservoirs should be operated or determine how much water should be physically stored or released from the reservoirs. The USBR considers factors such as flood control, erosion control, water quality, recreation, fisheries, contractual obligations, and water rights when making their operational decisions on the amount of water to be released from the reservoirs each day.

WD1 Concepts at 75; Ex. C to *Bitzenburg Dec*.

Moreover, the governing water right decree for Water Right No. 1-2068—notes that "allocation of storage to federal contractors…shall be determined by the United States Bureau of Reclamation pursuant to Reclamation law and contracts entered into between the United States and federal contractors. The Water District 01 Watermaster (as supervised by the Director of the Department of Water Resources) shall distribute the stored water in accordance with allocation instructions from the United States Bureau of Reclamation." *Amended Decree 01-2068* at 2; Ex. B to *Bitzenburg Dec*. The watermaster distributes water to the decree and its conditions, but he does not make the allocation decision regarding actual water stored in the reservoir.

In *Barren*, the court found that, when there is a dispute as to the existence of an easement, all owners of servient tenements have a material interest in the controversy and should be properly joined as defendants, even though such an owner may have had no part in the interference or obstruction of the easement. *Id*. Accordingly, the court vacated the decree and dismissed the complaint without prejudice to appellees' rights to institute a new action wherein all necessary and indispensable parties are joined. *Id*. at 447. Here, sources consistently acknowledge that, while other entities and agencies may assist, the ultimate responsibility for the Palisades Storage Right at issue lies with Reclamation as the legal title owner of the right.

Therefore, it is clear that the *Petition* should be dismissed for failure to join Reclamation as a party since that agency makes the ultimate allocation decision, as was done in 2023. The same premise could apply for purposes of failing to join the Director and the Idaho Water Resource Board. If an owner of a servient estate for an easement is an indispensable party, like in *Barren*, because their rights would otherwise be materially harmed as an owner of the property at issue, logic requires that the owner of a water right is also an indispensable party to prevent material harm.

In Reclamation's absence, the court cannot afford any relief among the existing parties because the parties currently joined do not completely own the storage water right or determine how it is managed. I.R.C.P. 19(a). Further, disposing of this action without the legal title owner of the Palisades Storage Right at issue would dramatically impede Reclamation's ownership interest while improperly laying blame at the feet of WD1 and IDWR. Given that Reclamation has a claim and interest in its own Palisades Storage Right, and how the storage is allocated and administered, but was not named in this action, a motion to dismiss this case for failure to join a

necessary party is appropriate in order to prevent prejudice to Reclamation and a waste of resources for all parties. *See Hartman*, 141 Idaho at 197.

II. The City has failed to state a claim upon which relief can be granted under I.R.C.P. 12(b)(6).

When considering a 12(b)(6) motion to dismiss, the court looks "only to the pleadings" to determine if a claim for relief has been stated. *Tidwell v. Blaine County*, 172 Idaho 851, 865 (2022) (quoting *Colafranceschi v. Briley*, 159 Idaho 31, 34 (2015)). "The complaint must be viewed in the light most favorable to the plaintiff, it must be given the benefit of every reasonable intendment, and every doubt must be resolved in its favor." *Tidwell* at 865 *(*quoting *Gardner v. Hollifield*, 96 Idaho 609, 610-611 (1975)). Motions to dismiss for failure to state a claim should not be granted unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim that would entitle them to relief. *Tidwell* at 865 (quoting *Bedke v. Ellsworth*, 168 Idaho 83, 90 (2021)). A complaint may be dismissed on motion if clearly without merit and the want of merit may consist of absence of law to support a claim, or facts sufficient to make a good claim, or disclosure of some fact that necessarily defeats the claim. *Wackerli v. Martindale*, 82 Idaho 400, 404 (1960) (quoting Moore's Federal Practice (2d ed.) Sec. 1208). A complaint should not be dismissed for insufficiency unless it appears to a certainty that the plaintiff is entitled to no relief under any set of facts which could be proved in support of the claim. *Id.* Pleadings are liberally construed, and vagueness or lack of detail are not grounds for dismissal. *Id*.

A. City's *Petition* must be dismissed for failure to state a proper claim for relief because none of the parties named are responsible for, or in a position to grant relief for, the issues pleaded by the City.

The City's *Petition* must be dismissed because, even viewed liberally in favor of the moving party pursuant to *Tidwell*, there simply are no terms in the City's *Petition* available to

support a claim for relief. The City failed to join a necessary party by failing to include Reclamation as one of the parties named in the *Petition*, as explained above. It is for this same reason that the City has failed to state a claim for which relief can be granted. The party actually responsible for "Application of WD01 Rental Pool Procedure 7.3 ("Last to Fill Rule") against Pocatello in 2023" and "allocation of stored water in 2023" is Reclamation, as the owner of the water right upon which the City's contract depends—a party not named in this matter.

The City instead asks for relief from IDWR and WD1, neither of whom are capable of granting the relief requested. No set of facts or claims can make parties who are not responsible for issues raised capable of providing relief to the City. *Tidwell* at 865. There are insufficient facts to support a good claim—the parties have no ownership or ultimate responsibility for the matters with which the City takes issue—as noted above, WD1 and the watermaster are advisory and administrative and merely assist Reclamation. *Wackerli* at 404. In *Calafranceschi,* the court dismissed a case for lack of a claim upon which relief could be granted because the parties named possessed quasi-judicial immunity. The issue there was not one of a misstatement or small error in the claim but the unavoidable fact that immunity existed. Without the immune parties, no relief was grantable, thus the case was dismissed. The motion to dismiss was properly granted because the plaintiff could "prove no set of facts which would entitle him to relief" pursuant to I.R.C.P. 12(b)(6) because the proper party could not be joined and supply relief. *Id*. at 36. The same principle applies here as well. A complete adjudication of this dispute cannot be achieved without a necessary party involved in this matter—Reclamation, as the only party who is in a position to choose to utilize the rental procedures at issue and apply them to the 2023 storage allocation—therefore there is not a claim present upon which relief can be granted.

This matter and *Calafransceschi* can be contrasted against claims of "mere vagueness or lack of detail" as is condemned in *Wackerli* as being inappropriate for dismissal. In *Wackerli*, the court refused to dismiss for failure to state a claim because the issue came down to vagueness and failure to state a claim surrounding expectations for a contract. In contrast, the present issue and *Calafransceschi* came down to issues of a missing party—not at all an issue of vagueness, misstatement, or misunderstanding. Here, each claim is very clearly stated, however each is clearly stated as asking for relief from actions for which the named parties are not responsible. This is not a mere issue of interpretation or a misstatement, therefore relief cannot be granted, as pleaded, and the matter should be dismissed for lack of a necessary party.

B. City has Failed to State a Claim for Relief because the Case is Moot and the Right to Challenge the Rental Pool has been Waived.

This Petition should also be dismissed for failure to state a claim upon which relief can be granted because the case is moot and the City has waived their right to object due to continued voluntary participation in the Rental Pool. It is now 2025 and the City is arguing over the storage allocation from 2023, nearly two years ago. Pocatello and other spaceholders relied upon new allocations when the storage was allocated again in 2024, and attempting to go back and reallocate storage from 2023 is a fruitless and wasteful exercise. Indeed, the Spaceholders relied upon the allocations in 2023 and 2024 and have used water the past two seasons without objection by the City. Decisions have been made based upon those allocations that cannot be undone at this point in the spring of 2025. Additionally, the City voluntarily chose to participate in the 2024 Rental Pool again despite the previous "aggrievances" it claims to have suffered, thereby waiving the right to a hearing on the matter and further confirming that the issue is moot and the parties have moved on. The City has essentially waived the right to challenge the 2023 Storage Allocation due to the extensive time that has passed and the City's voluntary

participation in subsequent procedures, and has thus failed to state a claim upon which relief can be granted.

A case is considered moot when "issues presented are no longer live or the parties lack a legally cognizable interest in the outcome." *Mitchell v. Ramlow*, 559 P.3d 1210, 1212 (Idaho 2024) (quoting *Frantz v. Osborn*, 167 Idaho 176, 180 (2020)). A case is also considered moot when a judicial determination would have no effect either directly or collaterally on the plaintiff, the plaintiff would be unable to obtain further relief based on the judgment and no other relief is sought in the action." *Mitchell* at 1213. (quoting *Idaho Schools for Equal Educ. Opportunity ex rel. Eikum v. Idaho State Bd. Of Educ. Ex rel. Mossman*, 128 Idaho 276, 282 (1996)). There are three recognized exceptions to the mootness doctrine: when there is the possibility of collateral legal consequences imposed on the person raising the issue; when the challenged conduct is likely to evade judicial review and capable of repetition; and when an otherwise moot issue raises concerns of substantial public interest. *Koch v. Canyon County*, 145 Idaho 158, 163 (2007) (quoting *Ameritel Inns, Inc. v. Greater Boise Auditorium Dist.*, 141 Idaho 849, 851 (2005)). None of the three exceptions are applicable here.

The collateral legal consequences exception was found to apply in *Snap! Mobile*, a case where a permanent injunction due to mootness "may form the basis for further contempt proceedings." *Mitchell* at 1217 (quoting *Snap! Mobile, Inc. v. Vertical Raise, LLC*, 544 P.3d 714, 743 (Idaho 2024)). However, the City is at no risk of exposure to any such collateral legal consequences as a result of this action. Similarly, the exception covering cases that are capable of repetition yet evading review does not apply. This exception applies only in exceptional situations where the challenged action was too short in duration to be fully litigated prior to its cessation or expiration and there was a reasonable expectation that the same party would be

subjected to that same action again. *Mitchell* at 1214. There, the issue was the "abbreviated length of protection orders" that are "typically issued for either 90 days or one year." *Id* at 1214 Storage allocations also occur on an annual basis. The court in *Mitchell* found that the facts underlying each protection order are different, which makes the discrete issues complained of unlikely to be raised in a similar way in future cases. *Id*. at 1215. The *Mitchell* court contrasted that protection order situation with another protection order case where the breadth of an act was being challenged, and thus, the issue was likely to arise again. *Id*. at 1214. The difference between a generic act that applies to many people, versus how a specific protection order was executed is notable—one is broadly applicable and the other is very fact-specific. Similarly, each storage allocation is different every year and affects each spaceholder differently. Challenging how water was allocated to a single spaceholder in one year is too fact specific and is unlikely to be repeated. New storage allocations can also be challenged as they come along, therefore this exception does not apply

Finally, the public interest exception does not apply in this case either. A substantial public interest is necessary for this exception to apply. *Mitchell* at 1218. The Idaho Supreme Court has held that the substantial public interest exception applies to: reviewing involuntary commitments, interpreting the scope of a recently enacted statute and the standard of proof related to claims under that statute, and determining whether a public entity can use public funds to campaign in an election. *Id*. at 7. Possibility of the reoccurrence of a similar lawsuit or theoretical possibility that an issue may resurface will not suffice. *Id*. at 1218.

The City's participation in the Rental Pool was a voluntary choice that it intentionally opted into for 2023 and again in 2024. The matter does not involve a new statute, and no public campaign funds are at issue. Therefore, this does not arise to a matter of public interest and all

three exceptions for mootness fail. As noted, involved parties have since found no issues with the 2024 Storage Allocation and all parties have continued to move forward with the yearly practices involved with the Rental Pool. Trying to go back and rehash issues with an out-of-date storage allocation is a waste of resources for a problem that is no longer live.

Notably, the Idaho Supreme Court's decision in *Wackerli* quotes that a complaint may be dismissed if clearly without merit and the want of merit may consist of absence of law to support a claim, or facts sufficient to make a good claim, or disclosure of some fact that necessarily defeats the claim. *Id*. at 404. Further, in *Mitchell*, the court stated that the appellant's claim was moot because the civil protection order at issue had long since expired—here, the 2023 Storage Allocation is entirely in the past or has "expired." *Mitchell* at 1219. The same protection order would never be repeated, just as the same exact storage allocation will never occur for the City. *Mitchell* claims that a matter is moot if a judgment will have no effect either directly or collaterally on the plaintiff, the plaintiff would be unable to obtain further relief based on the judgment and no other relief is sought in the action." *Mitchell* at 1213. The City is not seeking other relief in this matter, and the relief the City asks for—different distribution of the Rental Pool in 2023 is long past the point of being possible to change now nearly two years later. A finding that practices regarding storage and the rental pool were wrong will have a practical effect on no one—much less the City. Therefore, the factors that amount to "mootness" are present. Arguments that are no longer live and cannot be repeated, like at issue here, are meritless and do not make for facts supporting a good claim upon which relief can be granted because the facts and circumstances necessary to resolve the issue are no longer available or easily discoverable. Therefore, this *Petition* should be dismissed for mootness and failure to state a claim.

CONCLUSION

The Bureau of Reclamation, not WD01 or IDWR, is ultimately responsible for the final allocations of storage space as the owner of the water right upon which all contracts for Palisades Storage Right No. 1-2068 depend, therefore the Bureau of Reclamation is inexcusably missing in this matter and is an indispensable party without which this matter cannot proceed. Further, a motion to dismiss for failure to state a claim is proper because the arguments presented by the City all involve a party that is not actually responsible for the issues raised, and an issue that has become moot and the City has waived the right to contest due to intervening voluntary participation in 2024 Rental Pool allocations. Without the necessary parties, no relief can be granted and Reclamation will be prejudiced, and entertaining a moot matter is a waste of resources, therefore the *Petition* from the City must be dismissed.

DATED this 18th day of February, 2024.

MARTEN LAW LLP



Travis L. Thompson
Abby R. Bitzenburg

Attorneys for Burley Irrigation District

RIGBY, ANDRUS & RIGBY LAW, PLLC

/s/ Jerry R. Rigby
Jerry Rigby

Attorneys for Fremont-Madison Irrigation District and Idaho Irrigation District

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of February, 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

James Cefalo, Presiding Officer Idaho Dept. of Water Resources *** service by electronic mail james.cefalo@idwr.idaho.gov garrick.baxter@idwr.idaho.gov file@idwr.idaho.gov sarah.tschohl@idwr.idaho.gov	Craig Chandler IDWR – Eastern Region WD01 Water Master Craig Chandler *** service by electronic mail only craig.chandler@idwr.idaho.gov
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Abby R. Bitzenburg

RECEIVED
Feb 18, 2025
DEPARTMENT OF
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BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**DECLARATION OF ABBY R. BITZENBURG IN SUPPORT OF INTERVENOR SPACEHOLDERS' SUPPORTING POINTS AND AUTHORITIES**

I, Abby R. Bitzenburg, declare as follows:

1. I am duly licensed to practice law in the State of Idaho, and I am an attorney with the firm of Marten Law LLP. I am over the age of 18 and make this declaration based upon my personal knowledge. I am an attorney representing Burley Irrigation District.
2. Attached hereto as Exhibit A is a true and correct copy of the *Water District 1 2023 Rental Pool Procedures*.
3. Attached hereto as Exhibit B is a true and correct copy of the *Amended Decree 01-2068*, issued by the SRBA District Court on February 28, 2020.
4. Attached hereto as Exhibit C are true and correct excerpts of the *Concepts, Practices,*

and Procedures Used to Distribute Water Within Water District #1 (April 14, 2023); (pages 12, 70, 75, 77, 85, 89, 90, 128, 129, 135, 138-142).

5. I declare under penalty of perjury under the laws of the state of Idaho that the foregoing is true and correct to the best of my knowledge.

RESPECTFULLY submitted this 18th day of February, 2025.

MARTEN LAW LLP



Abby R. Bitzenburg

Attorneys for Burley Irrigation District

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of February, 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

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Abby R. Bitzenburg

EXHIBIT A

WATER DISTRICT 1

2023 RENTAL POOL PROCEDURES

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PROCEDURE 11.0 EXTRAORDINARY CIRCUMSTANCES POOL
- 11.1 Purpose
- 11.2 Quantity
- 11.3 Price, Fees, & Surcharges
- 11.4 Extraordinary Circumstances Pool Supply
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APPENDIX
- **Table 1**: Flow Augmentation Rental Chart for Procedure 5.2.105(a)
- Application Form to **Rent** Storage **from** the **Common Pool**
- Application Form to **Rent** Storage **from** the **Assignment Pool**
- Two-party Private Lease Agreement (all purposes)
- One-party Private Lease Agreement for groundwater recharge
- **Assignment Form** for spaceholder **to supply** storage **to Assignment Pool**
- **Supplemental Pool Form** for spaceholder **to supply** storage **to Supplemental Pool**

2023
WATER DISTRICT 1
RENTAL POOL PROCEDURES

PROCEDURE 1.0 LEGAL AUTHORITY

1.1 These procedures have been adopted by the Water District 1 Committee of Nine pursuant to Idaho Code § 42-1765.

1.2 These procedures shall not be interpreted to limit the authority of the Idaho Department of Water Resources, the Idaho Water Resource Board, or the Watermaster of Water District 1 in discharging their duties as prescribed by statute or rule.

1.3 These procedures shall be interpreted consistent with Idaho Code, rules promulgated by the Idaho Water Resource Board, relevant provisions of spaceholder contracts with the United States, and the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.

1.4 The operation of the rental pool shall in no way recognize any obligation to maintain flows below Milner or to assure minimum stream flows at the United States Geological Survey (USGS) gaging station on the Snake River near Murphy.

1.5 These procedures shall not be interpreted in any manner that is inconsistent with or would adversely impact or effect the rights of the Shoshone-Bannock Tribes as set out in the Fort Hall Agreement, the Blackfoot River Equitable Adjustment Settlement Agreement, and the 2015 Settlement Agreement between the Tribes and the Committee of Nine.

PROCEDURE 2.0 DEFINITIONS

2.1 **Accounting Year:** the Water District 1 accounting year that begins on December 1 and ends on November 30.

2.2 **Acre-foot:** a volume of water sufficient to cover one acre of land one foot deep and is equal to 43,560 cubic feet.

2.3 **Administrative Fee:** a fee per acre-foot assessed on the total quantity of storage set forth in any rental or lease application, disbursed to the District at the end of the irrigation season.

2.4 **Allocation:** the amount of stored water, including carryover that has accrued to a spaceholder's storage space on the date of allocation that is available for the spaceholder's use in the same accounting year.

2.5 **Applicant:** a person who files with the Watermaster an application, accompanied by the required fees, to rent or lease storage through the rental pool.

2.6 **Assignment:** storage provided by an assignor from the current year's storage allocation for rental through the assignment pool pursuant to Procedure 10.

2.7 **Assignment Pool:** storage made available to the Committee through assignor contributions for subsequent rental pursuant to Procedure 10.

2.8 **Assignor:** a participant who assigns storage to the assignment pool pursuant to Procedure 10 and subject to Procedure 7.5.

2.9 **Board:** the Idaho Water Resource Board (IWRB).

2.10 **Board Surcharge:** a surcharge equal to ten percent (10%) of the rental price or lease price assessed on the total quantity of storage set forth in any rental or lease application, disbursed to the Board at the end of the irrigation season.

2.11 **Bureau:** the United States Bureau of Reclamation (USBR).

2.12 **Committee:** the Committee of Nine, which is the advisory committee selected by the members of Water District 1 at their annual meeting and appointed as the local committee by the Board pursuant to Idaho Code § 42-1765.

2.13 **Common Pool:** storage made available to the Committee through participant contributions for subsequent rental pursuant to Procedure 5.

2.14 **Date of Allocation:** the date determined each year by the Watermaster on which the maximum accrual to reservoir spaceholders occurs.

2.15 **Date of Publication:** the date on which the Watermaster publishes on the District website the storage allocation for the current accounting year.

2.16 **Department:** the Idaho Department of Water Resources (IDWR).

2.17 **District:** The District is comprised of the Snake River and tributaries with Basins 01, 21, 22, 23, and 25 points of diversion.

2.19 **Impact Fund:** a fund maintained by the Watermaster for the mitigation of computed impacts to participants pursuant to 2021 rental pool procedures.

2.18 **Extraordinary Circumstances Pool:** Storage made available to the Committee through participant consignments for subsequent rental pursuant to Procedure 11.

2.20 **Infrastructure Fund:** a fund maintained by the Watermaster for the purposes outlined in Procedure 4.5.

2.21 **Lease:** a written agreement entered into between a lessor and lessee to lease storage through the rental pool pursuant to Procedure 6.

2.22 **Lease Price:** a price per acre-foot negotiated between a lessor and lessee as set forth in a lease agreement.

2.23 **Lessee:** a person who leases storage from a participant under a lease.

2.24 **Lessor:** a participant who leases storage to a person under a lease pursuant to Procedure 6 and subject to Procedure 7.5.

2.25 **Milner:** Milner Dam on the Snake River.

2.26 **Milner Spill:** water in excess to the amount that is captured in the reservoir system flowing past Milner Dam that is not storage being delivered under Idaho Power's American Falls storage water right or other storage that is otherwise authorized pursuant to these rules.

2.27 **Net Price:** the average price per acre-foot of all rentals from the common pool or assignment pool, including flow augmentation.

2.28 **Net Proceeds:** the net price times the number of acre-feet rented from the common pool or assignment pool.

2.29 **Participant:** a spaceholder who contributes storage to the common pool pursuant to Procedure 5.2.

2.30 **Participant Contributions:** storage made available to the common pool by participants, with computed impacts accounted from next year's reservoir fill, which forms the supply for large rentals, small rentals, and flow augmentation pursuant to Table 1, subject to the limitations in Procedure 5.2.

2.31 **Person:** an individual, corporation, partnership, irrigation district, canal company, political subdivision, or governmental agency.

2.32 **Rent:** the rental of storage from the common pool, supplemental pool, or assignment pool.

2.33 **Rental Pool:** the processes established by these procedures for the rental and/or lease of storage, mitigation of computed impacts to spaceholders, and disposition of revenues.

2.34 **Rental Pool Subcommittee:** a subcommittee composed of the Watermaster (advisor), a designated representative from the Bureau (advisor), and three or more members or alternates of the Committee who have been appointed by the chairman of the Committee.

2.35 **Rental Price:** the price per acre-foot of storage rented from the common pool, supplemental pool, or assignment pool, as set forth in Procedures 5.3, 8.0, and 10.7, excluding the administrative fee and Board surcharge.

2.36 **Renter:** a person who rents storage from the common pool, supplemental pool, or assignment pool.

2.37 **Reservoir System:** refers to American Falls, Grassy Lake, Henrys Lake, Island Park, Jackson Lake, Lake Walcott, Milner Pool, Palisades, and Ririe.

2.38 **Space:** the active capacity of a reservoir measured in acre-feet.

2.39 **Spaceholder:** the holder of the contractual right to the water stored in the space of a storage facility within the Reservoir System.

2.40 **Storage:** the portion of the available space that contains stored water.

2.41 **Supplemental Pool:** storage made available to the Committee through participant consignments for subsequent rental pursuant to Procedure 8.

2.42 **Watermaster:** the watermaster of Water District 1.

2.43 **Water Supply Forecast:** the forecasted unregulated runoff for April 1 to September 30 at the Heise USGS gaging station, referred to in Table 1.

PROCEDURE 3.0 PURPOSES

3.1 The primary purpose of the rental pool is to provide supplemental irrigation water to spaceholders for the irrigation of District land with an existing primary irrigation water right and to maintain a rental pool with sufficient incentives such that spaceholders supply, on a voluntary basis, an adequate quantity of storage for rental or lease pursuant to procedures established by the Committee. These procedures are intended to: a) assure that participants have priority over non-participating spaceholders and non-spaceholders in renting storage through the rental pool; b) assure that non-participating spaceholders are not impacted; and c) rentals occurring through the assignment pool and supplemental pool do not impact other spaceholders .

3.2 To maintain adequate controls, priorities, and safeguards to insure that existing water rights are not injured and that a spaceholder's allocation is not impacted without his or her consent. To financially compensate an impacted participating spaceholder in the common pool as determined by the procedures developed by the District.

3.3 To provide storage water at no cost under Procedure 5.0 for the benefit of the Tribes consistent with the terms of the Blackfoot River Equitable Adjustment Settlement Agreement and the 2015 Settlement Agreement. Discussions are ongoing to identify the party responsible for mitigating impacts to the Tribes. Nothing in these Procedures should be construed as an admission of liability by Water District 1 or the Committee of Nine.

3.4 To prevent further declines in the Eastern Snake Plain Aquifer and tributary spring flows and reach gains, and to ensure new consumptive uses within the District do not further impact the storage supply and the primary purpose of the rental pool as described in Procedure 3.1, the following shall apply:

3.4.101 A moratorium on all private leases, assignment and common pool rentals that deliver water to new lands or mitigate for diversion of water on new lands, except when:

(a) a water right was legally delivered to the lands from any source prior to 2019; or
(b) contracted storage water was delivered by the District prior to 2019 for mitigation for the use of water on new lands; or
(c) rented storage water was delivered to the lands from the District within the last 5 years.

The moratorium also prohibits rentals for delivery to lands or providing mitigation for lands where a water right or storage use was transferred off said lands, inside or outside the District.

3.4.102 The following exceptions apply to the above moratorium:

(a) Small rentals under Procedure 5.2.103;
(b) Domestic, commercial, municipal, and industrial uses authorized pursuant to a decreed or licensed storage water right and spaceholder contract; and
(c) Land that subsequent to the adoption of Procedure 3.4, is authorized for irrigation purposes under a water organization project's owned water right and other provisions of state law.

3.4.103 All private lessees or rental pool applicants shall certify that the respective private lease or rental pool application complies with the requirements set forth above. Lessees and Applicants that have had prior leases or rentals approved prior to 2019 that would otherwise be prohibited by this rule may present such information to the Watermaster and Committee to show why such lease or application should be approved. Further, the Watermaster and any spaceholder may raise any issues derived from this moratorium in regards to any private lease or rental application which shall be resolved by the Committee.

PROCEDURE 4.0 MANAGEMENT

4.1 **Manager.** The Watermaster shall serve as the manager of the rental pool and shall administer the rental pool consistent with these procedures, which include, but are not limited to:

(a) Determining impacts pursuant to Procedure 7;
(b) Calculating payments to participating spaceholders as prescribed by Procedures 5.2 and 7.3;
(c) Accepting storage into the common pool, assignment pool, and executing rental agreements on behalf of the Committee;
(d) Disbursing and investing rental pool monies with the advice and consent of the Rental Pool Subcommittee; and
(e) Taking such additional actions as may be directed by the Committee.

4.2 **Rental Pool Subcommittee.** The Rental Pool Subcommittee shall exercise the following general responsibilities:

(a) Review these procedures and, as appropriate, make recommendations to the Committee for needed changes;
(b) Review reports from the Watermaster regarding rental applications, storage assignments to the assignment pool, and leases of storage through private leases;
(c) Advise the Committee regarding rental pool activities;
(d) Develop recommendations for annual common pool storage supplies and rental rates;
(e) Assist the Watermaster in resolving disputes that may arise from the diversion of excess storage; and
(f) Assume such additional responsibilities as may be assigned by the Committee.

4.3 **Applications**

4.3.101 Applications to rent or lease storage through the rental pool shall be made each year upon forms approved by the Watermaster and shall include:

(a) The amount of storage sought to be rented or leased;
(b) The purpose(s) for which the storage will be put to beneficial use;
(c) The lease price (for private leases);
(d) To the extent practicable at the time of filing the application, the point of diversion identified by legal description and common name; and a description of the place of use; and
(e) Certification that the rental or lease is not subject to moratorium under Procedure 3.4 above.

4.3.102 *Application Acceptance*. Applications are not deemed accepted until received by the Watermaster together with the appropriate fees required under Procedures 5.3 and 10.7 (rentals) or 6.4 (leases).

4.3.103 *Application Approval.* An application accepted under Procedure 4.3.102 shall be approved after the Watermaster has determined that the application is in compliance with these procedures and sufficient storage will be available from the common pool, assignment pool, and/or lessor to provide the quantity requested in the application. Upon approval of the application, the Watermaster shall send notice to the renter/lessor/lessee and entity owning the point of diversion designated in the application of such approval and allocation of storage; provided, however, no allocation of storage shall be made until the applicant designates the point of diversion and place of use of the rented and/or leased storage in the application or pursuant to Procedure 4.3.106.

4.3.104 *Deadline for Accepting Applications to Rent or Lease Storage*. All applications to rent or lease storage must be accepted by the Watermaster pursuant to Procedure 4.3.102 on or before November 30. Applications accepted after November 30 will be accounted for from storage supplies in the following calendar year, unless an exception is granted by the Rental Pool Subcommittee.

4.3.105 *Deadline to Designate Point of Diversion and Place of Use.* If the point of diversion and/or place of use of the rented and/or leased storage was not previously designated in the application, the renter and/or lessee must make such designation in writing to the Watermaster on or before November 30 of the same year, unless an extension is granted by the Rental Pool Subcommittee. Failure to comply with this provision shall cause any unused storage to automatically revert back to the common pool, assignment pool, and/or lessor, respectively.

4.3.106 *Deadline to Use Rental or Lease Storage.* Approved applications pursuant to Procedure 4.3 or water leased through a private lease, must be used and diverted on or before November 30 of the same year.

4.3.107 *Reporting Requirements for Leases and Assignments to Points of Diversion on Sources Not Regulated by the Water District #1 Watermaster.* To keep Water District #1 assessments, administrative fees, and regulation costs to a minimum, approved rental leases and assignments to points of diversion on sources not regulated by Water District #1 (e.g. Portneuf River, Wood River, Silver Creek, etc.) must have their daily cfs or acre-feet of rental diversions measured by the watermaster of the water district containing the points of diversion receiving the rental storage and then reported by the watermaster of that district to the Water District #1 Watermaster by November 30 of the year storage is rented. Daily diversion reports from individual renters in water districts other than Water District #1 will not be accepted by the Water District #1 Watermaster. Failure of the watermasters in other districts to report to the Water District #1 Watermaster the daily rental storage deliveries within their district by November 30 will result in the rental pool storage not being delivered in the Water District #1 final water right accounting. No refunds for rental prices or fees will be issued to lessors, lessees, or renters when daily deliveries are not reported by the watermaster responsible for the regulation of the points of diversion or re-diversion on the source rental storage is being injected or exchanged with sources from Water District #1.

4.4 **Rental Pool Account**

4.4.101 All monies submitted by applicants shall be deposited in an interest-bearing account known as the "Rental Pool Account" and maintained by the Watermaster on behalf of the Committee. Monies in the Rental Pool Account will be disbursed to participants, the District, and the Board in the proportions set forth in these Procedures. Rental Pool Funds shall be considered public funds for investment purposes and subject to the Public Depository Law, Chapter 1, Title 57, Idaho Code.

4.4.102 Monies deposited in the Rental Pool Account are non-refundable to the extent the rental and/or lease application is approved pursuant to Procedure 4.3.103, regardless of whether the storage is used.

4.5 **Infrastructure Fund**

4.5.101 Monies in the Infrastructure Fund may only be used to fund District costs of projects relating to improvements to the District's distribution, monitoring, and gaging facilities, and other District projects designed to assist in the adjudication, which includes the cost of Blackfoot River Equitable Adjustment Settlement Water, if any is required, conservation, or efficient distribution of water.

4.5.102 Disbursements from the Infrastructure Fund are subject to two-thirds (2/3) Committee approval.

4.5.103 Monies in the Infrastructure Fund may be carried over from year to year.

4.6 **Diversions not Regulated by the District.** Water District #1 and/or its spaceholders will not accept responsibility or liability for any interference to natural flow or storage deliveries that result from rentals or leases to diversions within other water districts.

PROCEDURE 5.0 COMMON POOL

5.1 **Scope.** The common pool consists of storage made available to the Committee through participant contributions. Participants make all of their storage available to the common pool pursuant to the terms of Procedure 5.2, with computed impacts accounted from next year's reservoir fill.

5.2 **Participant Contributions**

5.2.101 *Participants.* Any spaceholder may, upon submitting written notice to the Watermaster prior to March 15 of the current year elect to contribute storage to the current year's common pool rentals to be deducted from the spaceholders subsequent year's storage allocation when excess water does not spill past Milner in the subsequent year. Any spaceholder making such election shall be deemed a "participant" for the current year and every year thereafter until the spaceholder provides written notice to the Watermaster prior to March 15 of the year common pool rentals are purchased, rescinding its participation. Participants choosing to rescind their participation by the March 15 deadline shall receive their proportional share of the previous year's common pool proceeds after having their current year's storage allocation reduced to supply those previous year's common pool rentals but shall cease receiving reductions to their future years' storage allocations to supply common pool rentals and cease receiving common pool rental payments in future years following the rescindment. Upon election from a previous non-participant to begin participation, the new participant is eligible for all the benefits of a participant set forth in these procedures, excluding monetary payment associated with common pool rentals purchased in the year prior to participation election. If after March 15 less than seventy-five percent (75%) of the contracted storage space is committed to the common pool by participants, the Committee may revise the rental pool procedures as necessary prior to April 1.

5.2.102 *Non-Participants.* Spaceholders who are not participants shall not be entitled to supply storage to, or rent storage from, the common pool. Notwithstanding this restriction, the Bureau may rent flow augmentation water from the common pool in the amounts identified in Procedure 5.2.104.

5.2.103 *Small Rentals.* The common pool will make available from participant contributions 5,000 acre-feet for rentals of 100 acre-feet or less per point of diversion for diversions regulated by the Water District #1 Watermaster, subject to the priorities and limitations set forth in Rule 5. Rentals from the small pool shall only be considered for approval following submittal of written consent from the operator of the delivery system. The Committee may approve on a case-by-case basis the additional rental of storage under this provision to exceed the 100 acre-feet limitation. Small Rentals for recharge purposes are prohibited. Small Rentals shall be approved in the same order the rental applications are received by the watermaster beginning on April 5 of the year in which the storage is to be used.

5.2.104 *Flow Augmentation*. The amount of storage, from participant contributions to the common pool, available for rental for flow augmentation shall be determined by Table 1 shown in the Appendix of these procedures.

5.2.105 *Shoshone-Bannock Tribes.* The Tribes shall be treated as non-participants unless written notice is provided by the Tribes under Procedure 5.2.101.

(a) *Blackfoot River Equitable Adjustment Settlement Agreement Water*. Storage water not to exceed 20,000 acre-feet shall be made available in accordance with the terms of the Blackfoot River Equitable Adjustment Settlement Agreement. The source and funding of the storage water shall be determined by the Committee at its June meeting. Administrative fees shall be paid by Water District 1.

(b) *2015 Settlement Agreement.* Storage water not to exceed 10,000 acre-feet (except with the approval of the Committee of Nine) shall be made available in accordance with the terms of the 2015 Settlement Agreement from the current year's Common Pool. Administrative fees shall be paid by Water District 1. Discussions are ongoing to identify the party responsible for mitigating impacts to the Tribes. Nothing in these Procedures should be construed as an admission of liability by Water District 1 or the Committee of Nine.

5.2.106 *Supply Sources*. Common pool storage shall be deducted proportionally from all participants' storage allocations in the year following when the storage was used. If Milner Spill occurs between years, no deduction is necessary.

5.2.107 *Participant Payments*. Monies collected through the rental of the participant contribution portion of the common pool, including flow augmentation, shall be disbursed based on the amount each participant is reduced pursuant to Procedure 5.2.106. In years where no reduction is necessary due to Milner Spill, all monies collected shall be disbursed proportionally based on participant space. Payments will be made to participants within two weeks of the date of publication unless payment is less than $5.00. Payments less than $5.00 shall be applied as a credit to the participant's payment in the following year.

5.3 **Rental Prices**

5.3.101 *Tier 1*: If the storage system fills, the rental price for purposes above Milner shall be $7.00 per acre-foot.

5.3.102 *Tier 2:* If the storage system does not fill but storage is provided for flow augmentation pursuant to Procedure 5.2.104, the rental price for purposes above Milner shall be $17.00 per acre-foot.

5.3.103 *Tier 3:* If the storage system does not fill and no flow augmentation water is provided pursuant to Procedure 5.2.104, the rental price for purposes above Milner shall be $25.00 per acre-foot.

5.3.104 *Determination of Tier1, 2 or 3 Rental Price*: Unless the storage system has filled, the Watermaster shall designate on or before April 5 either Tier 2 or Tier 3 as the rental price for above-Milner rentals. If at any time during the same accounting year, the storage system should subsequently fill, the Watermaster shall designate Tier 1 as the rental price for above-Milner rentals and refund any excess rental fees within 30 days after the date of publication.

5.3.105 *Tier 4:* The rental price for storage rented from for flow augmentation shall be $19.73 per acre-foot.

5.3.106 *Fees & Surcharges*. There shall be added to the rental price for all rentals the Board surcharge and administrative fee, resulting in the following summed amounts charged for common pool rentals for the various tiers described in Procedures 5.3.101 through 5.3.105:

(a) Tier 1: $7.00 + $0.70 + $1.30 = $9.00
(b) Tier 2: $17.00 + $1.70 + $1.30 = $20.00
(c) Tier 3: $25.00 + $2.50 + $1.30 = $28.80
(d) Tier 4: $19.73 + $1.97 + $1.30 = $23.00

5.3.107 *Storage System Fill*. For purposes of Procedure 5.3 only, the storage system is considered full when all storage rights are filled in Jackson Lake, Palisades (except for powerhead), American Falls, and Island Park

5.4 **Limitations.** A participant cannot rent water from the Common Pool if the participant is replacing storage space or water which has been evacuated due to an assignment to or private lease through the Water District 1 Rental Pool, unless an exception is granted by the Committee.

PROCEURE 6.0 PRIVATE LEASES

6.1 **General**. All leases must be transacted through the rental pool. Only participants may lease storage to a Lessee subject to the provisions of theseprocedures, and non-participating spaceholders may not lease storage from participants.

6.2 **Purposes.** Storage may be leased through the rental pool only for beneficial use purposes above Milner. A participant may not lease storage to a lessee and rent storage from the common pool in the same accounting year unless an exception is granted by the Rental Pool Subcommittee.

6.3 **Payment to Lessor.** The lessor shall receive one-hundred percent (100%) of the lease price.

6.4 **Fees & Surcharges.** There shall be added to the lease price the administrative fee and the Board surcharge.

6.5 **Non-Applicability to Common Pool.** Storage leased pursuant to this procedure does not count against the participant contribution volumes set forth in Procedure 5.2.

6.6 **Recharge**. All storage used for the purpose of recharge must be transacted through the rental pool. Unless storage is rented pursuant to Procedures 5.0 or 10.0, storage used for recharge, whether diverted by the storage spaceholder or another person, will be treated as a lease of storage.

6.7 **Idaho Water Resource Board (IWRB) Storage.** Notwithstanding the limitations set forth in Procedures 6.1 and 6.2, the IWRB may lease its existing storage (up to 5,000 acre-feet) to Idaho Power and have it released past Milner for the purpose of mitigating minimum flows at Murphy. The administrative fee must be paid by the IWRB for any storage used for such purpose.

6.8 **Lease of Storage from Bureau Uncontracted Space.** Notwithstanding the limitations set forth in Procedures 6.1 and 6.2, the Bureau may lease storage from its uncontracted space for flow augmentation as identified in Appendix III of the – Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.

6.9 **Lease of Storage from Bureau Powerhead Space.** Notwithstanding the limitations set forth in Procedures 6.1 and 6.2, the Bureau may lease storage from its powerhead space for flow augmentation as identified in III.C.7 of the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.

PROCEDURE 7.0 IMPACTS

7.1 **Determination.** In any year in which the storage rights in the reservoir system do not fill, the Watermaster will determine the actual computed impacts to spaceholders, if any, associated with the prior year's rentals and leases. In making this determination, the Watermaster will use a procedure which identifies the following:

(a) What each computed reservoir fill would have been had the previous year's rentals and leases not taken place;
(b) The storage space from which rented or leased storage was actually supplied for the previous year's rental or lease; and
(c) The amount of storage each spaceholder's current allocation was reduced by the previous year's rental or lease activities.

7.2 **Milner Spill**. There are no computed impacts resulting from the previous and current year's rentals or leases used prior to Milner spill ceasing when the use of those rentals or leases result in reducing the spill from the reservoir system prior to the current year's Date of Allocation, as determined by the Watermaster.

7.3 **Impacts to Spaceholders resulting from all common pool, private leases**, **assignments, supplemental pool, and extraordinary circumstances pool rentals.** To avoid impacts to spaceholders caused by rental pool storage provided under Procedures 5, 6, 8, 9.3, 10, and 11 in years when storage is not spilled past Milner, the supplying spaceholder's storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply previous year leases, assignments, and rentals. If the amount of storage in the reservoir system exceeds the amount necessary to allocate 100% fill to space that wasn't evacuated to supply leases, assignments, and rentals but is insufficient to allocate 100% fill to all system spaceholders, allocations to lessors', assignors', and other space shall occur in the following priorities:

(a) Storage supplied under Procedure 5. This reallocation will only occur in the year following the supply of storage.
(b) Assigned rental under Procedure 10.0, extraordinary circumstances rental under Procedure 11.0, private leases above Milner under Procedure 6.0, and IWRB storage used for mitigating minimum flows at Murphy under Procedure 6.7. This reallocation will only occur in the year following the lease of storage.
(c) Bureau uncontracted storage under Procedure 6.8 until the lessor's affected space fills.
(d) Supplemental Pool leases under Procedure 8.0 until the lessor's affected space refills.
(e) Bureau Powerhead storage under Procedure 6.9 shall be the last space to refill after all other space in reservoirs in Water District 1 until the lessor's affected space fills as identified in III.C.7.c. of the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.

7.4 **Impacts to non-participants resulting from common pool rentals.** To avoid impacts to non-participant storage allocations caused by rental pool storage provided under Procedure 5 in years when storage is not spilled past Milner, the supplying participant's storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply common pool rentals.

PROCEDURE 8.0. SUPPLEMENTAL POOL

8.1 **Purpose.** To provide a voluntary mechanism for the lease of storage water to a participant below Milner for hydropower generation within the state of Idaho when storage water supplies, as a result of hydrologic, climate and other conditions, are sufficient to satisfy above Milner uses and Water District 01 commitments for flow augmentation. A supplemental pool shall be created in order to mitigate for computed impacts associated with leases below Milner, consistent with the Idaho Water Resource Board's policy to establish an effective water marketing system consistent with state law and assuring the protection of existing water rights while accommodating the purchase, lease or conveyance of water for use at Idaho Power's hydroelectric facilities, including below Milner Dam.

8.2 **Annual Authorization.** In order to provide the opportunity to lease water to generate funding of aging infrastructure projects without impacting individual spaceholder fill, storage may be leased through the Supplemental Pool for the purposes described herein. However, no storage may be leased through the supplemental pool until the Committee on or after April 1 of each year authorizes use of the pool and the Committee is satisfied that the goals and terms of the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement are met to provide sufficient flow augmentation supplies for the year or that storage to be released past Milner will count toward flow augmentation.

(a) Mitigation Inc. shall have the right to lease up to the first 10,000 ac-ft of supplemental pool storage under Procedure 8.0, as approved annually by the Committee. Mitigation Inc. shall provide to the Committee a report summarizing the expenditure of revenue from the annual lease(s) by December 31, 2023. If the Committee determines that the preference granted Mitigation Inc. is no longer justified, the Committee may terminate said preference. The preference granted Mitigation Inc. pursuant to this Procedure shall sunset on December 31, 2029. The 10,000 ac-ft preference shall only be applied once per year.

(b) Additional leases of storage in excess of the amount provided in Procedure 8.2(a) may be authorized annually by the Committee pursuant to Procedure 8.0. Mitigation Inc. shall be permitted to supply a pro-rata share of any additional amount made available to the supplemental pool exceeding the initial 10,000 ac-ft in Procedure 8.2(a). If Mitigation Inc. does not supply storage pursuant to Procedure 8.2(a), Mitigation Inc. shall be permitted to supply a pro-rata share of its storage to the supplemental pool along with other spaceholders supplying storage to the supplemental pool.

8.3 **Quantity and Price Determinations.**

8.3.101 The maximum quantity of storage authorized to be leased through the supplemental pool shall be determined annually by the Committee taking into account the advice and recommendation of the Rental Pool Subcommittee, together with current and forecasted hydrological conditions and estimated demand on the rental pool for above Milner uses.

8.3.102 *Price Determination.* The Committee shall authorize the leasing of water, including price pursuant to Rule Procedure 8 after taking into account spaceholder needs and current market conditions for power generation. There shall be added to the rental price the board surcharge and a $1.50 per acre-foot administrative fee associated with the development and implementation of the supplemental pool, assessed on the total quantity of storage set forth in any lease application approved or conditionally approved under Procedure 8.4.

8.3.103 *Subsequent Quantity and Price Determinations.* If within the same accounting year, the Committee subsequently determines based on the criteria set forth in Procedure 8.3.101 that additional opportunities exist for utilizing the use of water within Idaho through the supplemental pool consistent with Procedure 8.1, it shall designate such additional maximum quantity authorized to be leased through the supplemental pool and identify a separate lease price for such additional quantity pursuant to Procedure 8.3.102.

8.4 **Application to Lease Storage from the Supplemental Pool.**

8.4.101 Applications to lease storage from the supplemental pool for hydropower purposes shall be made upon forms approved by the Watermaster and shall include:

(a) The amount of storage sought to be rented;

(b) The rental price with associated fees as identified by the Committee under Procedure 8.3.102; and

(c) The deadline for the Applicant to receive delivery of water through the Supplemental Pool.

8.4.102 *Application Acceptance*. Applications are not deemed accepted until received by the Watermaster together with the appropriate fees required under Procedure 8.4.101.

8.4.103 *Application Approval.* An application accepted under Procedure 8.4.102 shall be approved after the Watermaster has determined that the application is in compliance with these procedures and sufficient storage will be available from the supplemental pool to provide the quantity requested in the application; provided, however, if the date of publication has not yet occurred, approval of the application shall be conditioned on the ability of spaceholders who have contracted to rent storage through the supplemental pool to have a sufficient storage allocation during the accounting year to satisfy their contracts approved under Procedure 8.5.104. Upon approval or conditional approval of the application, the fees collected from the applicant shall be non-refundable to the extent of the total quantity of storage approved or conditionally approved in supplemental pool lease contract(s) under Procedure 8.5.104. The Watermaster shall provide notice of such approval.

8.4.104 *Deadline for Accepting Applications*. All applications to rent storage from the supplemental pool must be accepted by the Watermaster pursuant to Procedure 8.4.102 not later than November 30 in order for the storage identified in such applications to be accounted for as having been diverted as of November 30 of the same year. Applications accepted after November 30 will be accounted for from storage supplies in the following calendar year, unless an exception is granted by the Rental Pool Subcommittee.

8.5 **Supplemental Pool Supply.**

8.5.101 *Notice to Spaceholders of Opportunity to Consign Storage through the Supplemental Pool.* The Watermaster shall provide notice of the supplemental pool on the Water District 1 website, which shall include the following information:

(a) The maximum quantity of storage authorized to be rented through the supplemental pool;

(b) The rental process, including price and deadlines as authorized by the Committee;

(c) Instructions for spaceholders interested in consigning storage through the supplemental pool, including instructions for executing a standardized supplemental pool rental contract; and

(d) The deadline, as set by the Committee, for the Watermaster to receive supplemental pool rental contracts from spaceholders interested in consigning storage through the supplemental pool.

8.5.102 *Supplemental Pool Rental Contracts.* Spaceholders interested in consigning storage through the supplemental pool shall execute a standardized supplemental pool rental contract, which shall be provided by the Watermaster and include provisions for the following:

(a) Limit eligibility to consign storage through the supplemental pool only to spaceholders who qualify as participants under Procedure 2.29;

(b) The quantity sought to be consigned by the spaceholder may be any amount, except that the total amount of storage consigned pursuant to Procedure 8 may not exceed either the maximum quantity set by the Committee under Procedure 8.3.101 or 10% of the spaceholder's total reservoir system space, unless an exception is approved by the Rental Pool Subcommittee;

(c) The 10% limitation described in 8.5.102(b) does not apply to the first 10,000 ac-ft supplied by Mitigation Inc. under Procedure 8.2(a);

(d) The quantity actually consigned by the spaceholder may be reduced depending upon the number of spaceholders who elect to consign storage through the supplemental pool as provided in Procedure 8.5.103;

(e) That, in the event the spaceholder elects to sign a standard pool rental contract before the date of publication, the spaceholder assumes the risk that its storage allocation may be less than the spaceholder anticipated; and

(f) Notice to the spaceholder that if the spaceholder's consignment through the supplemental pool causes computed impacts, the mitigation required under Procedure 8.7 will result in an amount of the spaceholder's space, not to exceed the quantity of storage consigned by the spaceholder, being assigned a junior priority which may not fill for multiple consecutive years, an accounting commonly referred to as "last to fill."

8.5.103 *Distribution of Storage to the Supplemental Pool.* If, following the deadline for receipt of executed supplemental pool rental contracts, the Watermaster determines that the total quantity of storage sought to be consigned through the supplemental pool exceeds the quantity limitation established under Procedure 8.3, then the Watermaster shall reduce the quantity of each supplemental pool rental contract to a pro rata share based on the amount of storage sought to be consigned by each spaceholder. The Watermaster shall amend the supplemental pool rental contract(s) to reflect any reduced quantity required by this provision.

8.5.104 *Rental Contract Approval.* Following receipt of a supplemental pool rental contract, the Watermaster shall determine whether the contract is in compliance with these procedures, and, if so, shall approve the same; provided, however, if the date of publication has not yet occurred, approval of the contract shall be conditioned on the spaceholder having a sufficient storage allocation during the accounting year to satisfy the contract.

8.6 **Notice of Contract Approval and Payment to Consignors**. The consignors shall receive one-hundred percent (100%) of the lease price apportioned according to the quantity of storage each spaceholder consigned through the supplemental pool. The Watermaster shall notify spaceholder(s) who submitted supplemental pool rental contracts of the approved amount and distribute the funds to the lessors within 30 days following approval or conditional approval of an application under Procedure 8.4.103 and rental contract approved under Procedure 8.5.104.

8.7 **November 1 Carryover Unaffected**. For purposes of determining the amount of storage available for flow augmentation under Procedure 5.2.104, storage leased through the supplemental pool shall not affect the November 1 carryover quantity on Table 1.

PROCEDURE 9.0 STORAGE ALLOCATED TO PALISADES WATER USERS, INC. (PWUI)

9.1 **Background and Purpose**. PWUI is an entity originally organized at the specific request of the Bureau to group, under one entity, all individual water users who applied for an allocation of Palisades Reservoir storage because Reclamation's policy at that time was that it would not enter into repayment contracts with individual water users. PWUI does not own natural flow water rights, has no designated service area, and does not own a water delivery system. Instead, PWUI shareholders call for delivery of water allocated to their shares through their own delivery systems or the systems of other irrigation entities and have historically been able to change the location of PWUI storage deliveries upon simple notification to the District. The shares do not describe specific property where storage allocated to such shares are used. One share of PWUI stock is equivalent to one acre-foot of PWUI space in Palisades Reservoir, and allocations of water to PWUI shareholders are made upon that basis. The provisions of Procedure 9.0 are included herein to clarify, between PWUI and the District, how to properly categorize the delivery of PWUI storage to various points of delivery.

9.2 **Delivery of PWUI Storage Water**. Storage allocated to PWUI shares shall not be considered a private lease under Procedure 7.5 in the following circumstances:

9.2.101 The delivery of storage to an irrigation delivery system where the PWUI shareholder has an ownership interest or leasehold interest in property capable of receiving delivery of water through such system.

9.2.102 The delivery of storage allocated to a PWUI shareholder which is assigned to another PWUI shareholder for an amount up to the assignee's unfilled PWUI allocation for the Accounting Year.

9.2.103 The delivery of storage allocated to PWUI's treasury stock provided to a PWUI shareholder.

9.3 **Private Leases of PWUI Storage Water**. Storage allocated to PWUI shares shall be considered a private lease under Procedure 7.5 and subject to impacts under Procedure 7.5 in the following circumstances:

9.3.101 The delivery of storage allocated to PWUI's treasury stock provided to a non-PWUI shareholder for any purpose.

9.3.102 The delivery of storage allocated to a PWUI shareholder which is assigned to another PWUI shareholder for an amount more than the assignee's unfilled PWUI allocation for the Accounting Year.

9.3.103 The delivery of storage allocated to a PWUI shareholder provided to a non-PWUI shareholder for any purpose.

9.3.104 The delivery of storage to a PWUI shareholder which is used for recharge.

9.4 **Applicability of Procedure 5.5 To PWUI Storage**.

9.4.101 Procedure 5.4 shall apply to private leases of PWUI storage described in Procedure 9.3.101.

9.4.102 Subject to Procedure 9.4.103, the Committee hereby grants PWUI an exception from the provisions of Procedure 5.4 such that PWUI shall not be prohibited from leasing water from the Common Pool because of private leases by PWUI shareholders under Procedures 9.3.102 through 9.3.104.

9.4.103 Water leased from the Common Pool by PWUI under Procedure 9.4.102 shall not be allocated to or used by PWUI shareholders who engage in private leases described under Procedures 9.3.102 through 9.3.104.

9.5 **Allocation of Impacts to PWUI**. The allocation of impacts described in Procedure 7.5 of these procedures for private leases described under Procedure 9.3 shall be made to PWUI as the spaceholder. PWUI shall thereafter internally allocate the impacts to the individual PWUI shareholders who participate in private leases described under Procedures 9.3.102 through 9.3.104.

9.6 **Information Provided to District**. PWUI shall provide sufficient information to the District to allow the District to verify PWUI's characterization of the assignment of PWUI storage under Procedure 9.0.

9.7 **Assignment of PWUI Shares to Canal Headings**. PWUI shareholders shall assign its shares to the canal heading where such PWUI shareholder is most likely to request delivery of storage. Water District 1 shall only account for the delivery of PWUI storage when (1) notified by the PWUI shareholder that such shareholder is taking delivery of storage through a canal; or (2) the manager of a canal reports the delivery of PWUI storage to Water District 1.

PROCEDURE 10.0 ASSIGNMENT POOL

10.1 **Purpose.** To provide a voluntary mechanism for participating spaceholders to assign a portion of their storage allocation to be made available for flow augmentation rentals below Milner and also to be made available for other rentals diverted above Milner, including storage rental conveyance and/or exchanges of storage from Water District #1 to other water district diversions that are not regulated by the Water District #1 Watermaster.

10.2 **Assignors.** Any participant may assign storage. An assignment of storage shall be made in writing on forms approved by the Watermaster.

10.3 **Limitations.** A participant may not assign storage and rent storage from the common pool in the same accounting year unless an exception is granted by the Rental Pool Subcommittee. Non-participating spaceholders may not rent storage from the assignment pool.

10.4 **Distribution of Assigned Storage.**

10.4.101 *Dates of assignment.* Storage assigned by participants on or before June 1 shall be rented on a pro-rata basis until all such storage assigned by June 1 has been purchased. Storage assigned from June 2 through November 30 shall be rented to purchasers after all storage assigned by June 1 has been rented and shall be distributed in the order assignments are received by the District. For example, all storage assignments received on June 2 shall be rented in their entirety before storage assigned on June 3, and all storage assignments received on June 3 will be rented in their entirety before storage assignments received on June 4, and so on.

10.4.102 *Payment to Assignors.* Each participant assigning storage on or before June 1 shall be paid a pro-rata share of all net proceeds for assignment pool rental until 100% of the storage assigned on or before June 1 has been rented. Each participant assigning storage after June 1 shall receive 100% of the net price for any of their assigned storage rented.

10.4.103 *Rental Approval and Priority.* Applications to purchase assigned storage may be submitted at any time after April 5 but will not be approved until beginning June 2. If total applications exceed total assignments on June 1, applications will be approved according to the following priorities:
(a) *First Priority.* Rental for flow augmentation pursuant to Procedure 10.6.
(b) *Second Priority*. Water users that have purchased rental or leased storage from the Water District #1 Rental Pool for purposes above Milner in years prior to 2019.
(c) *Third Priority*. All other applicants to purchase assigned storage diverted for purposes above Milner.

If the assignment supply is insufficient to satisfy all purchase applications in a priority, applications in that priority shall be approved in the order they were received on or before June 1. Applications to purchase assigned storage received after June 1 will be approved in the order received after all purchase applications received on or before June 1 have been satisfied and remaining assigned storage is available to satisfy purchase applications received after June 1.

10.4.104 *Assignor Payments and Return of Unrented Assignment Storage.* Assignors will be paid the total amount of rental prices collected for assignment rentals. Any unrented assigned storage will be returned to assignors' carryover at the end of the year.

10.4.105 *Timing of Payments.* Payments will be made to assignors in December of the year in which proceeds were collected.

10.5 **Applications to Purchase Assigned Storage for Uses above Milner.** Applications to rent storage from the assignment pool shall be made in writing on forms approved by the Watermaster.

10.6 **Rental Supplied for Flow Augmentation.** If the storage supplied from Table 1 for flow augmentation is insufficient to meet the needs described in the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement, the Committee has approved providing extraordinary circumstances rental under Procedure 11.0, and the supply for the extraordinary circumstances pool is insufficient to provide the entire request from the Bureau, any remaining requested amount not supplied by the extraordinary circumstances pool shall come from the available assignment pool supply according to the priorities described in Procedure 10.4.103.

10.7 **Rental Prices for Assigned Storage**

10.7.101 *Tier 5*. If the storage system fills, the rental price for purposes above Milner shall be $35.00 per acre-foot.

10.7.102 *Tier 6.* If the storage system does not fill but storage is provided for flow augmentation pursuant to Procedure 5.2.105(a), the rental price for purposes above Milner shall be $45.00 per acre-foot.

10.7.103 *Tier 7.* If the storage system does not fill and no flow augmentation water is provided pursuant to Procedure 5.2.105(a), the rental price for purposes above Milner shall be $55.00 per acre-foot.

10.7.104 *Determination of Tier 5, 6, or 7 Rental Price*: Unless the storage system has filled, the Watermaster shall designate on or before April 5 either Tier 6 or Tier 7 as the rental price for above-Milner rentals. If at any time during the same accounting year, the storage system should subsequently fill, the Watermaster shall designate Tier 5 as the rental price for above-Milner rentals and refund any excess rental fees within 30 days after the date of publication.

10.7.105 *Tier 8:* The rental price for storage rented for flow augmentation shall be $19.73 per acre-foot.

10.7.106 *Fees & Surcharges*. There shall be added to the rental price for all rentals the Board surcharge and administrative fee, resulting in the following summed amounts charged for assignment pool rentals for the various tiers described in Procedures 10.7.101 through 10.7.105:

(a) Tier 5: $35.00 + $3.50 + $1.30 = $39.80
(b) Tier 6: $45.00 + $4.50 + $1.30 = $50.80
(c) Tier 7: $55.00 + $5.50 + $1.30 = $61.80
(d) Tier 8: $19.73 + $1.97 + $1.30 = $23.00

10.8 **Application Approval and Deliveries to Diversions in Water Districts other than Water District #1.** Applications submitted with the appropriate forms, rental prices, fees, and surcharges for purchasing assignment pool storage shall be approved according to Procedure 10.4.103 as assignment pool storage becomes available. However, application approval does not guarantee delivery and/or exchange of assignment pool storage to diversions that are not measured or regulated by Water District #1 unless the daily diversion of rental storage is reported by the Watermasters of those districts to the Water District #1 Watermaster to facilitate the proper accounting of storage rental exchanges and deliveries to water districts outside of Water District #1.

10.9 **Rental Refunds.** Funds collected for approved rental applications will not be refunded regardless of whether or not the rental storage was used by the assignee. Applications that were not approved, or a written request to withdraw the application prior to its approval is received by the district from the applicant, shall have their application monies refunded in December of the year in which the proceeds are collected.

PROCEDURE 11.0 EXTRAORDINARY CIRCUMSTANCES POOL

11.1 **Purpose**. To provide flow augmentation rentals in excess of the amount provided in Procedure 5.2.104, upon a request by the Bureau for additional Water District 1 rentals consistent with the terms of the 2004 Snake River Agreement and these Procedures to further flow augmentation reliability as modeled in the 2007 Biological Assessment, the Committee shall consider making available a greater amount of storage rental if it determines on or before July 1 that extraordinary circumstances justify an additional amount of storage be made available for flow augmentation and existing uses (legal and equitable title to storage rights) are protected consistent with the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement. The Bureau and Committee will also consider on years when Milner spill occurs, the preservation of Uncontracted and Powerhead storage for use in subsequent years; provided, the Bureau exercises sole discretion over whether to use storage in its Uncontracted and Powerhead space for flow augmentation, so long as such use is consistent with the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement and applicable law.

11.2 **Quantity.** The maximum quantity of storage authorized to be leased through the extraordinary circumstances pool shall be determined annually by the Committee taking into account the advice and recommendation of the Rental Pool Subcommittee, together with current and forecasted hydrological conditions and estimated demand on the rental pool for above Milner uses.

11.3 **Price, Fees, & Surcharges.** The rental price for storage rented for flow augmentation shall be $19.73 per acre-foot plus a $1.97 Board surcharge plus a $1.30 administrative fee, resulting in a total $23.00 per acre-foot charge.

11.4 **Extraordinary Circumstance Pool Supply.**

11.4.101 *Notice to Spaceholders of Opportunity to Consign Storage through the Extraordinary Circumstance Pool.* The Watermaster shall provide notice of the extraordinary circumstance pool on the Water District 1 website, which shall include the following information:

(a) The maximum quantity of storage authorized to be rented through the extraordinary circumstance pool;
(b) The rental supply deadline as authorized by the Committee;
(c) Instructions for spaceholders interested in consigning storage through the extraordinary circumstance pool, including instructions for executing a standardized circumstance pool rental contract; and
(d) The deadline, as set by the Committee, for the Watermaster to receive extraordinary circumstance pool rental contracts from spaceholders interested in consigning storage through the extraordinary circumstance pool.

11.4.102 *Extraordinary Circumstance Rental Contracts.* Spaceholders interested in consigning storage through the extraordinary circumstance pool shall execute a standardized extra ordinary circumstance pool rental contract, which shall be provided by the Watermaster and include provisions for the following:

(a) Limit eligibility to consign storage through the extraordinary circumstance pool only to spaceholders who qualify as participants under Procedure 2.28;
(b) The quantity sought to be consigned by the spaceholder may be any amount, except that the total amount of storage consigned pursuant to Procedure 11 may not exceed either the maximum quantity set by the Committee under Procedure 11.2 or 10% of the spaceholder's total reservoir system space, unless an exception is approved by the Rental Pool Subcommittee;
(d) The quantity actually consigned by the spaceholder may be reduced depending upon the number of spaceholders who elect to consign storage through the extraordinary circumstance pool as provided in Procedure 11.4.103;
(e) That, in the event the spaceholder elects to sign a standard pool rental contract before the date of publication, the spaceholder assumes the risk that its storage allocation may be less than the spaceholder anticipated; and
(f) Notice to the spaceholder that if the spaceholder's consignment through the extraordinary circumstance pool causes computed impacts, the mitigation required under Procedure 7 will result in an amount of the spaceholder's space, not to exceed the quantity of storage consigned by the spaceholder, being assigned a junior priority, an accounting commonly referred to as "last to fill."

11.4.103 *Distribution of Storage to the Extraordinary Circumstance Pool.* If, following the deadline for receipt of executed extraordinary circumstance pool rental contracts, the Watermaster determines that the total quantity of storage sought to be consigned through the extraordinary circumstance pool exceeds the quantity limitation established under Procedure 11.2, then the Watermaster shall reduce the quantity of each extraordinary circumstance pool rental contract to a pro rata share based on the amount of storage sought to be consigned by each spaceholder. The Watermaster shall amend the extraordinary circumstance pool rental contract(s) to reflect any reduced quantity required by this provision.

11.4.104 *Rental Contract Approval.* Following receipt of an extraordinary circumstance pool rental contract, the Watermaster shall determine whether the contract is in compliance with these procedures, and, if so, shall approve the same; provided, however, if the date of publication has not yet occurred, approval of the contract shall be conditioned on the spaceholder having a sufficient storage allocation during the accounting year to satisfy the contract.

11.5 **Notice of Contract Approval and Payment to Consignors**. The consignors shall receive the lease price apportioned according to the quantity of storage each spaceholder consigned through the extraordinary circumstance pool. The Watermaster shall notify spaceholder(s) who submitted extraordinary circumstance pool rental contracts of the approved amount and distribute the funds to the lessors within 30 days following approval or conditional approval of a request under Procedure 11.1 and rental contract approved under Procedure 11.4.104.

11.6 **Using Extraordinary Circumstances Pool Supply for Flow Augmentation Ahead of Assignment Pool Supply.** If the amount supplied by participants to the extraordinary circumstance pool exceeds the amount requested by the Bureau for extraordinary circumstances rental, all extraordinary circumstances rental shall be supplied through the extraordinary circumstances pool. If the amount supplied by participants to the extraordinary circumstance pool is less than the amount requested by the Bureau for extraordinary circumstances rental, the extraordinary circumstance rental shall be first supplied by the extraordinary circumstance pool and any remaining amount of extraordinary circumstance rental shall be supplied from the amount available to flow augmentation in the assignment pool pursuant to Procedure 10.0

EXHIBIT B

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

2ND **AMENDED**

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
Case No. 39576) I.R.C.P. 54(b) FOR
) Water Right 01-02068

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
FEB 2 8 2020
By _____ Clerk
Deputy Clerk

NAME AND ADDRESS: UNITED STATES OF AMERICA
BUREAU OF RECLAMATION
REGIONAL DIRECTOR PN CODE-3100
1150 N CURTIS RD STE 100
BOISE, ID 83706-1234

SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

QUANTITY: 940400.00 AFY

Total reservoir active capacity is 1,200,000 acre feet when filled to elevation 5620 and measured at the upstream face of the dam.
Water right nos. 01-2068, 01-10043, 01-10621A and 01-10621B are limited to the total combined annual diversion volume necessary to allocate a total of 1,200,000 acre-feet of irrigation storage water per year to the consumers or users of the irrigation storage water.

PRIORITY DATE: 07/28/1939

The United States, after consultation with the Watermaster and the Water District 1 Advisory Committee, may release stored water from Jackson Lake and Palisades reservoirs for the maintenance of power production at Palisades Dam powerplant and may store such water in American Falls Reservoir. The release of such water will be confined, however, when it appears to the Secretary that American Falls, Palisades, and Jackson Lake reservoirs will fail to fill, to not more than 1,000 cfs for minimum firm power production and that amount which can be stored in American Falls Reservoir; and no such release shall be made that will preclude the later delivery of water, by exchange or otherwise, to the upper valley entities entitled thereto. "Upper valley entities" shall mean those reservoir spaceholders diverting from the Snake River and its tributaries above American Falls Dam.

POINT OF DIVERSION: T01S R45E S17 SENE Within Bonneville County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation Storage	01-01 TO 12-31	940400.00 AFY
Irrigation from Storage	03-15 TO 11-15	940400.00 AFY
Power Storage	01-01 TO 12-31	940400.00 AFY
Power from Storage	01-01 TO 12-31	940400.00 AFY

PLACE OF USE:

Place of use for irrigation from storage is within the following counties: Fremont, Madison, Jefferson, Bonneville, Bingham, Bannock, Power, Minidoka, Cassia, Lincoln, Jerome, Twin Falls, Gooding, Teton, and Elmore.
Place of use for storage is Palisades Reservoir, provided, however, that water under this right may be temporarily held in the unoccupied space of any of the reservoirs upstream of Milner Dam, located at township 10S, range 21E, sections 28 and 29, when determined by the Water District 01 Watermaster (as supervised by the Director of the Department of Water Resources), the Water District 01 advisory committee, and the United States Bureau of Reclamation that such temporary storage will

PLACE OF USE (continued)

maximize the storage of water upstream of Milner Dam.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

1. The name of the United States of America acting through the Bureau of Reclamation appears in the Name and Address section of this partial decree. However, as a matter of Idaho Constitutional and Statutory Law, title to the use of the water is held by the consumers or users of the water. The irrigation organizations act on behalf of the consumers or users to administer the use of the water for the landowners in the quantities and/or percentages specified in the contracts between the Bureau of Reclamation and the irrigation organizations for the benefit of the landowners entitled to receive distribution of this water from the respective irrigation organizations. The interest of the consumers or users of the water is appurtenant to the lands within the boundaries of or served by such irrigation organizations, and that interest is derived from law and is not based exclusively on the contracts between the Bureau of Reclamation and the irrigation organizations.
2. The allocation of storage to federal contractors and the location of that storage, including carryover storage, in the reservoir system shall be determined by the United States Bureau of Reclamation pursuant to federal reclamation law and contracts entered into between the United States and federal contractors. The Water District 01 Watermaster (as supervised by the Director of the Department of Water Resources) shall distribute the stored water in accordance with allocation instructions from the United States Bureau of Reclamation. "Reservoir system" shall mean all Federal reservoirs on the Snake River and its tributaries down to and including Lake Walcott, which store water for distribution pursuant to water right nos. 1-219, 1-2064, 1-2068, 1-4055, 1-10042, 1-10043, 1-10044, 1-10045, 1-10620, 1-10621A, 1-10621B, 1-10622, 1-10623, 21-2156, 21-4155, 21-10560, 21-13161, 21-13194, 25-7004, 25-14413A and 25-14413B.
3. This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
4. The operation, use and administration of this water right is subject to the terms and conditions of the Settlement Agreement signed on February 14, 2006 with Minidoka Irrigation District, Burley Irrigation District, Twin Falls Canal Company, North Side Canal Company and American Falls Reservoir District #2.
5. This decree does not alter, amend, or modify the contracts entered into between the various federal contractors and the United States Bureau of Reclamation, as amended, including but not limited to the contractual storage exchanges, in connection with the Palisades project and the Minidoka project, which contracts remain binding among the parties.
6. September 15th shall begin the annual period for water right accounting in the Upper Snake River Basin upstream of Milner Dam. The September 15th beginning date for this annual period is known as the "reset date" for reservoir volumes. The "reset date" allows previously satisfied reservoir water right volumes to begin filling again for the next annual storage volume period. The annual storage volume period will extend from September 15th to the following September 14th. Consistent with Section 8.3 of the 1990 Fort Hall Indian Water Rights Agreement, nothing in this provision is intended to impact the rights described and administered pursuant to that Section.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS

OTHER PROVISIONS (continued)

NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Eric J. Wildman
Presiding Judge of the
Snake River Basin Adjudication

EXHIBIT C

CONCEPTS, PRACTICES, AND PROCEDURES USED TO DISTRIBUTE WATER WITHIN WATER DISTRICT #1

Upper Snake River Basin, Idaho

Tony Olenichak

4/14/2023

Reach gain: the gain (positive value) or loss (negative value) of water between the beginning and ending of a reach, computed as the reach outflow minus the reach inflow, plus the reach's surface diversions, change in reservoir content, reservoir evaporation, and injections from groundwater exchange wells.

Reach loss: a negative *reach gain*.

Real time: the actual date when water is passing a point along the river channel.

Recharge: surface water diverted to a site where it will sink into the ground to replenish the aquifer.

Remaining natural flow: the calculated *natural flow* remaining in a river reach after distribution of *natural flow* to water rights in the water right accounting.

Rental: storage supplied, purchased, or leased through the Water District #1 Rental Pool.

Rental Pool: a vehicle for the temporary one-year transfer of storage from a spaceholder to another water user, or the one-year transfer to use storage for purposes different than what is listed on the storage water right, as allowed and described in the Rental Pool Procedures.

Rental Pool Procedures: a set of procedures formulated by the Committee of Nine governing the methods to supply storage to, and rent storage from, the Water District #1 Rental Pool.

Reservoir content: the volume of water physically held in a reservoir.

Reservoir evaporation: the increased amount of evaporation caused by a reservoir after it has been constructed on top of a natural streambed, lake, or riparian area.

Reservoir releases: the physical (actual) discharge flowing through the dam(s).

Reservoir system: the nine reservoirs listed in the water right accounting program that include: Jackson Lake, Palisades, Henrys Lake, Island Park, Grassy Lake, Ririe, American Falls, Lake Walcott, and Milner Lake Reservoirs.

Return flow: water that returns to the stream after being diverted from the stream.

Runoff: melting snow and rain that runs off the watershed creating discharge in the streams and rivers.

Senior: arriving earlier in time, as in having a senior priority.

Seepage loss: surface water percolating down through the canal bottom and sides and becoming ground water.

Shift: the deviation from the stage-discharge rating equation of a stream or canal as channel conditions change that result in slowing water velocity caused by vegetation growth, deposition, or irrigation check structures (negative shift), or resulting from vegetation removal or channel scouting (positive shift).

The Henrys Lake water rights accrue storage for the North Fork Reservoir Company comprised of six Henrys Fork canals. All other water rights listed in *Table 16* are owned by the United States of America acting through the U.S. Bureau of Reclamation (USBR) with the irrigation storage used by reservoir spaceholders holding contracts with the United States. Grassy Lake and Island Park Reservoir storage contracts are held by Fremont-Madison Irrigation District which is comprised of canals and pumps diverting water from the Henrys Fork, Falls River, Teton River, and their tributaries. Ririe Reservoir's storage contract for 80,500 acre-feet is held by Mitigation Incorporated. The contract for the active storage held in Lake Walcott is held by Minidoka and Burley Irrigation Districts. The contracts for most of the remaining volumes in Jackson Lake, Palisades, and American Falls Reservoirs are held by diversions throughout Water District #1. The 157,000 ac-ft water right (1-10401) in Palisades Reservoir, commonly referred to as powerhead space, is used by the USBR when there is not sufficient water to satisfy flow augmentation requirements downstream from Milner Dam. Powerhead space and flow augmentation are discussed in *Chapter 11*.

In addition to the primary reservoir storage water rights listed in *Table 16*, Jackson and Palisades Reservoirs share refill water right 1-10621B that allows the two reservoirs to refill under an effective priority of May 1, 2014, up to 1,043,298 AF of storage that was evacuated for flood control purposes and flowed past Milner Dam. Ririe Reservoir also has refill water right 25-14413B that allows Ririe Reservoir to refill up to 12,000 AF under the same May 1, 2014, effective priority for storage evacuated for flood control that spilled past Milner Dam. All system reservoirs each have a water right to refill storage evacuated for any purpose during the annual fill period, but these rights are subordinated to all other water rights. The subordinated reservoir refill water rights are 1-10623 (Jackson Lake), 1-10621A (Palisades), 21-13193 (Henrys Lake), 21-21261 (Island Park), 21-13194 (Grassy Lake), 25-14413A (Ririe), 1-10620 (American Falls), and 1-10622 (Lake Walcott). Refill water rights are discussed further in *Section 8.13*.

8.2 Natural flow distribution to reservoirs versus canals/pumps

There are two primary differences between on-stream reservoir storage water rights and water rights used to divert *natural flow* into canals or pumps for irrigation. Water rights for canals or pumps are usually limited to diverting their water rights only during the irrigation season from approximately April through October. The period of use for on-stream reservoir storage water rights extends through the entire year, January 1st through December 31st. A second difference is canal and pump water rights have their *natural flow* diversion limited by a flow rate (cfs), whereas the irrigation reservoirs in Water District #1 do not have flow rate limits and can accrue the entire *natural flow* in the reach available to the reservoir water right priority, up to the amount of *natural flow* in the reach containing the reservoir, not to exceed the reservoir's water right annual volume limit.

8.5 Reservoir operations and reservoir releases

The water right accounting does not determine how the reservoirs should be operated nor determine how much water should be physically stored or released from the reservoirs. The USBR considers factors such as flood control, erosion control, water quality, recreation, fisheries, contractual obligations, and water rights when making their operational decisions on the amount of water to be released from the reservoirs each day.

The amount accrued to a reservoir's *AF STORED* account in the water right accounting is not controlled by: (a) the amount of water physically flowing into the reservoir; (b) the amount of water physically being released from the reservoir; or (c) the change in the physical reservoir contents. The amount accrued to a reservoir's water right can be either greater or less than the physical change in reservoir contents when:

- *Natural flow* accruing to the reservoir water right is physically being captured in an upstream reservoir.
- The reservoir is physically releasing water to be held in a downstream reservoir at the same time the reservoir is accruing *natural flow* to its water right.
- Storage is being released from the reservoir for delivery to downstream diversions while the reservoir water right is accruing *natural flow*.
- Storage is being distributed to a diversion upstream from the reservoir while the reservoir water right is accruing *natural flow*.
- There are operational releases from a reservoir accruing *natural flow*, or operational releases from another reservoir upstream of the reservoir accruing *natural flow*.

It is not possible to determine the accrual to a reservoir water right solely by observing reservoir contents or the amount flowing into or out of a reservoir because changes in reservoir releases do not affect the cumulative *total natural flow* available in Water District #1, nor do reservoir releases change the amount of *natural flow* accrued to reservoir water rights. Reservoir releases and management only affect the physical location of stored water and whether accrued storage is released past the end of the system at Milner Dam.

8.6 Storage accrual affected by downstream reach losses

When *natural flow* is distributed to a reservoir's unfilled storage water right during the non-irrigation season, all *remaining natural flow* in the reach containing the reservoir is accrued to the reservoir's water right, leaving zero *remaining natural flow* at the end of the reach containing the reservoir. The exception to this rule occurs when a reach loss occurs downstream of the reservoir and the loss exceeds the gains (if any) between the reservoir and the end of the downstream reach with the loss, as previously discussed in *Section 3.11* of this manual. In this scenario, because there is insufficient *natural flow* to compensate for the loss below the reservoir, the accrual to the reservoir's water right on that day must be reduced by the minimum amount necessary to offset the downstream loss and result in a zero *remaining natural flow* at the end of the downstream losing reach. The most common example of this situation occurs when the Palisades Reservoir water right is accruing all the *natural flow* available in *the Alpine to Irwin (S3)* reach, and there is a large negative reach gain (loss) in the *Below Dry Bed to Lorenzo (S6)* reach downstream.

The exchange of *natural flow* diverted on a tributary (for storage released from a downstream reservoir) can only be accommodated when there is sufficient water physically in the tributary to provide for *natural flow* water rights that are in-priority on the tributary. There also must be sufficient storage physically stored in the reservoir so it can be released to prevent the river channel from going dry to accommodate the exchange of *natural flow* with the storage so as not to interfere with deliveries to other *natural flow* water rights on the river downstream from the tributary diversion.

8.8 Moving storage from downstream reservoirs to upstream reservoirs

During the irrigation season when the reservoirs' water rights are out-of-priority but a reservoir in the system is physically capturing *natural flow* and increasing its physical contents, an equivalent amount of storage must be physically released from a downstream reservoir to replace the *natural flow* captured by the out-of-priority upstream reservoir. The *natural flow* physically captured by the out-of-priority upstream reservoir belongs to a downstream senior water right diversion in this scenario. If the senior water right diversion is downstream from another reservoir, and the downstream reservoir releases previously stored water to replace the *natural flow* captured by the out-of-priority upstream reservoir, no interference to the delivery of *natural flow* to the downstream senior water right diversion occurs.

For example, it is common for Palisades Reservoir physical contents to continue to increase while the American Falls Reservoir contents decrease by a greater amount during the early irrigation season after the 1939 and 1921 priorities have been cut. Palisades Reservoir is physically capturing *natural flow* while its water right is out-of-priority, and an equivalent amount of previously stored water in American Falls Reservoir is released to replace the *natural flow* captured by Palisades Reservoir that is delivered to in-priority water rights downstream from American Falls Reservoir. By replacing water physically captured in Palisades Reservoir with water physically released from American Falls Reservoir, the effect is that spaceholder storage previously (physically) stored in the downstream American Falls Reservoir is being moved upstream to be physically stored in Palisades Reservoir as this exchange of *natural flow* for storage released from American Falls Reservoir is occurring.

This process of physically capturing *natural flow* out-of-priority in upstream reservoirs and exchanging it with previously stored water released from out-of-priority downstream reservoirs provides for the movement of system storage to reservoirs higher in the system, maximizing the ability of the reservoir system to capture additional water when the reservoirs' water rights come back into priority. This process only changes the physical location of the previously stored water from one reservoir to another reservoir and does not change the accrual or *carryover* stored "on paper" in the water right accounting.

For example, if storage accrued into the American Falls water right (and initially physically stored in American Falls) is exchanged for water captured out-of-priority in Palisades Reservoir later in the irrigation season, the exchanged water physically residing in Palisades Reservoir now becomes American Falls allocated storage, and if unused by the end of the irrigation year, will be American Falls *carryover* physically held in Palisades Reservoir.

Chapter 9: STORAGE ALLOCATIONS AND CARRYOVER DISTRIBUTION USING STORAGE REPORT

The first eight chapters of this manual concentrated on the calculation and distribution of system *natural flow* distributed to water rights in addition to the accounting for storage deliveries to diversions each day as computed in the **daily water right accounting program**. Chapter 9 discusses how the storage accrued in the daily water right accounting is eventually allocated to reservoir spaceholders and how the storage *carryover* at the end of the irrigation year for each spaceholder is determined using a separate computer program called the **Storage Report**.

The formulas for distributing storage to spaceholders and how storage is to be evacuated from the various reservoir accounts were formulated by the U.S. Bureau of Reclamation (USBR). As a matter of convenience so that the two agencies wouldn't need to pass information back and forth several times during the irrigation year, Water District #1 has been calculating the storage distribution to spaceholders based on methodologies provided by the USBR in the Storage Report computer program developed by both agencies. The Storage Report is a summary of:

- Storage, evaporation loss, and *Blw Blackfoot-to-Nr Blackfoot* reach loss allocated to each reservoir storage account.
- Reservoir space and storage allocation assigned to each diversion.
- Storage used, rental pool, and other adjustments to diversion storage allocations.
- Total *carryover* for each diversion after storage usage and other adjustments have been applied.
- *Carryover* in each reservoir account for each diversion on October 31st (last day of irrigation year).
- Summed storage carryover for all diversions and late-season fill segregated into individual reservoir accounts.

9.1 Day of Allocation – Distribution of accrued storage to spaceholders

The *Day of Allocation* occurs on the day when the reservoir fill available for spaceholders' allocations has reached its maximum. Three things must occur prior to the *Day of Allocation*. When all three things have occurred, the maximum storage allocations available for spaceholders to use during the irrigation season can be determined.

1) *Milner spill* ceases following the peak runoff.
2) The maximum reservoir system physical contents for the irrigation season have occurred.
3) The last day of accrual to unfilled reservoir water rights following the peak runoff has occurred in the daily water right accounting.

The Watermaster has not historically issued storage allocations to spaceholders prior to the *Day of Allocation* because of the potential adjustments that would be required each day as new amounts of storage accrual (including *refill storage* accrual) and additional storage spilled past Milner occurred. When storage is being spilled past Milner, the Watermaster is not certain whether the spill will result in an eventual reduction to the amounts of storage accrued to the various reservoir accounts in the water right accounting because all the reservoir space evacuated resulting from the spill could refill prior to the *Day of Allocation*. Only when the reservoir system contents reach its maximum system volume, and all spill and reservoir accrual has ceased, can the Watermaster become certain of the amount of storage available to be allocated to reservoir storage accounts.

There have been various methodologies used by Water District #1 in the past to prorate the reservoir system evaporation losses to spaceholders. The current process was developed as a result of physically storing water in reservoirs other than the ones which the storage has accrued. For example, in drought years, most of the water physically residing in Island Park and Ririe Reservoirs may be allocated to American Falls spaceholders. The evaporation losses in Island Park and Ririe Reservoirs in this situation are not resulting from the fill to Island Park and Ririe Reservoir water rights but are attributable to the American Falls storage physically held in those two other reservoirs. Also, evaporation losses from Jackson Lake, Henrys Lake, and Grassy Lake are not calculated in the daily water right accounting, however, the spaceholders in those reservoirs share in the evaporation losses because the water allocated to those reservoirs may be physically held in other reservoirs for which evaporation is calculated. A resolution adopted by Water District #1 titled *EVAPORATION LOSSES FROM RESERVOIRS WITHIN WATER DISTRICT 1* reflects the current methodology used to distribute reservoir system evaporation losses to all system spaceholders.

9.4 Allocation of reservoir storage fill to spaceholders

After all the following items have occurred, all information required for the Storage Report is complete and preliminary storage allocations can be computed and issued to spaceholders:

1) The *Day of Allocation* has arrived;
2) *Refill storage* has been distributed;
3) Reductions have been applied to the AF STORED values for any shortfalls due to spilling storage past Milner; and
4) The seasonal reservoir system evaporation and *Nr Blackfoot-to-Blw Blackfoot reach* losses have been estimated.

The reservoir water right accrual or fill (AF STORED plus any *refill storage* minus any reductions for *Milner spill*) entered into the Storage Report is reduced by its pro-rata share of evaporation and *Blw Blackfoot-to-Nr Blackfoot* reach losses to determine the *storage yield* allocated to each reservoir's storage water right. The computerized Storage Report segregates the reservoir's new accrual from the previous year's *carryover* and prorates the new accrual to reservoir spaceholders according to the space each spaceholder holds in each reservoir storage account. The computer program uses an iterative process where the pro-rata portion of new accrual is added to each spaceholder's *carryover* in their storage space. If the new accrual plus *carryover* exceeds 100% of the spaceholder's space, the spaceholder's new fill is reduced so the amount of new fill plus *carryover* equals 100% of the spaceholder's space. If it is not necessary to reduce a spaceholder's fill to 100%, then the process to distribute the entire new accrual to reservoir spaceholders is complete. If it is necessary to reduce one or more spaceholder's pro-rata fill because the initial summed amount exceeds 100% of their space, the amount exceeding 100% is redistributed to all remaining spaceholders with unfilled space. This iterative process continues until all the new reservoir accrual has been distributed to spaceholders and no spaceholder receives a total fill and *carryover* in their space greater than 100%.

After the iterative process used to distribute new accrual is complete, the percentage of evaporation and Blackfoot reach losses to total reservoir fill (the new accrual plus any *carryover*) is deducted from each spaceholder's fill to determine the *storage yield*. The *storage yield* after subtracting the evaporation and Blackfoot reach losses from the reservoir fill in each spaceholder's account is the amount of storage allocated to the spaceholder available to be used during the irrigation year.

Table 17 illustrates the segregation of reservoir fill into carryover from the previous year, new accrual of the current year, prorated evaporation, prorated Blackfoot reach loss, and total reservoir fill. The total reservoir system evaporation of 82,524 acre-feet and total Blackfoot reach loss of 1,179 acre-feet are proportioned across all reservoir accounts according to the total fill in each reservoir, i.e., each reservoir receives the same evaporation-loss percentage and same Blackfoot reach loss percentage deducted from their fill to calculate the reservoir yield.

Table 17: Reservoir carryover, new accural, total fill, evaporation, and yield.

RESERVOIR ACCOUNT	RESERVOIR CARRYOVER	RESERVOIR NEW ACCRUAL	RESERVOIR TOTAL FILL	RESERVOIR EVAPORATION	BLACKFOOT REACH LOSS	RESERVOIR YIELD
Jackson Lake	790,115	56,885	847,000	17,787	254	828,959
Palisades-1939	132,491	661,895	794,386	16,682	238	777,466
Palisades WWS	98,724	160,876	259,600	5,452	78	254,071
Henrys Lake	67,785	18,616	86,401	1,814	26	84,561
Island Park	26,541	75,847	102,398	2,150	31	100,217
Grassy Lake	8,976	4,239	13,215	278	4	12,934
Ririe	20,154	38,772	58,926	1,237	18	57,671
American Falls	8,214	1,507,546	1,515,760	31,831	454	1,483,474
Amer Flls WWS	0	156,830	156,830	3,293	47	153,490
Lake Walcott	0	95,200	95,200	1,999	29	93,172
TOTAL	1,153,000	2,776,706	3,929,716	82,524	1,179	3,846,015

Chapter 11: WATER DISTRICT #1 RENTAL POOL

The Water District #1 Rental Pool was created to provide a vehicle for the temporary one-year transfer of storage from a spaceholder to another water user and also provide for the one-year transfer to use storage for purposes different than what is listed on the storage water right. The process of supplying storage to the Rental Pool and purchasing storage from the Rental Pool is described in the Rental Pool Procedures formulated by the Committee of Nine and approved by the Water Resources Board each year. When the term "rental" is used by itself in this chapter, it is referring to the storage either supplied to, or rented from, the Rental Pool.

Prior to 1978, there was an informal process for reservoir spaceholders, whose storage allocations exceeded their irrigation need, to supply a portion of their storage allocation to other water users facing immediate water shortages. In exchange for supplying the storage, the water user would pay the spaceholder supplying the storage a rental fee for the one-time usage of the storage. The USBR storage contracts prevented spaceholders from profiteering from their storage rentals, so the rental fees were low enough so they would cover only the spaceholder's storage operating and maintenance costs. Also, the USBR would split the rental proceeds 50-50 with the spaceholders. Rental fees fluctuated from a low of $0.17 per acre-foot (1932) to $0.50 per acre-foot (1977).

The Rental Pool Procedures were formalized in 1978 and had three principles:

- Storage leased by the Rental Pool cannot result in injury.
- Releases of stored water past Milner Dam represent the most consumptive use of Snake River water.
- Stored water in Snake River reservoirs was appropriated for irrigation purposes and therefore irrigation should have the first right to lease storage from the Rental Pool.

The Rental Pool fees and payment structure were revised in 1979. The rental price was set at $0.75 per acre-foot with $0.25 of the proceeds paid to Water District #1 for administration costs and $0.50 paid to the spaceholder supplying the storage, and it was determined that the USBR had no basis for being included in the Rental Pool payments. Also in 1979, the Idaho State Water Supply Bank was created by the Idaho Legislature and the Idaho Water Resources Board was appointed to operate it. Additional legislation provided for the appointment of local committees to facilitate the rental of stored water in local rental pools. The Idaho Water Resources Board appointed the Committee of Nine to administer the Water District #1 Rental Pool.

Initially there was no need for special computations in the daily water right accounting to distribute Rental Pool supplies or payments. Storage allocations were simply adjusted in the preliminary water right accounting during the irrigation season or the storage adjustments were made at the end of the irrigation year in the final Storage Report. As the Rental Pool procedures evolved, some changes to the water right accounting were made to accommodate the changes. The following sections arranged in chronological order highlight how the Rental Pool policies and procedures have evolved since 1979.

11.1 Rental Pool 1979-1987

All reservoir spaceholders were given the opportunity each year to supply all, a portion, or none of their storage allocations to the Rental Pool. The supplied rental storage was made available to water users (purchasers) willing to pay for the usage of the rented storage water. The storage supplied to the Rental Pool was deducted from the suppliers' storage allocations when deposited. Purchasers would contact Water District #1 (on a first come, first served basis) and rent storage when rental supplies were available. Suppliers shared proportionally in all rental proceeds. If, for example, 63% of the total storage supplied to the Rental Pool was purchased, spaceholders would be paid for 63% of the storage they supplied. Any remaining unrented storage would be returned to the spaceholder to carry over to the next year in their storage accounts. When the rental demand was less than the total supply, storage from the group of spaceholders supplying their storage prior to July 1st was rented before storage supplied by spaceholders after July 1st.

11.2 Rental Pool 1988-1993

The drought that occurred in 1987-1988 triggered a concern for the consumptive uses and demand for rental below Milner. Rental storage released past Milner Dam didn't provide any return flows and it increased the probability of the reservoir system not filling in the year following the release of rental storage out the end of the system.

Beginning in 1988, storage suppliers to the Rental Pool were given the option to designate whether their space would be made available for rentals to power purposes below Milner in addition to being made available for ag (agricultural) purposes above Milner. If a spaceholder supplied storage to the Rental Pool and it was rented for purposes below Milner, the space evacuated to provide the rental became "*last-to-fill*" in the reservoir for the following season, and for each season thereafter until the space refilled. The purpose of the *last-to-fill* procedure was to ensure the refill of the evacuated space supplied for rental below Milner did not interfere with the refill of reservoir space evacuated for purposes above Milner.

Because it was anticipated that only American Falls or Palisades spaceholders would be supplying rental for purposes below Milner, two new storage accounts were added to the water right accounting: AMER FALLS PWR and PALISADES PWR. These two new storage accounts represented the space evacuated to supply rental storage for hydropower purposes below Milner during the preceding year. For example, if the Blacksmith Canal owned 10,000 acre-feet of space in American Falls Reservoir (1921 priority), and the canal supplied 500 acre-feet of their American Falls storage allocation to the Rental Pool, which was rented by the Rental Pool to Idaho Power for hydropower purposes below Milner, the 500 acre-feet of the Blacksmith Canal's American Falls storage space rented below Milner would be removed from the regular American Falls space (1921 priority) and placed in the AMER FALLS PWR space with a 1989 priority (*last-to-fill* in American Falls Reservoir). This *last-to-fill* process protected all other water rights and spaceholders senior to a 1989 priority from being impacted by the evacuation and subsequent refilling of the 500 acre-feet of American Falls space evacuated to provide rental below Milner Dam during the previous season. A similar *last-to-fill* account PALISADES PWR was created for spaceholders that supplied their Palisades storage allocation to the Rental Pool rented for hydropower purposes below Milner Dam.

11.7 Rental Pool 2020-2023

Beginning in 2019 there were growing concerns for the ever-increasing demands on the Water District #1 Rental Pool each year to provide for mitigating the effects of new water uses, additional groundwater development, and for providing supplemental storage water to other basins or water districts outside the historical boundaries of Water District #1. One of the original purposes of the Water District #1 Rental Pool was to provide a vehicle whereby Water District #1 spaceholders with surplus storage water could rent their surplus storage to be used by other Water District #1 water users that were facing curtailments and short water supplies. These rentals decreased the likelihood of crop losses to existing water rights within Water District #1 and reduced Water District #1 regulation costs.

Increased emphasis on regulation by the Idaho Department of Water Resources led to increasing demands on the Water District #1 Rental Pool from groundwater users and other water users outside the historical areas served by Water District #1. Water users outside the boundaries of Water District #1 began seeking use of water from Water District #1 reservoirs to mitigate for their out-of-priority water usage in other districts. To protect existing Water District #1 spaceholders and water users, the Committee of Nine began exploring ways to limit Water District #1 storage rentals from new uses and to restrict storage rentals in areas that haven't been historically served by Water District #1.

In 2020, the Rental Pool Procedures provided that any rentals or leases delivered to diversions in basins not regulated by Water District #1 would require an approved exchange application from the Idaho Department of Water Resources prior to Water District #1 allowing the transfer and delivery of rental storage from Water District #1 to another district. In 2021, the requirement for an approved exchange application was removed, however, it was made clear that responsibility for reporting and regulating diversions in districts outside of Water District #1 were the responsibility of Watermasters in those other districts. A new *Assignment Pool* section was created in the Rental Pool Procedures beginning in 2021 to allow Water District #1 reservoir spaceholders to specify portions of their storage allocations available for storage rentals to diversions in other water districts.

In 2022, a new *Extraordinary Circumstances Pool* section was added to the Rental Pool Procedures. In previous years when the Bureau of Reclamation was seeking additional supplies for flow augmentation rental exceeding the amount supplied by the rainbow-colored chart (Table 1), the Committee of Nine would determine the additional quantity (if any) of Common Pool storage that would be supplied under the *Extraordinary Circumstance* provision in the Common Pool section of the Rental Pool Procedures. The new *Extraordinary Circumstance* section added in 2022 separated the methodology for supplying *Extraordinary Circumstance* storage from the Common Pool to a process similar to the one used to supply the *Supplemental Pool*, whereby participants willing to supply the additional storage for flow augmentation are petitioned to specify how much of their storage allocation may be used for the *Extraordinary Circumstance Pool* supply.

By the time the water district's annual meeting arrived in March 2022, it appeared there would be a short water supply for the upcoming season resulting from low reservoir levels, a very low snowpack, and spaceholders couldn't agree on how the previous year's 2021 Common Pool rentals would be supplied in addition to the upcoming 2022 Common Pool rentals. Some junior spaceholders didn't want to be responsible for supplying the entire Common Pool rentals, and some senior spaceholders didn't want to be responsible for supplying any *Large Pool* rentals.

If the reservoir system completely fills in the year following the Common Pool rentals, or storage spills past Milner Dam prior to the Day of Allocation, there wouldn't be any necessity to reduce storage allocations resulting from the previous year's use of Common Pool rentals because the previous year's Common Pool rentals had no effect on the maximum fill of the reservoir system in the current year.

The inherent risk of "borrowing" the supply for the Common Pool rental (including flow augmentation rental) ahead of when that storage physically accrues to the reservoir system is that it could dry up the reservoir system if spaceholders don't carry over an amount from their storage allocations exceeding Common Pool rentals occurring during the year. The practice of "borrowing" the Common Pool rental ahead of the following year's storage accrual worked well from 2005-2022. The amount of borrowing was decreased somewhat with the new rental procedures adopted in 2022. However, the new procedures didn't eliminate the risk entirely. Time will tell if this will be an acceptable amount of risk to maintain for future years.

11.9 Last-to-fill space

The *last-to-fill* concept was first introduced into the Rental Pool Procedures in 1988. There was a concern that storage rented for purposes below Milner could significantly impact the fill of the reservoirs because of the fully consumptive aspect of storage released out the end of the system past Milner Dam. When a spaceholder was paid for the storage they supplied for rental below Milner 1988-2002, an amount of the spaceholder's reservoir space equivalent to the amount rented below Milner was assigned a priority junior to all other water rights in the water right accounting (e.g. 12/31/1999). The space remained in *last-to-fill* until it filled, which could have taken more than one year during a period of consecutive drought years. Once filled, the space would move back into the regular water right priority space in the reservoir.

For example, if a spaceholder designated 1,500 acre-feet of their Palisades space made available to Idaho Power through the Rental Pool for purposes below Milner, 1,500 acre-feet of the spaceholder's Palisades space (previously with a 1939 priority) was treated as having a 1999 priority so the fill of the space evacuated for rental could not occur until after all other 1939-priority space in Palisades Reservoir was 100% full. The same procedure applied to spaceholders renting their American Falls storage for hydropower purposes below Milner. The 1921-priority American Falls space designated for hydropower rental below Milner was treated as having a 1999 priority in American Falls Reservoir in the year(s) following the rental until the *last-to-fill* space filled. Since the American Falls Reservoir water right was senior to the Palisades Reservoir water right, the American Falls *last-to-fill* space was assigned a *last-to-fill* priority one day earlier than the Palisades *last-to-fill* priority. This sometimes resulted in the American Falls *last-to-fill* spaceholders receiving some new accrual or filling to 100% while the Palisades *last-to-fill* spaceholders received zero new accrual in the same year. When a spaceholder's *last-to-fill* space filled, it was moved back into the regular Palisades (1939 priority) or American Falls (1921 priority) space from which it originated.

In 2004, the procedures for supplying storage to the Rental Pool for purposes below Milner were changed, and the concept of *last-to-fill* was eliminated from the Rental Pool procedures for that year. Beginning in 2005, a new *last-to-fill* procedure was implemented which was quite different than the procedures used 1988 through 2003. Storage provided from the Common Pool for rental below Milner was no longer subject to *last-to-fill*. Instead, the *impacts* to spaceholder allocations were computed for the year following the Common Pool rentals and the new procedures provided for a payment system to attempt to "make whole" the impacted spaceholders. The effects of renting Common Pool storage for purposes below Milner (flow augmentation and hydropower) are more consumptive than rentals for irrigation above Milner, however, the *impacts* for all Common Pool rentals were treated the same and were limited to affecting reservoir fill and allocation for one year.

It was also recognized beginning in 2005 that two-party leases could impact the fill of other spaceholders in the year following the lease. The concern was that spaceholders in senior reservoirs could receive money by leasing all of their surplus storage remaining in those reservoirs at the end of the year, but the true impact of the leases would be passed to junior spaceholders when the reservoir system failed to fill in the year following the leases. To protect other spaceholders, or to provide mitigation when the reservoir system did not fill, spaceholders choosing to lease their storage to a second party were required to have their evacuated space placed in the reservoir system's *last-to-fill* space in the year following the lease.

This new *last-to-fill* requirement beginning in 2005 differed in a few ways from the *last-to-fill* requirement that existed prior to 2004:

- *Last-to-fill* required for two-party leases above Milner beginning in 2005. No *last-to-fill* was required prior to 2004 for any rentals used above Milner.
- Beginning in 2005, *last-to-fill* required for only one year following a two-party lease. *Last-to-fill* prior to 2004 was *last-to-fill* until the space filled, which could last for more than one year during periods of consecutive drought years. (Note: The *last-to-fill* prior to 2004 only applied to rentals <u>below</u> Milner and did not apply to rentals above Milner.)
- *Last-to-fill* beginning in 2005 was *last-to-fill* in the reservoir system, with one *last-to-fill* priority for all spaceholders. *Last-to-fill* space prior to 2004 was assigned a junior priority in each individual reservoir and spaceholders in different reservoirs received different *last-to-fill* priorities and sometimes received differing amounts of fill in their *last-to-fill* space.

There was a post-2005 debate discussing whether *last-to-fill* for leases above Milner should be *last-to-fill* for only one year or until the *last-to-fill* space filled, which could take multiple years in consecutive drought years. The Committee of Nine decided that *last-to-fill* would only be for one year. There were two major reasons why *last-to-fill* for private leases and rental assignments above Milner were limited to only one year following the rentals:

- Irrigation rentals above Milner may not be entirely 100% consumptive because some water may return to the Snake River or reservoir system following the rental. Therefore, requiring *last-to-fill* for rentals above Milner to be for more than one year could result in too strict of a requirement to prevent *impacts* to other spaceholder storage allocations.
- *Impacts* from Common Pool rentals have been limited to computing *impacts* for only one year following the rental. There was not sufficient reason to require mitigation for two-party leases and rental assignments above Milner to be more stringent than for Common Pool rentals that often include rentals below Milner.

Beginning in 2012, a provision was added to the Rental Pool Procedures allowing participating spaceholders to contribute a portion of their storage allocation to a *Supplemental Pool* when all rental requests above Milner have been filled and Idaho Power is requesting rental below Milner, as approved by the Committee of Nine. The *Supplemental Pool* was created to allow rentals below Milner to Idaho Power in good water years when surplus storage was available and the demand for rentals above Milner was satisfied. Spaceholders evacuating space to provide rentals to the *Supplemental Pool* have their space moved to *last-to-fill* in the reservoir system for the year following the rental. The *last-to-fill* space for *Supplemental Pool* rentals shall be junior to all other spaceholder *last-to-fill* space resulting from private leases and assignments. The *last-to-fill* space for storage rented through the *Supplemental Pool* remains in *last-to-fill* space until filled, which could last for more than one year during a period of consecutive drought years.

In subsequent years, along with the additions of the new *Assignment Pool* and *Extraordinary Circumstances Pool*, it was determined there was a need to prioritize various levels of *last-to-fill* space if a situation ever occurred whereby the *last-to-fill* space only partially filled in the system. In that situation, space evacuated for *Common Pool* rentals would be the first to fill ahead of all other *last-to-fill* space. Secondly, space evacuated to supply the *Assignment Pool*, *Extraordinary Circumstance Pool*, Idaho Water Resource Board rental, and private-lease rental would fill ahead of all other remaining space in *last-to-fill* space. Thirdly, Bureau of Reclamation uncontracted space would fill ahead of all other remaining space in *last-to-fill* space. Fourthly, space evacuated to supply the *Supplemental Pool* would fill ahead of all other remaining space in *last-to-fill*. Lastly, Bureau of Reclamation powerhead space evacuated for flow augmentation below Milner would be the last space to fill in *last-to-fill* space.

11.10 Reservoir assignment of last-to-fill space

When a spaceholder has storage accounts in multiple reservoirs and provides storage through the Rental Pool for a two-party lease, *Assignment Pool*, *Supplemental Pool,* or *Extraordinary Circumstances* rental, the reservoir space that becomes *last-to-fill* is the last storage space evacuated by the spaceholder at the end of the irrigation year. The rational for this method is that, if the lease or rental had not occurred, the spaceholder would have had more storage in their reservoir accounts at the end of the year. When a spaceholder reduces carryover in their reservoir account at the end of the year from supplying a rental that occurred earlier in the year, it creates a potential impact to other spaceholders when that evacuated space refills under the reservoir priority in the year following the lease. Therefore, the reservoir space that has less carryover than it otherwise would have had absent the lease (or rental) occurring during the year becomes the reservoir space that becomes *last-to-fill* in the system for the following year.

For example, let's assume a spaceholder has three reservoir accounts (American Falls, Palisades, and Jackson) and has 5,000 acre-feet of storage allocated in each reservoir at the beginning of the season, i.e., a total storage allocation of 15,000 acre-feet. During the irrigation season the spaceholder's canal uses 12,000 acre-feet from its storage allocation and leases an additional 2,000 acre-feet to another party. Because of the sequence used to evacuate storage, the entire amount of the spaceholder's American Falls and Palisades storage has been used and the spaceholder will have 1,000 acre-feet of carryover in Jackson at the end of the irrigation year (see *Determination of Reservoir Carryover for Spaceholders with Multiple Reservoir Allocations* in *Chapter 9*). If the 2,000 acre-feet had not been leased by the spaceholder, the spaceholder's carryover in Jackson would have been 3,000 acre-feet instead of 1,000 acre-feet. Therefore, in the year following the lease, 2,000 acre-feet of the spaceholder's Jackson space would be placed in *last-to-fill* space.

Another example would be, if the same spaceholder had 5,000 acre-feet allocated in each of the three reservoirs, but the spaceholder's canal only used 1,000 acre-feet plus the 2,000 acre-feet leased to another party. This scenario would have resulted in the spaceholder having 2,000 acre-feet of carryover in American Falls, 5,000 acre-feet of carryover in Palisades, and 5,000 acre-feet of carryover in Jackson. If the 2,000 acre-feet had not been leased by the spaceholder, the spaceholder's carryover in American Falls would have been 4,000 acre-feet instead of 2,000 acre-feet. Therefore, in this scenario, the 2,000 acre-feet evacuated to provide storage for the two-party lease was American Falls space that would become *last-to-fill* space in the year following the lease.

The reservoir space that becomes *last-to-fill* is the spaceholder's space that ended up being evacuated at the end of the irrigation season resulting from providing storage for the two-party lease, *Assignment Pool*, *Supplemental Pool,* or *Extraordinary Circumstances Pool*. The spaceholder cannot choose which reservoir space becomes *last-to-fill*. The reservoir space that becomes *last-to-fill* is determined by the allocation to the spaceholder's various reservoir accounts and the amount of spaceholder storage used and rented during the entire irrigation year. This method provides that the space evacuated as a result of the spaceholder's leased rental becomes *last-to-fill* in the system so the fill of that evacuated space in the subsequent year does not affect or impact the fill of other reservoir system spaceholders.
There is not a water right specifically for *last-to-fill* in the water right accounting. The *last-to-fill* space (RENTAL LTF) in the water right accounting is comprised of space from multiple reservoir water rights whose storage allocations were used to supply rental to other water users in the previous year. The priority for the space in RENTAL LTF in the water right accounting is simply changed from the original reservoir priority to a junior priority so fill in RENTAL LTF space follows the fill of other (non-*last-to-fill*) spaceholders.

Palisades Dam was chosen as the point-of-diversion for the *last-to-fill* space in the water right accounting for several years, however, the accounting process was changed beginning in 2018 to remove the possibility of the water right accounting allowing accrual to the reservoir system's *last-to-fill* space ahead of fill to earlier priority water rights in the system. Also, the process used prior to 2018 allowed for accrual into the Palisades Reservoir storage account exceeding the physical capacity of the Palisades Reservoir. Moving the reservoir system's *last-to-fill* accrual to be included in the ADDT'L STORED account (comprised of the storage in the basin that didn't accrue to a reservoir water right in the daily water right accounting) eliminated both of those problems.

11.11 Last-to-fill priorities

Leases of storage can be supplied from various categories of reservoir space for purposes above and below Milner. Spaceholder contracted storage is leased for purposes above Milner or is leased through the *Supplemental Pool*, *Extraordinary Circumstances Pool*, and *Assignment Pool* for purposes below Milner. USBR uncontracted storage and Palisades Powerhead storage is leased for flow augmentation purposes below Milner. IWRB contracted storage is leased below Milner Dam for mitigating minimum flows at Murphy.

The question arises as to whether all of these leases should share in the same *last-to-fill* priority when the space evacuated to supply a lease is filled in the year following the lease…..or….should there be a sequence of filling *last-to-fill* space so that some categories of *last-to-fill* space fills ahead of other *last-to-fill* categories or suppliers. While there have been various methodologies over the years to determine *last-to-fill* priorities for different categories of space leased through the rental pool, the answer to the question was more clearly addressed beginning with the *2019 Water District 1 Rental Pool Procedures*. The sequence of last-to-fill priorities to prevent impacts to spaceholders from leases are outlined under Rule 7.0 of the Rental Pool Procedures.

If the reservoir system completely fills in the year following the rentals, or storage spills past Milner Dam prior to the Day of Allocation, it is assumed there are not any *impacts* to spaceholder allocations from the previous year's rentals and *last-to-fill* priorities are not necessary to prevent impacts to spaceholder allocations from the previous year's leases.

11.12 Distribution of monies collected from rentals

Distribution of monies collected for storage rentals is mostly financial accounting, but it also involves water right accounting because the amount of storage fill, allocation, and impact all determine the amount of money paid to each participating spaceholder. All participating spaceholders share in the rental price proceeds collected for Common Pool rentals, including flow augmentation rentals below Milner that are supplied by the Common Pool. The proportionate share of the monies paid to each participating spaceholder has depended on the amount of space owned, the allocation or fill of their space, and the amount of impact to that space resulting from the rentals supplied the previous year.

The idea of the Common Pool is to provide rental storage for irrigation rentals and flow augmentation rentals from all participating spaceholders each year. The storage supplied to the Common Pool is not deducted from any spaceholder allocations during the year of the rental but, because the supply is provided from the following season's reservoir accrual, the rental has the potential to decrease the amount of storage allocated to some (impacted) spaceholders in the year following the Common Pool rental if the reservoir system doesn't completely fill in the following year.

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MAR 21 2025
DEPT. OF WATER RESOURCES
EASTERN REGION

BEFORE THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**JOINT MOTION TO AMEND *SCHEDULING ORDER***

COMES NOW Petitioner CITY OF POCATELLO ("Pocatello") and Intervenor-Respondents BURLEY IRRIGATION DISTRICT, FREMONT-MADISON IRRIGATION DISTRICT, AND IDAHO IRRIGATION DISTRICT (collectively, the "Spaceholders"), by and through their respective undersigned counsel of record, pursuant to Rule 220 of the Rules of

Procedure of the Idaho Department of Water Resources, IDAPA 37.01.01 ("Procedural Rules"), and hereby stipulate and move the Hearing Officer to amend the *Scheduling Order*, dated December 16, 2024 by extending the deadlines for the parties to file response briefs and reply briefs on the Spaceholders' *Motion to Dismiss and Supporting Points and Authorities* ("*Motion to Dismiss*"), staying the deadlines for the parties to file response briefs and reply briefs on Pocatello's *Motion for Summary Judgment* until the Hearing Officer enters an order deciding the *Motion to Dismiss*, and continuing the hearing set for May 1, 2025. As grounds therefor:

1. Because the *Motion to Dismiss* implicates the United States Bureau of Reclamation ("Bureau") and could result in the Bureau being joined as a party to this matter, it is appropriate to stay briefing on the *Motion for Summary Judgment* until the Hearing Officer enters an order deciding the *Motion to Dismiss*, so that the Bureau would have an opportunity to file a response brief on the *Motion for Summary Judgment* in the event it were joined.

2. Pocatello needs additional time to investigate facts necessary to articulate its position on the *Motion to Dismiss*. *See* I.R.C.P. 56(d); Procedural Rule 220.03.

3. Granting this joint motion will assist in the just, speedy, and economical resolution of this contested case matter.

4. The Hearing Officer is authorized to modify briefing schedules and continue hearings under Procedural Rules 220.02.f. and 560, respectively.

WHEREFORE, Pocatello and the Spaceholders request that the Hearing Officer issue a *First Amended Scheduling Order* that stays briefing on the *Motion for Summary Judgment* until an order is entered deciding the *Motion to Dismiss*, and sets the following schedule with respect to the *Motion to Dismiss*:

1. Deadline to file response briefs: May 29, 2025
2. Deadline to file reply briefs: June 20, 2025
3. Oral argument (if needed): June 25, 2025, at 9:00 am

Respectfully submitted this 21st day of March 2025.

MARTEN LAW LLP

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Attorneys for Petitioner City of Pocatello

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of March 2025, I caused to be filed and served a true and correct copy of the *Joint Motion to Amend Scheduling Order* via electronic mail to the following:

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BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	))))	**ORDER GRANTING JOINT MOTION AND AMENDING SCHEDULING ORDER**

On April 25, 2024, the City of Pocatello ("Pocatello") filed a *Petition Requesting a Hearing on WD01's 2023 Storage Report* ("Hearing Request"), pursuant to Idaho Code § 42-1701A(3). Consistent with Idaho Code § 42-1701A, Pocatello's *Hearing Request* creates a contested case before the Department, governed by the Department's Rules of Procedure (IDAPA 37.01.01).

On August 7, 2024, Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District (collectively "Districts") filed *Spaceholders' Combined Motion to Intervene & Memorandum in Support of the Motion to Intervene* ("Districts' Petition"). The presiding officer for the Department granted the *Districts' Petition* on October 10, 2024.

On October 7, 2024, the Cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and Wendell (collectively "Coalition of Cities") filed *Coalition of Cities' Motion to Intervene and Memorandum in Support* ("Coalition's Petition"). The presiding officer granted the *Coalition's Petition* on November 22, 2024.

The Department conducted a prehearing conference on December 9, 2024. During the conference, the parties asked the presiding officer to set deadlines for filing dispositive motions. On December 16, 2024, the presiding officer issued a *Scheduling Order*, setting February 18, 2025, as the deadline for filing dispositive motions. The *Scheduling Order* also established deadlines for filing response and reply briefs.

On February 18, 2025, Pocatello filed *City of Pocatello's Motion for Summary Judgment* and *City of Pocatello's Memorandum in Support of Motion for Summary Judgment* (collectively "Motion for Summary Judgment"). Also on February 18, 2025, the Districts filed *Intervenor Spaceholders' Motion to Dismiss and Supporting Points and Authorities* ("Motion to Dismiss"). The Districts argued that the contested case should be dismissed because the United States Bureau of Reclamation ("Reclamation") is a required party under Rules 12(b)(7) and 19 of the Idaho Rules of Civil Procedure and is not currently a party to the contested case.

On March 21, 2025, Pocatello and the Districts filed a *Joint Motion to Amend Scheduling Order*, proposing to stay the briefing for the *Motion for Summary Judgment*, extend the briefing deadlines for the *Motion to Dismiss*, and establish a new date for oral arguments, if such arguments are needed. On March 27, 2025, the Coalition of Cities sent an email confirming that it does not object to the proposed scheduling amendments. Pocatello and the Districts assert that, if the presiding officer determines that Reclamation is a required party and Reclamation joins the

contested case, it should be allowed to participate in the briefing for the *Motion for Summary Judgment*. Pocatello and the Districts also assert that Pocatello needs additional time to respond to the *Motion to Dismiss*. The proposed scheduling amendments will not cause unreasonable delay in the disposition of this contested case and will not prejudice any of the parties. Therefore, the *Scheduling Order* is amended as follows:

AMENDED SCHEDULING ORDER

1. Dispositive motions were filed on February 18, 2025.

2. Consistent with Rule 220.02.f of the Department's Rules of Procedure (IDAPA 37.01.01), a presiding officer may adjust the standard response and reply deadlines established by rule.

3. The briefing schedule for the *Motion for Summary Judgment* is temporarily stayed. The deadlines for filing response briefs and reply briefs for the *Motion for Summary Judgment* will be rescheduled after the presiding officer addresses the *Motion to Dismiss*.

4. Response briefs for the *Motion to Dismiss* must be filed on or before May 29, 2025.

5. Reply briefs for the *Motion to Dismiss* must be filed on or before June 20, 2025.

6. If the presiding officer determines that oral arguments would assist in understanding the arguments in support of or against the *Motion to Dismiss*, the oral arguments will be held on June 25, 2025, at 9:00 am. The presiding officer will send additional information to the parties, if oral arguments are needed.

Dated this 4th day of April, 2025.

James Cefalo
Presiding Officer

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of April 2025, true and correct copies of the documents described below were served by the method indicated upon the following:

Documents Served: Order Granting Joint Motion and Amending Scheduling Order

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BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**CITY OF POCATELLO'S RESPONSE BRIEF TO SPACEHOLDERS' MOTION TO DISMISS**

COMES NOW Petitioner City of Pocatello ("Pocatello" or "City"), by and through its undersigned attorneys of record, and, pursuant to Rule 220.02.b. of the Rules of Procedure of the Idaho Department of Water Resources, IDAPA 37.01.01 ("Procedural Rules"), and the *Order Granting Joint Motion and Amending Scheduling Order* issued April 4, 2025, hereby responds to the *Intervenor Spaceholders' Motion to Dismiss and Supporting Points and Authorities* ("*Motion to Dismiss*"), filed on February 18, 2025. Filed concurrently with this response brief is a *Declaration of Maximilian C. Bricker in Support of City of Pocatello's Response Brief to Spaceholders' Motion to Dismiss* ("*Bricker Supp. Decl.*").

By way of background and as referenced within, the *City of Pocatello's Motion for Summary Judgment* ("*MSJ*") was also filed on February 18, 2025,[1] requesting that the Idaho

[1] Filed concurrently with the *MSJ* were *City of Pocatello's Memorandum in Support of Motion for Summary Judgment* ("*MSJ Memo*"), a *Declaration of Maximilian C. Bricker in support of City of Pocatello's Motion for*

Department of Water Resources ("IDWR") grant relief by ordering Water District 01 ("WD01") to (1) issue a revised 2023 Final Storage Report wherein WD01 does not apply the Last-to-Fill ("LTF") Rule against Pocatello; and (2) not apply the LTF Rule against a contract holder[2] unless and until there is a determination that the contract holder's prior year rental enlarged its storage right. *MSJ* at 3.

INTRODUCTION

The Spaceholders bring separate motions to dismiss, under Rules 12(b)(7) and 12(b)(6) of the Idaho Rules of Civil Procedure ("I.R.C.P."),[3] but the underlying arguments are virtually identical—the United States Bureau of Reclamation ("Bureau") is an indispensable party, and IDWR is incapable of granting Pocatello's requested relief, because the Bureau, rather than WD01, allocates storage water.[4] In other words, the Spaceholders argue, in reliance on the Partial Decree for Water Right No. 01-2068 ("Partial Decree"),[5] that Pocatello has the wrong defendant, and brought its grievance to the wrong forum. *See Motion to Dismiss.* at 5, 14 (quoting Condition No. 2 to the Partial Decree).

Summary Judgment ("*Bricker Decl.*"), and a *Declaration of Adelheid M. Netter in support of City of Pocatello's Motion for Summary Judgment* ("*Netter Decl.*").

[2] To avoid confusion, since the Intervenor-Respondents go by the shorthand name "Spaceholders," Pocatello uses the term "contract holder" to refer generally to entities that have contracts with the Bureau for space in Bureau-owned reservoirs. The terms "spaceholders" and "contract holders" are synonymous.

[3] Any "Rule" cited or mentioned hereinafter is a rule within the I.R.C.P. unless referred to as "Procedural Rule," in which case it is a rule within IDWR's Procedural Rules, or the "LTF Rule," which is the shorthand term for Procedure 7.3 of the 2023 WD01 Rental Pool Procedures.

[4] *Compare Motion to Dismiss* at 13 ("Neither [IDWR nor the WD01 Watermaster] is ultimately responsible for the allocation of storage water in Palisades Reservoir and thus neither is capable of affording the relief requested by the City, i.e. a change in the 2023 storage allocation. . . . The watermaster is secondary to the party actually in charge of allocating the Palisades storage water—the Bureau of Reclamation.") *with id.* at 17 ("The party actually responsible for 'Application of WD01 Rental Pool Procedure 7.3 ("Last to Fill Rule") against Pocatello in 2023' and 'allocation of stored water in 2023' is Reclamation, as the owner of the water right upon which the City's contract depends—a party not named in this matter. The City instead asks for relief from IDWR and WD1, neither of whom are capable of granting the relief requested.")

[5] Attached as Ex. 4 to *Netter Decl.*

The Spaceholders' *Motion to Dismiss* is brought in the context of Pocatello's request that IDWR relieve it of WD01's application of Last-to-Fill ("LTF") Rule when allocating storage water to Pocatello's space in Palisades Reservoir in 2023. This is the latest step in Pocatello's efforts to obtain such relief, following Pocatello's request in district court Case No. CV42-23-1668 for a judicial declaration that the LTF Rule was invalid on its face, along with associated claims. The district court rejected Pocatello's facial challenge and directed Pocatello to exhaust administrative remedies before bringing an as-applied challenge to the constitutionality of the LTF Rule. The Spaceholders were also parties to the district court matter.

The Hearing Officer should deny the Spaceholders' motion in its entirety. As an initial matter, the Spaceholders arguments are barred by doctrines of preclusion, as they endorsed the argument in the district court that it was WD01 (not the Bureau) that allocates water in Palisades. If the Hearing Officer determines he has jurisdiction to reach the merits, the motions should be denied because the Spaceholders have failed to meet the standard under Rule 12(b) and their arguments encourage a negative policy result, inviting the federal government to take power away from local water interests and upend historical storage water management practices in eastern Idaho.

STANDARD OF REVIEW

While the *Motion to Dismiss* is deficient in multiple respects, most notably it wholly fails to provide the legal standard by which the Hearing Officer reviews motions to dismiss. Accordingly, Pocatello provides the respective standards of review for Rule 12(b)(7) and Rule 12(b)(6), as well as scope of the Hearing Officer's jurisdictional authority, below.

a. Hearing Officer's Scope of Authority

IDWR and its hearing officers have limited scopes of authority under Idaho law. *See Travelers Ins. Co. v. Ultimate Logistics, LLC*, 167 Idaho 13, 20 (2020) ("State agencies in Idaho have no inherent authority. As a general rule, administrative agencies 'are tribunals of limited jurisdiction.' Thus, agencies have no authority outside of what the Legislature specifically grants to them.") (citations omitted). The Legislature has defined IDWR's authority vis-à-vis contested cases. *See* Idaho Code ("I.C.") § 42-1701A. IDWR has also defined the scope of the Hearing Officer's authority when presiding over contested cases. *See* Procedural Rule 412.

The statute authorizing IDWR to conduct hearings in contested cases provides, in relevant part:

> Unless the right to a hearing before the director or the water resource board is otherwise provided by statute, any person aggrieved by any action of the director, including any decision, determination, order or other action, including action upon any application for a permit, license, certificate, approval, registration, or similar form of permission required by law to be issued by the director, who is aggrieved by the action of the director, and who has not previously been afforded an opportunity for a hearing on the matter **shall** be entitled to a hearing before the director to contest the action. The person shall file with the director, within fifteen (15) days after receipt of written notice of the action issued by the director, or receipt of actual notice, a written petition stating the grounds for contesting the action by the director and requesting a hearing. The director **shall** give such notice of the petition as is necessary to provide other affected persons an opportunity to participate in the proceeding. The hearing **shall** be held and conducted in accordance with the provisions of subsections (1) and (2) of this section.

I.C. § 42-1701A(3) (emphasis added).

b. Rule 12(b)(7)

Dismissal of an action pursuant to Rule 12(b)(7) is based on the petitioner's "failure to join a party under Rule 19." Rule 12(b)(7); *see also Smith v. Smith*, 164 Idaho 457, 469 (2018).

> Determining whether a case should be dismissed because a party is indispensable under Rule 19 is a three-step process. *See* I.R.C.P. 19. First, the trial court must determine if the party is a required party under Rule 19(a)(1); second, the court

must determine if joinder is feasible; if joinder is feasible, the court must join the party under Rule 19(a)(2); and third, if the court has found that the party is required and joinder is not feasible, the court must determine if that party is indispensable under Rule 19(b). If the party is indispensable, further proceedings are barred. I.R.C.P. 19.

Monitor Fin., L.C. v. Wildfire Ridge Estates, Ltd. Liab. Co., 164 Idaho 555, 562-63 (2019).[6]

Rule 19 provides, in relevant part:

> **(a) Persons Required to be Joined if Feasible.**
>
> (1) *Required Party*. A person who is subject to service of process must be joined as a party in the action if:
>
> (A) in that person's absence, the court cannot accord complete relief among existing parties; or
>
> (B) that person claims an interest relating to the subject of the action and is so situated that disposing of the action in the person's absence may:
>
> (i) as a practical matter impair or impede the person's ability to protect the interest; or
>
> (ii) leave an existing party subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations because of the interest.
>
> (2) *Joinder by Court Order*. If a person has not been joined as required, the court must order that the person be made a party. A person who refuses to join as a plaintiff may be made either a defendant or, in a proper case, an involuntary plaintiff.
>
> **(b) When Joinder is Not Feasible.** If a person who is required to be joined if feasible cannot be joined, the court must determine whether, in equity and good conscience, the action should proceed among the existing parties or should be dismissed. The factors for the court to consider include:
>
> (1) the extent to which a judgment rendered in the person's absence might prejudice that person or the existing parties;
>
> (2) the extent to which any prejudice could be lessened or avoided by:
>
> (A) protective provisions in the judgment;
>
> (B) shaping the relief; or
>
> (C) other measures;
>
> (3) whether a judgment rendered in the person's absence would be adequate; and
>
> (4) whether the plaintiff would have an adequate remedy if the action were dismissed for nonjoinder.

[6] While Rule 19 "no longer employs the word 'indispensable," the Idaho Supreme Court "continue[s] to use the 'indispensable' party language as contemplated by the prior iterations of Rule 19 and the continued use of the word by federal courts." *Monitor Fin.*, 164 Idaho at 561 n.7.

Finally, the Hearing Officer has the authority to issue an order joining a required party to a contested case. *See* Procedural Rule 710 (describing "orders joining, consolidating or separating issues, proceedings, or parties" as "interlocutory orders").

c. <u>Rule 12(b)(6)</u>

Dismissal of an action pursuant to Rule 12(b)(6) is based on the petitioner's "failure to state a claim upon which relief can be granted." Rule 12(b)(6). The standard for reviewing motions to dismiss under Rule 12(b)(6) is generally the same as the standard for reviewing motions for summary judgment under Rule 56. *Lossberg v. State*, 170 Idaho 15, 19 (2022). The distinction between the two types of motions is explained in *Young v. City of Ketchum*:

> [T]he standard for reviewing a 12(b)(6) motion is the same as that applicable to motions for summary judgment. . . . insofar as the non-moving party is entitled to have all inferences from the record viewed in his favor. However, once such inferences are drawn, the motions are treated differently. *A 12(b)(6) motion looks only at the pleadings to determine whether a claim for relief has been stated.* A motion for summary judgment looks to the evidence to see if there are any issues of material fact and whether the moving party is entitled to a judgment as a matter of law.

137 Idaho 102, 104 (2002) (emphasis supplied); *see also Paslay v. A&B Irrigation Dist.*, 162 Idaho 866, 870-71 (2017) ("The [I.R.C.P.] require courts treat a Rule 12(b)(6) motion to dismiss as a Rule 56 motion for summary judgment when it considers matters outside the pleadings . . . . [courts are] free to either consider information outside of the amended complaint and treat the Rule 12(b)(6) motions as Rule 56 proceedings, or decide the Rule 12(b)(6) motion 'on the allegations contained in the complaint alone.'") (citations omitted); Rule 12(d) ("If, on a motion

under Rule 12(b)(6) or 12(c), matters outside the pleadings are presented to and not excluded by the court, the motion must be treated as one for summary judgment under Rule 56.").

"Dismissal under Rule 12(b)(6) is granted only in the unusual case in which the plaintiff includes allegations showing on the face of the complaint that there is some insurmountable bar to relief." *Lossberg*, 170 Idaho at 19 citations omitted. While IDWR's Procedural Rules do not provide for "complaints," the following documents constitute "pleadings" in contested cases: applications, petitions, protests, and responses. Procedural Rule 210. A "petition" is defined as:

> A pleading requesting a modification, amendment or stay of an existing order of the agency, the clarification, declaration or construction of the law administered by the agency, the clarification, declaration or construction of a person's rights or obligations under law administered by the agency, rehearing of a contested case, or intervention, or to otherwise request the agency take action that will result in the issuance of an order.

Procedural Rule 002.14. However, there is no Procedural Rule analog to motions under Rule 12.

ARGUMENT

I. The *Motion to Dismiss* Should be Denied on its Face Because the Hearing Officer Lacks Statutory Authority to Dismiss a Contested Case Before a Hearing on the Merits and the Procedural Rules do not Authorize Motions to Dismiss

First, the Hearing Officer lacks statutory authority to consider the *Motion to Dismiss*. *See Travelers*, 167 Idaho at 20 ("[A]gencies have no authority outside of what the Legislature specifically grants to them."). While the Director has the authority to appoint a hearing officer to conduct a hearing in a contested case, *see* I.C. § 42-1701A(2), the Director—and by extension, the Hearing Officer—lacks authority to dismiss the matter before holding a hearing on the merits of the petitioner's contest. *Id.*, § 42-1701A(3) ("[a]ny person aggrieved by any action of the director . . . shall be entitled to a hearing before the director to contest the action. . . . The hearing shall be held and conducted in accordance with the provisions of subsections (1) and (2) of this section."). To the contrary, IDWR is statutorily obligated to allow Pocatello to be heard

on the merits of its contest to WD01's 2023 Final Storage Report, since, as discussed *infra*, the allocation of storage within the 2023 Final Storage Report was an action of the Director.

Second, and additionally, the Procedural Rules do not authorize the Hearing Officer to consider the *Motion to Dismiss*. The Procedural Rules "govern contested case proceedings before" IDWR. Procedural Rule 001; *accord* I.C. § 42-1701A(1).

> The rules in this chapter will be liberally construed to ensure just, speedy and economical determination of all issues presented to the agency. The agency may permit deviation from these rules when it finds that compliance with them is impracticable, unnecessary or not in the public interest. Unless required by statute, or otherwise provided by these rules, the Idaho Rules of Civil Procedure and the Idaho Rules of Evidence do not apply to contested cases before the agency.

Procedural Rule 51 (emphasis added). While the Procedural Rules authorize parties to file motions for summary judgment under Rule 56, *see* Procedural Rule 220.03, they do not provide for motions to dismiss under Rule 12.[7] The only bases under the Procedural Rules for dismissing a contested case, or a party from a contested case, are either disruptive conduct or repeated violations of the rule against *ex parte* communications. *See* Procedural Rules 205, 414.

Thus, the Hearing Officer should deny the *Motion to Dismiss* on its face.

II. The Doctrines of *Res Judicata*, Waiver, and Judicial Estoppel Bar the Spaceholders from Arguing, and the Hearing Officer from Finding, that the Bureau Allocates Storage Water

The *Motion to Dismiss* is replete with variations of the same argument: the Bureau, not WD01, is "ultimately responsible for the allocation of storage water in Palisades Reservoir," hence the Bureau is an indispensable party and IDWR is incapable of granting relief. *Id.* at 13;

[7] Further, undersigned counsel was unable to locate a statute that makes Rule 12 applicable to contested cases such as this matter.

see also, id. at 4, 5, 14, 15, 17,[8] 22.[9] These arguments are barred by the Spaceholders positions and the outcome in Case No. CV 42-23-1668 and the Hearing Officer should reject the *Motion to Dismiss* based on doctrines of preclusion.

In Case No. CV42-23-1668, Pocatello brought a number of claims against IDWR and IWRB, including a facial challenge to the constitutionality of the LTF Rule.[10] In response, the State of Idaho (on behalf of both agencies) asserted that the WD01 Watermaster allocates storage water, which constitutes an agency action by IDWR under I.C. section 67-5201(4), and argued that Pocatello could not prevail on its taking claims because it failed to exhaust administrative remedies before filing suit. *State of Idaho's Memorandum in Support of Cross-Motion for Summary Judgment and Response to Plaintiff's Motion for Partial Summary Judgment* ("*State's Cross-MSJ*")[11] at 17-19, n.10 (Nov. 2, 2023) ("The Watermaster allocates storage water to the City of Pocatello pursuant to the City's spaceholder contract with the United States Bureau of Reclamation and pursuant to the Water District 01 Rental Pool Procedures in which the City voluntarily participates."). The Spaceholders joined in the *State's Cross-MSJ*, *see Notice of Joinder in Defendants' Cross Motion for Summary Judgment*[12] at 1 (Nov. 8, 2023), and later made the same argument themselves. *See Intervenor Spaceholders' Response in Opposition to*

[8] "The City instead asks for relief from IDWR and WD1, neither of whom are capable of granting the relief requested."

[9] "The Bureau of Reclamation, not WD01 or IDWR, is ultimately responsible for the final allocations of storage space as the owner of the water right upon which all contracts for Palisades Storage Right No. 1-2068 depend, therefore the Bureau of Reclamation is inexcusably missing in this matter and is an indispensable party without which this matter cannot proceed. Further, a motion to dismiss for failure to state a claim [upon which relief can be granted] is proper because the arguments presented by the City all involve a party that is not actually responsible for the issues raised . . . ."

[10] The filings in the district court case are available at https://idwr.idaho.gov/legal-actions/district-court-actions/pocatello-v-iwrb/ (last visited May 27, 2025).

[11] Attached as Exhibit 1 to *Bricker Supp. Decl.*

[12] Attached as Exhibit 2 to *Bricker Supp. Decl.*

Plaintiff's Motion for Partial Summary Judgment ("*Spaceholders' Resp.*")[13] at 24 (Nov. 16, 2023) ("The Watermaster's storage allocations can be characterized as an "agency action" under the Idaho APA. *See* I.C. § 67-5201(4). Consequently, Pocatello is not entitled to judicial review of such actions until it exhausts the available administrative remedy, in this case a hearing before the Director. *See* I.C. §§ 67-5271(1); 42-1701A(3).")

On January 10, 2024, the district court issued an *Amended Order on Cross-Motions for Summary Judgment* ("*Facial Order*")[14] wherein it upheld the LTF Rule's facial constitutionality but declined to decide the LTF Rule's as-applied constitutionality related to Pocatello's claims (*Facial Order* at 18-19), and denied Pocatello's takings claims on the basis that Pocatello failed to exhaust administrative remedies, adopting the State's and Spaceholders' arguments. *Id.* at 19-21. In support of this conclusion, the district court made the following findings:

> In this case, the Director has clear legal duty to distribute water. I.C. 42-602. The Director may carry out this duty through agents, such as the Water District 01 Watermaster. I.C. 42-605. Each year, the Watermaster **allocates** water to the various storage accounts within Palisades Reservoir. To do so, the Watermaster utilizes a preliminary accounting followed by final accounting of storage. A final storage report is then prepared including "all storage rentals and adjustments combined with the final storage allocations and final storage uses from the final water right accounting." *Concepts, Practices, and Procedures Used to Distribute Water Within Water District #1*, p.148, Tony Olenichak (April 14, 2023).
>
> The Court finds the annual **allocation** of storage as set forth in the final storage report constitutes an action of the Director. If the City of Pocatello was aggrieved by any of the previous annual storage allocations, it was required to timely file a

[13] Attached as Exhibit 3 to *Bricker Supp. Decl.*

[14] Attached as Ex. 14 to *Bricker Decl.*

> written petition with the Director stating the grounds for contesting his action and requesting hearing under Idaho Code § 42-1701A(3):
>
> [Quoting statute.]
>
> I.C. § 42-1701A(3). Such a written petition was required to be filed within fifteen (15) days following the City's actual notice of any annual final storage report applying the last-to-fill procedure to its storage allocation. *Id.*
>
> The Court finds the City had an administrative remedy available to it under Idaho Code 42-1701A(3) in any previous year where it was aggrieved by the application of the last-to-fill provision to the Storage Water in the final storage report.

Id. at 19-20 (emphasis added). No party appealed the *Facial Order*.

These findings are conclusive and binding on these proceedings, and the doctrine of issue preclusion (a/k/a collateral estoppel), a component of *res judicata*, bars the Spaceholders from arguing, and the Hearing Officer from finding, to the contrary. *See United States v. State (In re CSRBA Case No. 49576 Subcase No. 91-7755)*, 165 Idaho 517, 532 (2019) ("Under issue preclusion, once a court has decided an issue of fact or law necessary to its judgment, that decision is conclusive in a subsequent suit based on a different cause of action involving a party to the prior litigation.") (citations and quotations omitted).[15]

If the Bureau is indispensable in this matter (which Pocatello disputes), then it was also indispensable in the district court case and litigation of this issue is barred by issue preclusion: 1) this matters involve the same parties and same issue as was litigated in the district court case; 2) determining that allocation of storage water is an action taken by the Director was a necessary finding for the district court's disposition of Pocatello's takings and damages claims; and 3) this matter is a "subsequent suit based on a different cause of action," as it pertains to the allocation

[15] *See also id.* ("The party asserting issue preclusion must demonstrate: (1) the issue at stake was identical in both proceedings; (2) the issue was actually litigated and decided in the prior proceedings; (3) there was a full and fair opportunity to litigate the issue; and (4) the issue was necessary to decide the merits.") (citations and quotations omitted).

of storage water in 2023 whereas the district court case pertained to allocations of storage water from 2008-2021. *Compare Facial Order* at 19-21 (dismissing Pocatello's takings claims and related damages claims based on a failure to exhaust administrative remedies) *with MSJ Memo* at 17 ("In the absence of the Department ordering WD01 to take proper corrective actions, Pocatello will seek judicial relief to remedy WD01's unconstitutional taking of its real property."). Accordingly, the Spaceholder's arguments are barred and the Hearing Officer must adopt the district court's findings. *Case No. 49576*, 165 Idaho at 532.

Additionally, because the Spaceholders could have filed a motion to dismiss the district court case on Rule 19 grounds but waited until now to do so—and are clearly doing so "to protect [themselves] and not the [Bureau]"—they have waived the right to raise the defense. *Jolley v. Puregro Co.*, 94 Idaho 702, 706 (1972) (affirming the denial of a motion to dismiss and holding that defendant waived the Rule 12(b)(7) defense because the rule "cannot be interpreted to mean that a party with the necessary information to make a motion for joinder of an indispensable party at his disposal can sit back and raise it at any point in the proceedings, when the only effect of the motion under the circumstances would be to protect himself and not the person alleged to be indispensable.") (quoting *Benger Labs., Ltd. v. R. K. Laros Co.*, 24 F.R.D. 450, 452 (E.D. Pa. 1959)); *Benger Labs*, 24 F.R.D. at 452 ("[d]ismissal is not automatic under the Federal Rules upon a showing that an indispensable party has not been joined. This is so in spite of the fact that this defense is based upon a defect considered to be on a par with lack of jurisdiction over subject matter and failure to state a claim or legal defense to the extent that it can be raised by the parties at any time during the proceedings.").[16] The Spaceholders have

[16] *See also Nat'l Bd. of the YWCA v. YWCA*, 335 F. Supp. 615, 627 (D.S.C. 1971) ("Even though the defense of failure to join an indispensable party may be raised at any time in the proceedings, it may also be waived and a party with the necessary information to make a motion for joinder of an indispensable party cannot sit back and raise it at any point of his choosing.") (citing *Benger Labs*, 24 F.R.D. 450); *Gottlieb v. Vaicek*, 69 F.R.D. 672, 679 n.11 (N.D.

shown no justification for their delay in raising this defense until now, and to the extent they attempt to make such a showing in their reply brief, the Hearing Officer should disregard it. *Franklin Bldg. Supply Co. v. Hymas*, 157 Idaho 632, 640 (2014).[17]

Finally, because the Spaceholders argued to the contrary (and joined in the State's contrary argument), and prevailed in the district court, judicial estoppel bars them from taking the position that IDWR is not responsible for allocating storage water. *See Dodd v. Jones*, 566 P.3d 379, 2025 Ida. LEXIS 25 at *24-25 (Idaho 2025) (stating that judicial estoppel "precludes a party from gaining an advantage by taking one position, and then seeking a second advantage by taking an incompatible position," and "takes into account not only what a party states under oath in open court, but also what that party knew, or should have known, at the time the original position was adopted. Thus, the knowledge that the party possesses, or should have possessed, at the time the statement is made is determinative as to whether that person is 'playing fast and loose' with the court.") (citations omitted); *see also A & J Constr. Co. v. Wood*, 141 Idaho 682,

Ill. 1975) (explaining that, in *Benger Labs*, joinder was denied because "the party seeking joinder had delayed his motion for an excessive period, and thus lost his rights to obtain joinder through dalliance."); *H.L. Hayden Co. v. Siemens Med. Sys., Inc.*, 112 F.R.D. 417 (S.D.N.Y. 1986) ("[t]here is a point in the proceedings, however, when the benefit derived from such a joinder is outweighed by the effect of a postponement of a final decision in the matter at the eleventh hour.") (quoting *Benger Labs*, 24 F.R.D. at 452 n.2); *Dublin Transp., Inc. v. Goebel*, 727 N.E.2d 938, 942-43 (Ohio Ct. App. 1999) (affirming denial of motion to dismiss because "federal courts have denied timely objections when the movant's failure to assert the defense at an earlier time appears to have been unjustified," and the "only effect of [defendant's motion to dismiss] would be to protect himself and not those persons alleged to be necessary for just adjudication.") (citing *Benger Labs*, 24 F.R.D. at 452).

[17] "This Court will not consider arguments that were raised for the first time in an appellant's reply brief. That rule is justified, in part, by a concern that the respondent should have an opportunity in briefing to address arguments raised by the appellant. Similar concerns suggest that a district court has the discretion to disregard arguments raised for the first time in a reply memorandum. Where a movant raises an argument for the first time in a reply memorandum, the party opposing the motion has no opportunity to address the argument in writing. In addition, I.R.C.P. 7(b)(1) requires that a motion should 'state with particularity the grounds' on which the court should grant the motion. Where wholly new arguments in support of a motion are offered in a reply memorandum, the motion itself does not state with particularity the grounds for granting the motion. In such a case, the district court may exercise its discretion to disregard the arguments." (Citations omitted.)

687 (2005).[18] The doctrines of preclusion prohibit the Spaceholders from having it both ways and provide a basis for denying their motions.

III. The Spaceholders Rule 12(b)(7) Argument Fails on the Merits

If the Hearing Officer reaches the merits of the Spaceholders' *Motion to Dismiss* under Rule 12(b)(7), review requires what the Idaho Supreme Court has described as a "three-step process": (1) determine if the Bureau is a required party under Rule 19(a)(1)—if the determination is no, the review is complete, and the motion fails; (2) if the Bureau is a required party, then the Hearing Officer must determine if joinder of the Bureau is feasible—**if** feasible, then the Hearing Officer **must** join the Bureau under Rule 19(a)(2); and (3), if the Bureau is a required party and if joinder is **not** feasible, then the Hearing Officer must determine if the Bureau is indispensable under Rule 19(b)—only if the Bureau is found to be indispensable does the motion prevail and bar further proceedings. *See Monitor Fin.*, 164 Idaho at 562-63. Given this legal framework, Pocatello begins by demonstrating that the Bureau is <u>not</u> a required party.

a. <u>The Bureau is Not Required Because IDWR Can Grant Pocatello's Requested Relief in its Absence, and the Bureau Does Not Have an Interest that Would be Impaired or Would Subject Existing Parties to Inconsistent Obligations</u>

Under Rule 19, a party is "required" if: (A) in its absence, the decision-maker "cannot accord complete relief among existing parties"; or (B) the party "claims an interest relating to the subject of the action and is so situated that disposing of the action in [the party's] absence may (i) as a practical matter, impair or impede [its] ability to protect the interest; or (ii) leave an

[18] "[There are] three factors courts may consider when determining whether to apply the doctrine of judicial estoppel. First, courts may look at whether a party's later position is 'clearly inconsistent' with its prior position. Secondly, courts may look at whether the party succeeded in persuading the court to accept its prior position, so that acceptance of the later position would create 'the perception that either the first or the second court was misled.' Finally, courts may consider whether the party asserting the inconsistent position 'would derive an unfair advantage or impose an unfair detriment on the opposing party if not estopped.'" (citations omitted.)

existing party subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations because of the interest." Rule 19(a)(1). Neither circumstance is met here.

First, in the absence of the Bureau, IDWR can accord complete relief among existing parties. The district court considered this issue and found that WD01 allocates storage water, that the storage reports are actions of the Director, and that Pocatello has administrative remedies available. *Facial Order* at 19-20. The Spaceholders do not dispute that WD01 issued the 2023 Final Storage Report. Nor do the Spaceholders dispute that, as a general matter, IDWR is capable of ordering remedies if it determines that an action of the Director was erroneous. The Spaceholders seemingly only dispute that the 2023 Final Storage Report was an action of the Director.[19] Accordingly, the Hearing Officer must deny the Spaceholders' motion because, as found by the district court, the issues raised and relief sought by Pocatello related to the application of the LTF Rule can be fully adjudicated by IDWR.

Second, it is unclear what "interest" the Bureau would claim it has in this matter, and further, how the Bureau's absence would impair or impede its ability to protect said interest. *If* the Bureau's interest is to also seek a revision to the 2023 Final Storage Report, its window to do so closed last year, 15 days after it received notice of the storage report. I.C. § 42-1701A(3). Moreover, the Bureau's status as the "nominal legal title" holder of the water rights renders its interest immaterial. *United States v. Pioneer Irrigation Dist.*, 144 Idaho 106, 108 (2007).[20] Pocatello, as the holder of "equitable title" to 50,000 acre-feet of storage space in Palisades

[19] An issue that is *res judicata*, as described above.

[20] To the extent the Spaceholders suggest that the Bureau has an interest in this matter as a water right holder, and not as the decisionmaker when it comes to allocating storage water, we note that Spaceholders' counsel did not argue that the Bureau was a necessary party to another IDWR matter that implicated WD01's administration of the Bureau's water rights. *See In the Matter of the Petition Regarding Storage Reset in Water District 01 filed by Milner Irrigation District*, Docket No. P-WRA-2017-002, available at https://idwr.idaho.gov/legal-actions/administrative-actions/milner-petition/ (last visited May 21, 2025). We also note that the Bureau has not taken the opportunity to enter an appearance in this matter, to either contest or support the Spaceholders' positions.

Reservoir, is the real party in interest facing real-world consequences when WD01 erroneously allocates storage water by applying the LTF Rule. *Id.* Finally, regardless of the outcome of this matter, it is unclear how WD01 or the Spaceholders could be subject to "multiple, or otherwise inconsistent obligations" because of the Bureau's interest, and the Spaceholders have not shown how inconsistent obligations would arise if the Bureau were not joined. *See Sw. Ctr. for Biological Diversity v. Babbitt*, 150 F.3d 1152, 1154 (9th Cir. 1998) (rejecting the inconsistent-obligation arguments when parties failed to show "how such a conflict might actually arise" in the context of the suit).[21] To the extent the Spaceholders attempt to make this showing in their reply brief, the Hearing Officer should disregard it. *Franklin*, 157 Idaho at 640.

Accordingly, the Bureau is not a required party under Rule 19(a)(1).

b. If the Hearing Officer Determines the Bureau is Required, He Should Determine Joinder is Feasible and Issue an Order Joining the Bureau to the Matter

Joinder of the Bureau as a party to this matter is feasible under subsection (a)(2) of the McCarran Amendment. *See* 43 U.S.C. § 666. That statute provides, in relevant part:

> **(a) Joinder of United States as defendant; costs**
> Consent is given to join the United States as a defendant in any suit (1) for the adjudication of rights to the use of water of a river system or other source, or (2) for the administration of such rights, where it appears that the United States is the owner of or is in the process of acquiring water rights by appropriation under State law, by purchase, by exchange, or otherwise, and the United States is a necessary party to such suit. . . .

(Emphasis added.) The McCarran Amendment provides a waiver to the United States' sovereign immunity, so joinder of the Bureau to this matter is feasible under subsection (a)(2): the allocation of storage water, including the resolution of conflicts regarding the allocation of

[21] *See also Cachil Dehe Band of Wintun Indians v. California*, 547 F.3d 962, 976 (9th Cir. 2008) ("Inconsistent obligations occur when a party is unable to comply with one court's order without breaching another court's order concerning the same incident.") (citations omitted); *United States ex rel. Morongo Band of Mission Indians v. Rose*, 34 F.3d 901, 908 (9th Cir. 1994) (the risk of multiple or inconsistent obligations often arises when there is an "allocation of a limited fund to which absent parties are entitled.").

storage water, **is** the "administration" of the Bureau's water rights. *See S. Delta Water Agency v. United States, Dep't of Interior, Bureau of Reclamation*, 767 F.2d 531, 541 (9th Cir. 1985) (quoting *United States v. Hennen*, 300 F. Supp. 256, 263 (D. Nev. 1968)) ("To administer a decree is to execute it, to enforce its provisions, to resolve conflicts as to its meaning, to construe and to interpret its language.") (emphasis added). "In short, a suit for the 'administration' of water rights could be virtually any action concerning the status of those rights as they had been previously adjudicated." *Fed. Youth Ctr. v. Dist. Court of Cty. of Jefferson*, 575 P.2d 395, 398 (Colo. 1978) ("The ultimate question, then, is whether an action to quiet title to previously adjudicated water rights is a proceeding 'administering' those rights, within the purview of § 666(a)(2). We hold that it is.") (citing *Hennen*, 300 F. Supp. at 263).

When WD01 issues final storage reports, it executes Condition No. 2 of the Bureau's Partial Decree. When IDWR conducts a hearing, it resolves conflicts pertaining to the execution of the Partial Decree. Thus, this matter is squarely a "suit . . . for the administration of [the Bureau's] rights, where . . . the United States is the owner of . . . water rights by appropriation under State law." U.S.C. § 666(a); *United States v. Or., Water Res. Dep't*, 44 F.3d 758, 765 (9th Cir. 1994) ("That an administrative agency, magistrate, referee or special master should 'pave the way for an adjudication by the court' does not make the label 'suit' inappropriate.").

Accordingly, the Hearing Officer should determine the Bureau is a required party under Rule 19(a)(1), and issue an order, pursuant to Rule 19(a)(2) and Procedural Rule 710, joining the Bureau as a party to this matter.

c. If the Hearing Officer Determines the Bureau is Required and Joinder is not Feasible, He Should Determine that the Bureau is Not Indispensable, and that the Matter May Proceed

The Hearing Officer may still allow the matter to proceed, in equity and good conscience, even if he determines the Bureau is a required party that cannot be joined, after weighing (i) the extent to which a judgment would prejudice the existing parties or the Bureau; (ii) the extent to which such prejudice could be minimized by taking certain measures when crafting the judgment; (iii) whether a judgment would be adequate; or (iv) if Pocatello would have an adequate remedy if the matter were dismissed for nonjoinder. Rule 19(b).

For the first factor, as discussed in the Rule 19(a) analysis above, at best, there would be no prejudice to existing parties or the Bureau if the Bureau remained absent, and at worst, any prejudice would be immaterial, since the Bureau is merely the "nominal legal title" holder of Water Right No. 01-2068. *See Am. Greyhound Racing, Inc. v. Hull*, 305 F.3d 1015, 1025 (9th Cir. 2002) (Prejudice in the Rule 19(b) analysis "largely duplicates the consideration that made a party necessary under Rule 19(a)."). Pocatello, not the Bureau, holds "equitable title" to beneficially use its 50,000 acre-feet of storage water; Pocatello, not the Bureau, is the entity that is impaired by unlawful application of the LTF Rule. Any final order on the substance of Pocatello's claims in this case can (and should) respond to the as-applied impact to Pocatello as a contract holder—the Bureau need not be involved. Moreover, as discussed *supra*, a judgment in the Bureau's absence would be adequate because it could still fully resolve the issues Pocatello has raised. And finally, Pocatello would have no other adequate remedy if the matter were dismissed, as this is Pocatello's only opportunity to contest the 2023 Final Storage Report and exhaust administrative remedies, as the window to request a hearing regarding the agency's action issuing 2023 Final Storage Report has now closed under I.C. section 42-1701A(3). *See Kescoli v. Babbitt*, 101 F.3d 1304, 1311 (9th Cir. 1996) ("If no alternative forum exists, the district court should be 'extra cautious' before dismissing an action.") (citations omitted).

Taken together, these factors weigh heavily in favor of Pocatello. Even if the Bureau were a required party and could not be joined, the Bureau is not an indispensable party, therefore the matter may proceed even in its absence.

IV. The Spaceholders' Rule 12(b)(6) Argument Fails on the Merits

Again, the Spaceholders' two motions are grounded in the same argument—the Bureau allocates storage water to contract holders. Their Rule 12(b)(6) motion differs, however, insofar as it can be decided separately from the Rule 12(b)(7) motion. However, as argued below, the Rule 12(b)(6) motion should be denied because Pocatello stated a valid claim in its request for a hearing for which IDWR can grant relief.

a. The 2023 Final Storage Report was an Action of the Director and IDWR Is Capable of Remedying its Errors

Under Rule 12(b)(6), all facts are construed in favor of the non-moving party, *see Young*, 137 Idaho at 104,[22] and where, as here, the movant fails to substantiate allegations with sworn testimony or authenticated documentary evidence, there is no basis for the Hearing Officer to grant the motion. The Spaceholders' core argument is defective because it relies on unsubstantiated factual assertions. *See, e.g., Motion to Dismiss* at 13-14 (the paragraph spanning these pages contains zero citations, which is a common occurrence throughout the brief).[23]

[22] "[T]he standard for reviewing a 12(b)(6) motion is the same as that applicable to motions for summary judgment. . . . insofar as **the non-moving party is entitled to have all inferences from the record viewed in his favor**. However, once such inferences are drawn, the motions are treated differently. **A 12(b)(6) motion looks only at the pleadings to determine whether a claim for relief has been stated.** A motion for summary judgment looks to the evidence to see if there are any issues of material fact and whether the moving party is entitled to a judgment as a matter of law." (Emphasis added.)

[23] In this paragraph, the Spaceholders argue that "The parties named by the City in the initial *Petition* requesting a hearing were IDWR and the WD01 watermaster. Neither party is ultimately responsible for the allocation of storage water in Palisades Reservoir and thus neither is capable of affording the relief requested by the City, i.e. a change in the 2023 storage allocation. . . . The watermaster is secondary to the party actually in charge of allocating the Palisades storage water—the Bureau of Reclamation. . . . It is inappropriate for the City to ask IDWR and WD01 to remedy the application of the Rental Pool Procedures and related issues, because it was not their decision to allocate the storage water to the City in that manner. . . . Reclamation has accepted the Rental Pool and Last-to-Fill

Moreover, the very source on which the Spaceholders rely to substantiate the assertion that "[u]ltimately, Reclamation is the owner and decisionmaker regarding the storage contracts and management" (*see id.* at 14, citing "WD01 Concepts", aka "Water Accounting Manual"),confirms that it is WD01, not the Bureau, that actually applies the LTF Rule, sets spaceholder allocations, and issues final storage reports. *See* Water Accounting Manual[24] at 13,[25] 85,[26] 87,[27] 133,[28] 141,[29] 148[30]; *see also* 2023 Rental Pool Procedures[31] at 8,[32] 14.[33] Moreover, this is confirmed by the district court's *Facial Order,* which correctly found that WD01 issues final storage reports and the allocation of storage water therein is an action of the Director. *Facial Order* at 19-20. IDWR's authority to take these actions was among the bases for the district court's order—the very order that bars the Spaceholders from arguing, and the

Procedures but is ultimately in charge of the actual allocation of the storage water to the various spaceholders, including the City."

[24] Attached as Ex. 3 to *Netter Decl.*

[25] Defining an annual "storage report" as "the computer program used for distributing storage available to reservoir and surface diversion accounts with adjustments for reservoir evaporation, diverted storage, storage rentals, and other storage transactions, also used to compute storage carryover for each diversion or spaceholder at the end of the irrigation year.,"

[26] "Water District #1 has been calculating the storage distribution to spaceholders . . . . The Watermaster has not historically issued storage allocations to spaceholders prior to the *Day of Allocation* . . ."

[27] "However, when the *Day of Allocation* arrives towards the start of the irrigation season, evaporation losses that will occur for the remainder of the irrigation year have not yet been calculated and must be estimated by the Watermaster before he can publish storage allocations to spaceholders."

[28] "As a result, the Committee of Nine reversed their earlier decision, and directed the Watermaster to compute the *impacts* to spaceholders whose 2005 storage allocations were impacted by the rental of the 50,000 acre-feet and to pay those impacted spaceholders all the proceeds collected for the 50,000 acre-feet of rental."

[29] "The priority for the space in RENTAL LTF in the water right accounting is simply changed from the original reservoir priority to a junior priority so fill in RENTAL LTF space follows the fill of other (non-*last-to-fill*) spaceholders."

[30] Explaining that WD01 usually completes the process of preparing final storage reports by early March.

[31] Attached as Ex. 2 to *Netter Decl.*

[32] "The Watermaster shall serve as the manager of the rental pool and shall administer the rental pool consistent with these procedures . . ."

[33] "In any year in which the storage rights in the reservoir system do not fill, the Watermaster will determine the actual computed impacts to spaceholders, if any, associated with the prior year's rentals and leases. In making this determination, the Watermaster will use a procedure which identifies the following . . ."

Hearing Officer from finding, to the contrary. It is precisely those actions that aggrieved Pocatello and for which IDWR is capable of granting Pocatello's requested relief.

Undeterred by the district court's findings, their prior legal positions, and unacknowledged statements contrary to their newly minted positions within the materials they rely upon, the Spaceholders argue that *even if* IDWR has actually allocated storage water historically, that is not how it should be allocated. They argue that WD01 lacks authority to allocate storage water, and IDWR lacks authority to remedy any erroneous allocations, because such actions are the Bureau's responsibility. *See Motion to Dismiss* at 5, 14 (quoting Condition No. 2 to the Partial Decree).[34] As a threshold matter, it isn't clear that the Spaceholders have standing to assert this argument—it is peculiarly within the arguments the Bureau might raise, were it interested in this matter.

Effectively, the Spaceholders argue that, when it comes to operating an IWRB-sanctioned[35] Rental Pool, staffed by IDWR professionals, WD01 is vested merely with the *appearance* of power without any accompanying responsibility. *See id.* at 13-14. Stated differently, the WD01 Rental Pool is a façade—WD01 publishes procedures and reports that appear enforceable, but in reality, they are meaningless if the Bureau chooses not to adopt them. *Id.* This makes a mockery of the arguments raised by the State and the Spaceholders in the district court—where the WD01 Rental Pool and associated accoutrements of state water

[34] Condition No. 2 provides, in relevant part: "The allocation of storage to federal contractors and the location of that storage, including carryover storage, in the reservoir system shall be determined by the United States Bureau of Reclamation pursuant to federal reclamation law and contracts entered into between the United States and federal contractors. The Water District 01 Watermaster (as supervised by the Director of the Department of Water Resources) shall distribute the stored water in accordance with allocation instructions from the United States Bureau of Reclamation."

[35] *See* I.C. § 42-1765; IDAPA 37.02.03.040. The IWRB resolution approving WD01's 2023 Rental Pool Procedures, Resolution No. 14-2023, is located on p. 34 of the meeting materials that are available at https://idwr.idaho.gov/wp-content/uploads/sites/2/iwrb/2023/Board-Meeting-3-23-RESOLUTIONS.pdf (last visited May 13, 2025).

administration were characterized as the foundation upon which all water administration rests in Idaho, and without which, all would fail. *See, e.g., Spaceholders' Resp.* at 13 ("Pocatello's lawsuit and present motion seeks to undo the very mechanism that facilitates the Agreement's flow augmentation program through its challenge to the Water District 01 Rental Pool Procedures."); *id.* at 15 ("Declaring the Water District 01 Rental Pool Procedures invalid could jeopardize the existing biological opinions and the concurrent ESA protection those opinions provide to all spaceholders in Water District 01.").

Boiling it down, the Spaceholders argue that WD01 can manage the Rental Pool on its terms—it can create subcommittees, adopt procedures, process lease applications, track usage, issue storage reports, impose, raise and collect fees for any manner of administrative activity—and yet, when a spaceholder is aggrieved by a storage water allocation, WD01 can disclaim liability, discount the import of its processes, and tell him to take it up with the Bureau. This argument sounds inequitable—because it is—and it also wades into dangerous waters. The argument, if adopted by the Hearing Officer, invites the federal government to take the reins from local interests when it comes to storage water management, which would be a sea change in the paradigm in eastern Idaho. If the federal government takes up that invitation, it would alter the relationship between the two entities and upend the framework that has been in place for over a century. *See* Water Accounting Manual at 15 (describing the establishment of WD01 in 1919); *see generally* Op. Idaho Att'y Gen. No. 91-7 (1991) (describing the role of the Committee of Nine since 1919); MSJ Memo at 5-6 (describing WD01's management of the Rental Pool since at least 1960).[36] The Spaceholders argument suggests: it is the Bureau's "voluntary choice to

[36] The Hearing Officer should rightfully be wary of entering an order that explicitly cedes power to the federal government with respect to managing storage water in eastern Idaho. *See, e.g.*, Ian James, *Water officials knew that opening dams to meet Trump's wishes was ill-advised. Here's why it happened anyway*, L.A. TIMES (Mar. 13, 2025), https://www.latimes.com/environment/story/2025-03-13/trump-army-corps-dam-water-dumped (discussing

follow the [WD01 Rental Pool Procedures]," *Motion to Dismiss* at 11, and the Bureau "makes the ultimate allocation decision[.]" *Id.* at 15. Accordingly, the Bureau could wholly disregard WD01 and the Spaceholders who raise these arguments and allocate storage water to contract holders as it sees fit, subject, of course, to "federal reclamation law and contracts entered into between the United States and federal contractors." Partial Decree at 2.

If the Hearing Officer determines, after construing the language in the Partial Decree, that only the Bureau has the authority to allocate storage water, then he should declare the 2023 Final Storage Report void, as it would mean WD01 committed an *ultra vires* act. See *Burnside v. Gate City Steel Corp.*, 112 Idaho 1040, 1047 (1987) ("it is axiomatic, under the principles of administrative law, that an agency cannot act *ultra vires*"); *Davis v. Hammack Mgmt.*, 161 Idaho 791,796 (2017) ("Orders by an administrative agency which authorize something prohibited by the statute are not merely erroneous, but are void.") (citations omitted). Conversely, if he determines that WD01 has the authority to allocate storage water, then the Hearing Officer must deny the Spaceholders' Rule 12(b)(6) motion, as it would mean that WD01's issuance of the 2023 Final Storage Report was valid and that IDWR can accord Pocatello relief.

In sum, that WD01 allocates storage water to contract holders is not only *res judicata*, it is confirmed in WD01's records. It is fact. Accordingly, IDWR is capable of granting Pocatello's relief and remedying the errors in the 2023 Final Storage Report. If, however, the Hearing Officer entertains the Spaceholders' argument that the Partial Decree requires a contrary finding, then longstanding storage water management practices in eastern Idaho will be at risk.

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the federal government's erroneous releases of water from California reservoirs over the opposition of local interests). The Spaceholders' position ceding state authority to the federal government is likely music to the ears of all federal interests which can use it to improve their positions in any number of water-related negotiations between the State of Idaho and federal interests (consider, for example, the Nez Perce Agreement, which is set to expire in 2034).

V. The Spaceholders' Equitable Arguments Similarly Fail

In addition to arguing that the contested case should be dismissed under Rule 12(b)(6) because the Bureau allocates storage water, the Spaceholders also raise equitable arguments as to why IDWR is incapable of granting Pocatello's requested relief. Pocatello addresses these below.

a. The Issues in this Matter are not Moot

The Spaceholders argue that the case is moot because "[i]t is now 2025 and the City is arguing over the storage allocation from 2023, nearly two years ago," that "attempting to go back and reallocate storage from 2023 is a fruitless and wasteful exercise," that "[d]ecisions have been made based upon those allocations that cannot be undone at this point," and that "the parties have moved on." *Motion to Dismiss* at 18. These do not pass muster.

First, it is inaccurate that Pocatello is litigating a nearly two-year old issue—WD01's issuance of the 2023 Final Storage Report, and Pocatello's actual notice thereof, occurred just over one year ago, in April 2024. *See* 2023 Final Storage Report[37] at 1; *City of Pocatello's Petition Requesting a Hearing on WD01's 2023 Storage Report* ("*Petition*") at 1. Second, WD01 already showed that it can and will revise final storage reports—following the filing of the *Petition*, WD01 issued a revised 2023 Final Storage Report dated May 22, 2024, so re-revising the report to correct Pocatello's allocation would not be "fruitless and wasteful." *See Netter Decl*. at ¶ 11; *MSJ Memo* at 7 n.16. To the extent any parties made decisions in 2024 that affect their storage account balances, and would now be left in the lurch if WD01 corrects Pocatello's 2023 allocation, they did so while knowing that Pocatello's contest of the 2023 Final Storage Report was pending. Further, Pocatello has not "moved on," and seeks prospective

[37] Attached as Ex. 1 to *Netter Decl.*

relief in addition to retroactive relief, so even if Pocatello's 2023 allocation becomes a moot issue, there is another issue that remains live. *MSJ* at 3.

That the Spaceholders object to WD01 correcting its erroneous allocation of storage water to Pocatello in 2023—because it means some amount of storage may be reallocated from their account to Pocatello's account—does not mean that the case is moot. Far from it, *both* issues remain live, so the Hearing Officer should reject this argument.

b. Pocatello has not Waived its Right to Contest the 2023 Final Storage Report

The Spaceholders' final argument is that Pocatello has waived its right to challenge the 2023 Final Storage Report because Pocatello "voluntarily chose to participate in the 2024 Rental Pool" and "intentionally opted into [the Rental Pool] in 2023 and again in 2024." *Motion to Dismiss* at 18, 20. This argument also misses the mark.

The only reason that Pocatello has participated, and continues to participate, in the WD01 Rental Pool is because Pocatello has no other option to rent its storage water in Palisades Reservoir. The 2023 Rental Pool Procedures prohibit spaceholders from renting their storage water outside the confines of the WD01 Rental Pool. *See* 2023 Rental Pool Procedures at 13 ("6.1 **General**. All leases must be transacted through the rental pool. Only participants may lease storage to a Lessee subject to the provisions of these procedures, and non-participating spaceholders may not lease storage from participants"). Procedure 6.1 is identical in the 2025 Rental Pool Procedures.[38]

Thus, because it is the only mechanism by which Pocatello's leases can be approved and its storage water can be physically delivered to the appropriate lessee, Pocatello *in*voluntarily

[38] Available at https://www.waterdistrict1.com/media/rnjcj430/2025-approved-rental-pool-procedures.pdf (last visited May 13, 2025).

participates in the WD01 Rental Pool. Even if Pocatello's participation were voluntary, Pocatello reserves—and does not waive—its right to challenge any invalid provisions in the Rental Pool Procedures (e.g., Procedure 7.3, a/k/a the LTF Rule). The Idaho Supreme Court has stated:

> The doctrine of waiver is an equitable one, based upon fairness and justice. Waiver is a voluntary, intentional relinquishment of a known right or advantage. The party asserting waiver must have acted in reliance upon the waiver and altered the party's position. In general, [w]aiver will not be inferred from the parties' conduct absent a clear and unequivocal act manifesting an intent to waive, or from conduct amounting to estoppel.
>
> The existence of waiver ordinarily is a question of fact and is foremost a question of intent. In order to establish waiver the intention to waive must clearly appear, although it may be established by conduct.

Bronco Elite Arts & Ath., LLC v. 106 Garden City, LLC, 172 Idaho 506, 518-19 (2023) (citations and quotations omitted); *see also Stewart v. Bennett*, 727 N.W.2d 424, 428 (Neb. 2007) ("[i]t is axiomatic that a party cannot waive the invalidity of a contractual provision by entering into a contract containing such a provision.").

Pocatello has taken no action evincing an intent to waive its right to contest the 2023 Final Storage Report. Rather, since filing suit in the district court in March 2023, Pocatello has stayed the course set by the district court to obtain relief from WD01's erroneous application of the LTF Rule against Pocatello. *See Facial Order* at 20. Further, the Spaceholders, as the parties asserting waiver, cannot demonstrate that they have altered their positions in reliance upon Pocatello's conduct, because they have not.

In sum, Pocatello participated in the Rental Pool in 2023 and 2024 because it was and remains the only mechanism available for Pocatello to lease its storage water, which it is authorized to do under its contract with the Bureau. *See MSJ Memo* at 15. The Spaceholders fail to show that Pocatello has waived its right to contest the 2023 Final Storage Report.

CONCLUSION

With respect to the Rule 12(b)(7) motion, Pocatello requests that the Hearing Officer determine that the Bureau is not a required party and deny the motion in its entirety. Alternatively, if the Hearing Officer determines that the Bureau is a required party, Pocatello requests that the Hearing Officer determine joinder is feasible and issue an order, pursuant to Procedural Rule 710 and Rule 19(a)(2), joining the Bureau as a party to this matter. Conversely, if the Hearing Officer determines the Bureau is a required party and joinder is not feasible, Pocatello requests that the Hearing Officer determine the Bureau is not an indispensable party, and allow the matter to proceed.

With respect to the Rule 12(b)(6) motion, Pocatello requests that the Hearing Officer deny the motion in its entirety.

Respectfully submitted this 29th of May 2025.

SOMACH SIMMONS & DUNN, P.C.

Sarah A. Klahn, ISB #7928
Maximilian C. Bricker, ISB #12283
Attorneys for Petitioner City of Pocatello

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of May 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

IDAHO DEPARTMENT OF WATER RESOURCES Hearing Officer James Cefalo Hearing Assistant Christina Henman james.cefalo@idwr.idaho.gov christina.henman@idwr.idaho.gov file@idwr.idaho.gov
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RECEIVED
May 29, 2025
DEPARTMENT OF
WATER RESOURCES

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BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**DECLARATION OF MAXIMILIAN C. BRICKER IN SUPPORT OF CITY OF POCATELLO'S RESPONSE BRIEF TO SPACEHOLDERS' MOTION TO DISMISS**

I, MAXIMILIAN C. BRICKER, hereby declare and state as follows:

1. I am an attorney of record for the City of Pocatello in the above-captioned matter.

2. I am over the age of 18, and I make this declaration based upon my own personal knowledge.

3. Attached hereto as Exhibit 1 is a true and correct copy of *State of Idaho's Memorandum in Support of Cross-Motion for Summary Judgment and Response to Plaintiff's Motion for Partial Summary Judgment*, Case No. CV42-23-1668 (Twin Falls Cnty. Dist. Ct., Fifth Jud. Dist., Nov. 2, 2023).

4. Attached hereto as Exhibit 2 is a true and correct copy of *Notice of Joinder in Defendants' Cross Motion for Summary Judgment*, Case No. CV42-23-1668 (Twin Falls Cnty. Dist. Ct., Fifth Jud. Dist., Nov. 8, 2023).

5. Attached hereto as Exhibit 3 is a true and correct copy of *Intervenor Spaceholders' Response in Opposition to Plaintiff's Motion for Partial Summary Judgment*, Case No. CV42-23-1668 (Twin Falls Cnty. Dist. Ct., Fifth Jud. Dist., Nov. 16, 2023).

I declare under penalty of perjury under the laws of the State of Idaho that the foregoing is true and correct.

DATED this 29th day of May 2025.

/s Maximilian C. Bricker
Maximilian C. Bricker

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of May 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

IDAHO DEPARTMENT OF WATER RESOURCES Hearing Officer James Cefalo Hearing Assistant Christina Henman james.cefalo@idwr.idaho.gov christina.henman@idwr.idaho.gov file@idwr.idaho.gov
WATER DISTRICT 01 Craig Chandler Craig.chandler@idwr.idaho.gov
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Exhibit 1

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Fifth Judicial District, Twin Falls County
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By: Amy Israel, Deputy Clerk

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Attorneys for Defendants Idaho Water Resource Board, Idaho Department of Water Resources, Mathew Weaver in his official capacity as the Director of the Idaho Department of Water Resources, and Tony Olenichak in his capacity as Water District 01 Watermaster.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

CITY OF POCATELLO,

Plaintiff,

vs.

IDAHO WATER RESOURCES BOARD, IDAHO DEPARTMENT OF WATER RESOURCES, MATHEW WEAVER, in his capacity as Director of the Idaho Department of Water Resources, and TONY OLENICHAK, in his capacity as Water District 01 Watermaster,

Defendants,

Case No. CV42-23-1668

STATE OF IDAHO'S MEMORANUDUM IN SUPPORT OF CROSS-MOTION FOR SUMMARY JUDGMENT AND RESPONSE TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT

and

CITY OF BLISS, CITY OF BURLEY, CITY OF CAREY, CITY OF DECLO, CITY OF DIETRICH, CITY OF GOODING, CITY OF HAZELTON, CITY OF HEYBURN, CITY OF JEROME, CITY OF PAUL, CITY OF RICHFIELD, CITY OF RUPERT, CITY OF SHOSHONE, and CITY OF WENDELL, BURLEY IRRIGATION DISTRICT, FREMONT-MADISON IRRIGATION DISTRICT, and IDAHO IRRIGATION DISTRICT,

Intervenors.

INTRODUCTION

Defendants Idaho Water Resource Board ("IWRB"), Idaho Department of Water Resources ("IDWR"), Mathew Weaver in his official capacity as the Director of the Idaho Department of Water Resources ("Director"), and Tony Olenichak in his capacity as Water District 01 Watermaster (collectively the "State of Idaho"), by and through their attorneys of record, pursuant Idaho Rule of Civil Procedure ("I.R.C.P") 56, hereby submits this memorandum in support of the *State of Idaho's Cross-Motion for Partial Summary Judgment and Response to Plaintiff's Motion for Partial Summary Judgment*, *Affidavit of Anthony S. Olenichak in Support of State of Idaho's Cross-Motion for Partial Summary Judgment and Response to Plaintiff's Motion for Partial Summary Judgment*, and *Affidavit of Ann N. Yribar in Support of State of Idaho's Cross-Motion for Partial Summary Judgment and Response to Plaintiff's Motion for Partial Summary Judgment* filed concurrently herewith. As a matter of law, the Water District 01 Rental Pool Procedures are not "rules" as defined by the Idaho Administrative Procedures Act ("Idaho APA") 67-5201–5292. The City of Pocatello ("City") has failed to exhaust its administrative remedies and is barred from bringing this action under I.R.C.P. 84(n). The City's

arguments that the Water District 01 Rental Pool Procedures are facially unconstitutional and affect a physical taking of the City's property are without merit.

STANDARD OF REVIEW

The "purpose of summary judgment proceedings is to eliminate the necessity of trial where facts are not in dispute and where existent and undisputed facts lead to a conclusion of law which is certain." *Berg v. Fairman*, 107 Idaho 441, 444, 690 P.2d 896 (1984). Summary judgment should be granted if the document, affidavits, admissions, interrogatory answers, and other materials show that there are no genuine issues as to any material facts and the moving party is entitled to judgment as a matter of law. I.R.C.P. 56; *Olsen v. J.A. Freeman Co.*, 117 Idaho 706, 720, 791 P.2d 1285, 1299 (1990). The burden is on the moving party to prove the absence of genuine issues of material fact. *Petricevich v. Salmon River Canal Co.*, 92 Idaho 865, 452 P.2d 362 (1960). In turn, the non-moving party's case must be based on more than speculation, and a mere scintilla of evidence is not enough to create a genuine issue of material fact. *R.G. Nelson, A.I.A. v. Steer*, 118 Idaho 409, 410, 797 P.2d 117, 118 (1990).

On a motion for summary judgment, the facts in the record are to be liberally construed in favor or the party opposing the motion. *Bonz v. Sudweeks*, 119 Idaho 539, 808 P.2d 876 (1991). Where the opposing parties file cross motions for summary judgment based on the same evidentiary facts, and the same theories and issues, the parties effectively stipulate that there is no genuine issue of material facts. *Riverside Dev. Co. v. Ritchie,* 103 Idaho 515, 650 P.2d 657 (1982).

STATEMENT OF UNDISPUTED FACTS

1. The Water Supply Bank Rules Set Forth Criteria that are Interpreted by the Rental Pool Procedures.

Idaho Code Section 42-1761 directs the IWRB to operate a water supply bank "to obtain the highest duty for beneficial use from water, provide a source of adequate water supplies to benefit new and supplemental uses, and provide a source of funding for improving water user facilities and efficiencies." The legislature directed the IWRB to "adopt rules and regulations governing the management, control, delivery and use and distribution of water to and from the water supply bank in compliance with chapter 52, title 67, Idaho Code." I.C. § 42-1762(1). The IWRB promulgated the Water Supply Bank Rules in IDAPA 37.02.03. The validity of the Water Supply Bank rules found in IDAPA 37.02.03 is not at issue in this matter.

The Water Supply Bank is a "water exchange market operated directly by the [IWRB] to facilitate the marketing of water rights." IDAPA 37.02.03.010.12.[1] The Water Supply Bank is divided into two parts, the "Board's Water Supply Bank," which facilitates the lease and rental of natural flow water rights, IDAPA 37.02.03.010.02, and the "Rental Pool" which is a "market for exchange of stored water operated by a local committee." IDAPA 37.02.03.010.09. Rentals of water from the Board's Water Supply Bank must be approved by the Director of IDWR under I.C. § 42-1763. The Director must determine, among other things, that a water supply bank transaction will not "reduce the quantity of water available under other existing water rights" and will not enlarge the use "beyond that authorized under the water right." I.C. § 42-1763.

[1] The Water Supply Bank Rules also provide: "The adoption of these rules is not intended to prevent any person from directly selling or leasing water by transactions outside the purview of the Water Supply Bank Rules where such transactions are otherwise allowed by law." IDAPA 37.02.03.001.02.

For the rental of stored water, the IWRB "may appoint local committees . . . to facilitate the rental of stored water." I.C. § 42-1765. Local rental pool committees may be "water district advisory committees." *Id.; see also* I.C. § 42-605(6). The local rental pool committee "shall have the authority to market stored water ***between consenting owners and consenting renters under rules and regulations adopted by the [IWRB]***." *Id.* (emphasis added). The Water Supply Bank Rules provide that the local rental pool procedures:

> [M]ust be approved by the Board and must provide for the following:
>
> a. Determination of priority among competing applicants to lease stored water to the rental pool and to rent stored water from the rental pool;
> b. Determination of the reimbursement schedule for those leasing stored water into the rental pool;
> c. Determination of the rental price charge to those renting stored water from the rental pool;
> d. Determination of administrative charge to be assessed by the local committee;
> e. Allocation of stored water leased to the bank but not rented;
> f. Notification of the Department and the watermaster of any rentals where stored water will be moved from the place of use authorized by the permit, license, or decree establishing the stored water right;
> g. Submittal of applications to rent water from the rental pool for more than five (5) years to the Board for review and approval as a condition of approval by the local committee;
> h. Prevention of injury to other water rights;
> i. Protection of the local public interest, except for applications submitted pursuant to the interim authority provided by Section 42-1763A, Idaho Code;
> j. Consistency with the conservation of water resources within the state of Idaho, except for applications submitted pursuant to the interim authority provided by Section 42-1763A, Idaho Code;
> k. Management of rental pool funds as public funds pursuant to the Public Depository Law, Chapter 1, Title 57, Idaho Code.

IDAPA 37.02.03.040.01.a–k.

Four local rental pools committees have been appointed, one each for Basins 01, 63, 65, and 65K. *Affidavit of Ann N. Yribar in Support of State of Idaho's Cross-Motion for Partial Summary Judgment and Response to Plaintiff's Motion for Partial Summary Judgment* ("*Yribar Aff.*") at ¶ 3. When developing their rental pool procedures, each local rental pool committee must comply with the criteria set forth in IDAPA 37.02.03.040.01.a–k. But within that criteria, each local committee may recommend rental pool procedures that respond to the specific and unique needs of each basins. *Yribar Aff.* at ¶ 4.

The current local rental pool committee for Water District 01 is the Committee of Nine, an advisory committee to Water District 01 appointed under I.C. § 42-605(6). *Yribar Aff.* at ¶ 5. A subcommittee of the Committee of Nine creates an initial draft of the Water District 01 Rental Pool Procedures. *Yribar Aff.* at ¶ 6. The subcommittee presents the draft to the whole Committee of Nine, which then presents the proposed procedures at the Water District 01 annual meeting. *Yribar Aff.* at ¶ 7–8. The rental pool procedures are adopted by the Water District and then presented to the Director of IDWR. *Yribar Aff.* at ¶ 9–10. The Director of IDWR reviews the procedures, as required by IDAPA 37.02.03.040.03, and makes his recommendation to the IWRB at an IWRB public meeting. *Yribar Aff.* at ¶ 11. After reviewing the procedures for compliance with the IDAPA 37.02.03.040.01.a–k. criteria, and making any edits it deems necessary, the IWRB adopts the procedures by resolution. *Yribar Aff.* at ¶ 12.

2. <u>Participation in the Water District 01 Rental Pool Procedures is Voluntary</u>

The primary purpose of the Water District 01 Rental Pool Procedures is to "provide supplemental irrigation water to spaceholders for the irrigation of District land with an existing primary irrigation water right and to maintain a rental pool with sufficient incentives such that

spaceholders supply, ***on a voluntary basis***, an adequate quantity of storage for rental or lease . . .." *Yribar Aff.* at ¶ 15 Exhibit 1, Procedure 3.1(emphasis added).[2] Participation in the rental pool is not mandatory. Participation in the rental pool is voluntary. *Affidavit of Anthony S. Olenichak in Support of State of Idaho's Cross-Motion for Partial Summary Judgment and Response to Plaintiff's Motion for Partial Summary Judgment* ("*Olenichak Aff.*) at ¶ 5. A "participant" is "a spaceholder who contributes to the Common Pool pursuant to Procedure 5.2 [Participant Contributions to Common Pool]." Procedure 2.29. Non-participants in the rental pool are spaceholders "who are not participants" and who are not "entitled to supply storage to, or rent storage from, the common pool." Procedure 5.2.102. The procedures seek to ensure that at least 75% of contracted reservoir system space is committed to supplying the Common Pool by participating spaceholders. Procedure 5.2.101, *Olenichak Aff.* at ¶ 7. A higher percentage of participants lessens the burden on any one spaceholder of having to provide water to the rental pool and ensures there is a sufficient market of water made available for other uses. *Olenichak Aff.* at ¶ 8. In 2022–2023, two spaceholders in Water District 01 elected to be non-participants in the rental pool. *Olenichak Aff.* at ¶ 10. A non-participant spaceholder's storage is allocated in-priority and without reference to the rental pool procedures. *Olenichak Aff.* at ¶ 6.

Participant contributions to the Common Pool are used to supply large rentals, small rentals, Blackfoot Equitable Adjustment Settlement Agreement water, 2015 Shoshone-Bannock Settlement Agreement water, and flow augmentation under the Snake River Water Rights Agreement of 2004 ("Nez Perce Agreement"). Procedure 5.2.103–105. Participants may also

[2] Citations to the Water District 1 2023 Rental Pool Procedures found in *Yribar Aff.* at ¶ 15 Exhibit 1 will be "Procedure [#]".

elect to provide additional storage water through private leases, Procedure 6.0, to the Supplemental Pool, Procedure 8.0, to the Assignment Pool, Procedure 10.0, and to the Extraordinary Circumstances Pool, Procedure 11.0. Just as with the Common Pool, participation in any of these pools is voluntary.[3]

Participants in the Water District 01 rental pool receive benefits for participating. The rental pool provides a less procedurally-burdensome alternative to a water right transfer proceeding, under I.C. § 42-222, for changing the purpose of use or place of use of storage water. I.C. § 42-1764(1) ("The approval of a rental of water from the water supply bank may be a substitute for the transfer proceeding requirements of section 42-222, Idaho Code."); *see also Olenichak Aff.* at ¶ 16.a, 24. Participants received monetary benefits for renting their storage water. *See* Procedure 5.2.107, 5.3, 6.3, 8.3, 10.711.3, *Olenichak Aff.* at ¶ 18.a–s, ¶ 20.a–p. Participation also creates an opportunity to obtain additional storage supplies when participants have exhausted their own storage allocations. *Olenichak Aff.* at ¶ 16.d.

Participants contributions also ensure an adequate water supply to meet the terms of certain settlement agreements, including the Nez Perce Agreement which provides protection to Water District 01 water users from federal Endangered Species Act issues by providing water from the Snake River basin to augment lower Snake River flows for anadromous fish. I.C. § 42-1763B, *Olenichak Aff.* at ¶ 16.c.

[3] "Any spaceholder ***may*** . . ***elect*** to contribute storage to the current year's common pool . . .." Procedure 5.2.101. Purpose of the supplemental pool is "To provide a ***voluntary mechanism*** for the lease for storage water to a participant below Milner . . .." Procedure 8.1 (emphasis added). Purpose of the assignment pools is "To provide a ***voluntary mechanism*** for participating spaceholders to assign a portion of their storage allocation to be made available for flow augmentation rentals below Milner . . .." Procedure 10.1. Spaceholders have "an ***opportunity to consign*** storage through the extraordinary circumstances pool." Procedure 11.4.101. (emphasis added).

3. **The Last to Fill Procedures Protect Non-Participants and Junior-Participating Spaceholders.**

The Water Supply Bank Rules require local rental pool procedures to include provisions that ensure "[p]revention of injury to other water rights." IDAPA 37.02.03.040.01.h. The Water District 01 Rental Pool Procedures interpret this requirement by including "adequate controls, priorities, and safeguards to insure [sic] that existing water rights are not injured and that a spaceholder's allocation is not impacted without his or her consent." Procedure 3.1. To ensure existing water rights and storage spaceholders are not injured, the Water District 01 Rental Pool Procedures provide for protection of both non-participating spaceholders and participating spaceholders through what are known as the "Last to Fill" procedures[4]:

> ***To avoid impacts to spaceholders*** caused by rental pool storage provided under Procedures 5, 6, 8, 9.3, 10, and 11 in years when storage is not spilled past Milner, the supplying spaceholder's storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated by supply previous years leases, assignments, and rentals.

Procedure 7.3 (emphasis added).

> ***To avoid impacts to non-participant storage allocations*** caused by rental pool storage provided under Procedure 5 in years when storage is not spilled past Milner, the supplying participants storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply common pool rentals.

Procedure 7.4 (emphasis added).

[4] The Water District 01 Rental Pool Procedures also provide additional mechanisms to avoid injury including providing that: "A participant cannot rent water from the Common Pool if the participant is replacing storage space or water which has been evacuated due to an assignment to or private lease through the Water District 1 Rental Pool, unless an exception is granted by the Committee." Procedure 5.4

Rather than being a penalty, the Last to Fill procedures are a protection. They protect non-participants from having their storage allocation affected by operation of the rental pool. *Olenichak Aff.* at ¶ 22, 24–29. They also protect junior-participating spaceholders, like the City of Pocatello, from being injured by senior-participating spaceholder's rental of water.[5] *Olenichak Aff.* at ¶ 22, 24–35. Thus, the Last to Fill procedures are an interpretation of the Water Supply Bank Rule criteria that ensure the operation of a local rental pool cannot cause injury to other water users. IDAPA 37.02.03.040.01.h.

ARGUMENT

1. The Water District 01 Rental Pool Procedures are Not Rules Under the Idaho APA.

It is undisputed that the IWRB did not follow the requirements of the Idaho APA for promulgation of a rule when it adopted, by resolution, the Water District 01 Rental Pool Procedures. However, the IWRB was not required to follow the Idaho APA because the Water District 01 Rental Pool Procedures are not rules, as defined by I.C. § 67-5201(24).

a. The Water District 01 Rental Pool Procedures Do Not have "General Applicability" because Participation in the Pool is Voluntary.

Under the Idaho APA, "rulemaking" is the process for formulation or "adoption" of "rule[s]" by an "agency."[6] I.C. § 67-5201(24). A "rule" is defined as:

> [A]ll or a part of an agency statement of general applicability that has been promulgated in compliance with the provisions of this chapter and that implements, interprets, enforces, or prescribes:
> (a) Law; or

[5] For an explanation of how junior-participating spaceholders can be affected by senior-participating spaceholders *see Olenichak Aff.* at ¶ 30–35

[6] The IWRB and IDWR are "agenc[ies]" as defined by I.C. § 67-5201(3).

> (b) The procedure or practice requirements of an agency. The term includes the amendment, repeal, or suspension of an existing rule, but does not include:
> (i) Statements concerning only the internal management or internal personnel policies of an agency and not affecting private rights of the public or procedures available to the public; or
> (ii) Declaratory rulings issued pursuant to section 67-5232, Idaho Code; or
> (iii) Intra-agency memoranda; or
> (iv) Any written statements given by an agency that pertain to an interpretation of a rule or to the documentation of compliance with a rule.

The Idaho Supreme Court has explained that the "most salient" characteristic for defining what constitutes a "rule" under the Idaho APA is whether it has "general applicability." *Pizzuto v. Idaho Dept. of Correction*, 170 Idaho 94, 508 P.3d 293, 295–296 (2022).[7] The Court explained that "general applicability" has "two meanings. First, it means that rules apply uniformly *to the public*. Like statutes, rules apply comprehensively to the class of persons or course of conduct covered by the rule. . .." *Pizzuto* at 296 (emphasis in original). And second, for rules to be "generally applicable" they "must be applied uniformly *by the agency.* . . ." *Id*. (emphasis in original).

In this case, the Water District 01 Rental Pool Procedures do not have "general applicability." First, the rental pool procedures apply only to a small subset of water users in an individual basin and do not apply "uniformly *to the public*." *Pizzuto* at 296. The Water District

[7] The Court in *Pizzuto* abrogated "the decision in *Asarco Inc. v. State,* 138 Idaho 719, 722, 69 P.3d 139, 142 (2003) to the extent that it misstated the definition of 'rule' under the APA and adopted unnecessary factors to narrow that definition." *Pizzuto* at 297. In its Memo, the City of Pocatello cites to *State v. Haynes*, 159 Idaho 36, 355 P.3d 1266 (2015). *Memorandum in Support of Pocatello's Motion for Partial Summary Judgment* ("Pocatello's Memo") at 10–11. *Haynes* applies the criteria set forth in *Asarco* and thus its holdings based on that criteria are also abrogated by *Pizzuto*.

01 Rental Pool Procedures do not apply to *all* water right holders in Idaho. They do not apply to *all* water right holders in Water District 01. They do not even apply to *all* storage water contract holders in Water District 01. Rather, they apply only to a small subset of storage spaceholders ***who voluntarily choose to participate*** in a storage water market.

Second, the Water District 01 Rental Pool Procedures are not "applied uniformly *by the agency*. . . ." *Pizzuto* at 296 (emphasis in original). The IWRB's rental pools are not imposed by the agency on the water users. Rather, they are a mechanism provided by the agency for use by the water users, should the water users choose to participate in them. The voluntary nature of the rental pools is clearly delineated in statute. The flow augmentation terms of the Nez Perce Agreement were approved by the Idaho Legislature in I.C. § 42-1763B. The Legislature directed that the IWRB's local rental pool would provide the mechanism for renting flow augmentation water to the United States Bureau of Reclamation. I.C. § 42-1763B(2)(a). Idaho Code Section 42-1763B(3)(a) provides: "Any water made available under this section shall be obtained ***only from willing lessors***. Any water rented under this section from sources located within a basin having a local rental committee, established pursuant to section 42-1765, Idaho Code or section 42-1765A, Idaho Code, ***shall be rented pursuant to this section only through the local rental committee***." (emphasis added). Thus, the legislature contemplated that participation in providing flow augmentation water would be voluntary and would be transacted through the Water District 01 Rental Pool Procedures.

Idaho Code Section 42-1765 also emphasizes the voluntary nature of participation in the rental pools. It makes clear that, not only are rentals to the United States Bureau of Reclamation for flow augmentation to be voluntary, participation in *all* rental pools created by the IWRB are

voluntary. The rental pools were created "to market stored water ***between consenting owners and consenting renters*** . . .." I.C. § 42-1765 (emphasis added).

As outlined above, the voluntary nature of participation in the rental pool is also clearly delineated in the Water District 01 Rental Pool Procedures themselves. Spaceholders who choose to participate in the rental pool receive certain benefits but, in receiving those benefits, they cannot be permitted to injure other water users. *Olenichak Aff.* at ¶ 24, IDAPA 37.02.03,040.01.h. Spaceholders who do not participate in the rental pool forego some of the rental pool's benefits, but in foregoing them, they receive assurance that their water supply will be protected from injury and they will receive in-priority allocation of their storage space. *Olenichak Aff.* at ¶ 6. The choice whether to participate or not participate, and the consequent risks and rewards, are left for each individual water user to assess and decide based on their unique circumstances and water needs. The City of Pocatello cannot, having chosen voluntarily to participate, argue that it was forced to do so. Nor can the City of Pocatello, having chosen voluntarily to participate in the rental pool, be exempted from the requirement, under IDAPA 37.02.03.040.01.h, that its participation not injure other water users.

Voluntary participation is anathema to the idea of "general applicability." Thus, the Water District 01 Rental Pool Procedures do not have "general applicability" which is the first, and most salient, feature of a "rule" under I.C. § 67-5201(24); *Pizzuto* at 295–296.

b. The Water District 01 Rental Pool Procedures are Written Statements by an Agency that Pertain to Interpretation of a Rule.

The Water District 01 Rental Pool Procedures are a localized interpretation of the Water Supply Bank Rules. Idaho Code Section 67-5201(4)(b)(iv) makes clear that the term "rule" does

not include "[a]ny written statements given by an agency that pertain to an interpretation of a rule or to the documentation of compliance with a rule." Documents or procedures that do nothing more "than explain a rule contained in the Idaho Administrative Code" and which do not "express an agency policy which was not previously expressed" do not constitute rules. *Sons and Daughters of Idaho, Inc. v. Idaho Lottery Com'n*, 142 Idaho 659, 663, 1332 P.3d 416, 420 (2006).

In *Sons and Daughters*, the Idaho State Lottery Commission promulgated Gaming Rules for bingo pursuant to the Idaho APA. *Id.* at 660, 417. After adopting the rules, the Lottery Commission sent out an "informational packet" to all licensed gaming organizations in Idaho "to assist the organizations to comply with the statutes and rules." *Id.* at 661, 418. The packet was not promulgated as a rule pursuant to the Idaho APA. *Id*. A gaming company argued that the packet was "an invalidly enacted rule because it broadened the Gaming Rules by incorporating requirements that were not contained within the rules, specifically by requiring bingo operators to keep track of the prices charged for the bingo papers." *Id*. at 663, 420. The Idaho Supreme Court held, however, that the packet was "better classified as a written statement interpreting agency rules rather than as a rule" because it "did nothing more than explain a rule contained in the Idaho Administrative Code" and did not "express an agency policy which was not previously expressed." *Id*. at 663, 420.

Idaho Code Section 42-1765 explicitly provides that the local rental pool committee "shall have the authority to market stored water between consenting owners and consenting renters ***under rules and regulations adopted by the [IWRB]***." (emphasis added). The IWRB has promulgated, pursuant to the Idaho APA, the Water Supply Bank Rules. IDAPA 37.02.03. As

set forth above, the Water Supply Bank Rules provide a set of criteria that must be met before rental pool procedures may be approved by the IWRB. IDAPA 37.02.03.040.01.a–k. The criteria set forth in the Water Supply Bank Rules provide specific guidance for what must be included in the rental pool procedures. But each basin's local rental pool committee interprets the criteria of IDAPA 37.02.03.040.01.a–k to suit the specific needs of that basin. The Last to Fill procedures found in the Water District 01 Rental Pool Procedures are an interpretation of the rule's requirement that the procedures provide for "prevention of injury to other water rights." IDAPA 37.02.03.040.01.h; Procedure 7.3. The Last to Fill procedures are not an expression of "agency policy that has not been expressed before," but are an interpretation of the already established agency policy of prevention of injury to other water users. *Sons and Daughters*, at 663, 420.

Thus, the Water District 01 Rental Pool Procedures are not "rules" but are, instead "written statements given by an agency that pertain to an interpretation of a rule or to the documentation of compliance with a rule." I.C. § 67-5201(24)(b)(iv).

2. <u>The City Cannot Bring an Action for Declaratory Ruling under I.C. § 67-5278 because the Water District 01 Rental Pool Procedures are not Rules.</u>

The City of Pocatello cannot avoid exhausting its administrative remedies by asking the Court to issue a declaratory ruling on the validity of the Water District 01 Rental Pool Procedures. As a matter of law, such judgment is not available to the City because, as described above, the procedures are not "rules" under the Idaho APA. Idaho Code Section 67-5278 allows a party to seek a declaratory judgment on the validity of a rule "whether or not the petitioner has

requested the agency to pass upon the validity or applicability of the rule in question." I.C. § 67-5278(3). It provides:

> (1) The validity or applicability ***of a rule*** may be determined in an action for declaratory judgment in the district court, if it is alleged that the ***rule***, or its threatened application interferes with or impairs, or threatens to interfere with or impair, the legal rights or privileges of the petitioner.

I.C. § 67-5278(1) (emphasis added). Idaho Code Section 67-2578 "provides a means by which a party may gain standing before a district court, prior to exhausting administrative remedies in order to seek a declaratory judgment on a rule's validity. The statute requires that the rule itself or its 'threatened application' interfere with or impair, or threaten to impair, the legal rights or privileges of the petitioner." *American Falls Reservoir Dist. No. 2 v. Idaho Dept. Water Res.*, 143 Idaho 862, 871, 154 P.3d 433, 442 (2007). Idaho Code Section 67-5278 "is intended to establish qualifications for standing and is not a vehicle by which courts may decide factual issues prior to the completion of an administrative proceeding." *American Falls Reservoir Dist. No. 2 v. Idaho Dept. Water Res.*, 143 Idaho 862, 871, 154 P.3d 433, 442 (2007).

For all the reasons shown, the Water District 01 Rental Pool Procedures are not "rules" under the Idaho APA. Therefore, I.C. § 67-5278 is not applicable because it deals with petitioners seeking a declaratory ruling about the "validity or applicability ***of a rule*** . . .." I.C. § 67-5278(1). In addition, as a voluntary participant in the rental pool, the City cannot demonstrate that the procedures interfere with, impair, or threaten to impair its legal rights or privileges. If the City does not like the Last to Fill Procedures it can simply choose not to participate in the Water District 01 rental pool. Thus, the City of Pocatello cannot use I.C. § 67-

5278 to circumvent the requirement that it exhaust its administrative remedies before seeking a judgment by the District Court.

3. The City of Pocatello is Barred from Bringing this Action Because it Failed to Exhaust its Administrative Remedies.

The City of Pocatello asks this Court to determine that it sustained damages when IDWR through the Water District 01 Watermaster[8] allocated its storage water using, in part, the Water District 01 Rental Pool Procedures. The City claims that: "In 2008, Pocatello suffered its first impact from the Last to Fill Rule when it was deprived of approximately 16,603 AF of storage as a penalty for its private leasing of its storage water for mitigation purposes. Pocatello suffered similar losses in 2016, 2021, and 2023." *Memorandum in Support of City of Pocatello's Motion for Partial Summary Judgment* ("Pocatello Memo") at 2–3.[9] The City further claims that: "Application of the Last to Fill Rule in 2021 deprived Pocatello of approximately 2,738 AF of storage water . . .." *Id.* at 3. All of the City's allegations of specific injuries to their storage water allocations involve disputed issues of material fact for which the City has provided no evidentiary support. The record is devoid of evidence substantiating the numbers asserted by the City. Disputed issues of fact are not appropriate for summary judgment. I.R.C.P. 56; *Olsen v. J.A. Freeman Co.*, 117 Idaho 706, 720, 791 P.2d 1285, 1299 (1990).

[8] Under I.C. § 42-605(3), the Watermaster is elected by the water district water users and is appointed by the Director of IDWR to distribute water within the water district.

[9] The City of Pocatello's allegation of injury and damages in 2023 was not contained in their *Complaint for Declaratory Relief to Find the WD01 Rental Pool Procedures Void, to Find Rule 7.3 Unconstitutional, and for Damages from the Unconstitutional Taking of Property* filed March 22, 2023, *Notice of Errata* filed April 20, 2023, or *Amended Complaint for Declaratory Relief to Find the WD01 Rental Pool Procedures Void, to Find Rule 7.3 Unconstitutional, and for Damages from the Unconstitutional Taking of Property* filed May 2, 2023 (collectively the "Complaint"). Any claims regarding 2023 storage allocation are barred because they have not been alleged in the Complaint.

In addition, the City is not entitled to judicial review of IDWR/Water District 01 Watermaster's actions in allocating its storage water because it has failed to exhaust its administrative remedies. Idaho Code § 67-5270(2) provides for a right to judicial review of an agency action. An "agency action" is defined as: "(a) The whole or part of a rule or order; (b) The failure to issue a rule or order; or (c) An agency's performance of, or failure to perform, any duty placed on it by law." I.C. § 67-5201(4). A "person aggrieved by final agency action other than an order in a contested case is entitled to judicial review under this chapter if the person complies with the requirements of section 67-5271 through 67-5279, Idaho Code." I.C. § 67-5270(2). Idaho Code § 67-5271(1) provides that "a person is not entitled to judicial review of an agency action until that person has exhausted all administrative remedies required in this chapter."

Here, IDWR/Water District 01 Watermaster's allocation of storage water to the City of Pocatello[10] constituted an "agency action" under I.C. § 67-5201(4). The City is not entitled to judicial review of that agency action until it has complied with I.C. § 67-5271(1) and "exhausted all administrative remedies." The administrative remedies in this case are provided under I.C. § 42-1701A(3) which states that "any person aggrieved by any action" of IDWR or the IWRB, "who has not previously been afforded an opportunity for a hearing on the matter shall be entitled to a hearing before the director to contest the action." The person "aggrieved by the action" must file a petition requesting a hearing "with the director within fifteen (15) days after receipt of written notice of the action issued by the director, or receipt of actual notice . . .." I.C.

[10] The Watermaster allocates storage water to the City of Pocatello pursuant to the City's spaceholder contract with the United States Bureau of Reclamation and pursuant to the Water District 01 Rental Pool Procedures in which the City voluntarily participates.

§ 42-1701A(3), *see also Sun Valley Co. v. Gary Spackman*, CV-01-16-23173, *Order on Motion to Determine Jurisdiction, Order Dismissing Petition for Judicial Review* (Ada County Dist. Ct. Feb. 16, 2017). It is undisputed that the City of Pocatello did not file a petition requesting a hearing within 15 days of the agency actions at issue in this matter. *Yribar Aff*. at ¶ 13. Indeed, more than two years have passed since the latest alleged agency action in 2021.[11]

Even if the City had exhausted all its administrative remedies its action here would still be time-barred under I.C. § 67-5273(2) which provides that: "A petition for judicial review of a final agency action other than a rule or order must be filed within twenty-eight days (28) days of the agency action, except as provided by other provision of law." It is undisputed that the City did not file a petition for judicial review within 28 days of any of the alleged agency actions in 2008, 2016, or 2021. *Yribar Aff*. at ¶ 14. Failure "to file a timely petition for judicial review is jurisdictional and causes automatic dismissal of the petition. I.R.C.P. 84(n)." *City of Eagle v. Idaho Dep't of Water Res.*, 150 Idaho 449, 454, 247 P.3d 1037, 1042 (2011) (citing I.R.C.P. 84(n)).

Thus, the City of Pocatello is barred from bringing this action because it is not contesting a "rule" as defined by the Idaho APA and because it has failed to exhaust its administrative remedies as required by I.C. § 67-5271(1) and I.C. § 42-1701A(3). The City's Complaint should be dismissed as a matter of law.

[11] Fifteen years have passed since the alleged actions in 2008 and seven years since the alleged actions in 2016. As noted above, the allegations regarding 2023 have not been properly pleaded and are barred.

4. The Water District 01 Rental Pool Procedures are Not Facially Unconstitutional.

Participation in the Water District 01 Rental Pool is voluntary. *See infra* § 1.a. While it is true that a water right holder is entitled to administration of their water right by priority under Id. Const. Art. 15, § 3., it is also true that a water right holder may voluntarily agree to subordination of their water right's priority date. The Idaho Supreme Court addressed this issue head-on in *Idaho Power Co. v. State, By & Through Dep't of Water Res.*, 104 Idaho 575, 661 P.2d 741 (1983). At issue in that case was the subordination of Idaho Power Company's water rights at the Swan Falls hydropower facility. Relying on Idaho Const. Art. 15, § 3, the ratepayers and Public Utilities Commission asserted "that Idaho water law forbids subordination; and that therefore the subordination clause in the Hells Canyon license is in conflict with Idaho water law and ineffective." *Id.* at 587, 753. The Court disagreed holding:

> The record here makes it clear that Idaho Power ***voluntarily agreed*** to have the subordination clause inserted in the Hells Canyon licenses. We find nothing in the law of this state which precludes a person from ***voluntarily obtaining less than the full panoply of rights*** associated with the ownership of real property. Agreements not to assert ownership rights to their fullest are common in today's society, e.g. restrictive covenants and equitable servitudes. Whatever merits such an argument may have with regard to subordination clauses forced upon an unwilling appropriator by the FPC or the state, we need not decide. ***We hold only that a voluntary subordination agreement is not in violation of Idaho's water law***, and therefore we find no conflict between our state water law and the language of the subordination clause inserted in the Hells Canyon licenses.

Id.

In this matter, the City of Pocatello voluntarily agreed to participate in the rental pool. By voluntarily participating in the rental pool it agreed to make itself subject to the Last to Fill procedures, which reduce or limit its priority date in a way similar to subordination. As the

Court in *Idaho Power Co. v. State* clearly held, there is nothing unconstitutional about a water right holder voluntarily agreeing to a reduction of their property right. Therefore, the City's arguments that the Water District 01 Rental Pool Procedures are facially unconstitutional are without merit and should be disregarded by the Court.

5. The Water District 01 Rental Pool Last to Fill Procedures Do Not Constitute a Physical Taking.

The City of Pocatello argues that IDWR affected a "physical taking of Pocatello's property right without just compensation" because "IDWR's application of the Last to Fill Rule effectively resulted in IDWR invading, or occupying, Pocatello's storage space, or a portion thereof, to prevent that space from filling so that the water could be allocated to other users." Pocatello Memo at 16. A physical taking generally occurs by "a direct government appropriation or physical invasion of private property." *Est. of Hage v. United States*, 687 F.3d 1281, 1286 (Fed. Cir. 2012) (citations omitted). A physical taking would require a showing that the City of Pocatello's land was physically occupied for government use. *Cf. Covington v. Jefferson County*, 137 Idaho 777, 780–782, 53 P.3d 828, 831–833 (2005). The City of Pocatello does not have a property interest in the physical land in Palisades Reservoir. Rather, the City of Pocatello is contractually granted the right to "the use and benefit of four and one thousand six hundred sixty-seven thousandths percent (4.1667%)" of the capacity of the reservoir. *Yribar Aff.* ¶ 16 Exhibit 2 p. 5. The physical structure of Palisades Reservoir is owned and operated by the United States Bureau of Reclamation. *Id.* Thus, the concept of physical taking is not applicable in this case.

Even if physical taking were an appropriate legal concept, it would be inapplicable here because, as discussed above, the City has agreed to participate in the Water District 01 rental pool. In doing so, the City agreed that any storage it provided through the rental pool would become last to fill in the following year. Having voluntarily agreed to a diminution of its contractual portion of storage water it cannot claim that IDWR/Water District 01 Wastermaster's allocation of its storage water according to its voluntary agreement was a taking.

Conclusion

The Water District 01 Rental Pool Procedures are not "rules" as defined by the Idaho APA because they do not have general applicability and because they are interpretations of rules based on the unique circumstances of that basin. Therefore, the Water District 01 Rental Pool Procedures cannot be held invalid for failing to be promulgated under the rulemaking procedures of the Idaho APA. Because the Water District 01 Rental Pool Procedures are not rules, they cannot properly be reviewed by this Court in an action for declaratory judgment under I.C. § 67-5278. The City of Pocatello's claims regarding injury to its storage water allocations are wholly unproven and involve disputed issues of material fact that are not proper for summary judgment. In addition, the City of Pocatello has failed to exhaust its administrative remedies and this action should be dismissed under I.R.C.P. 84(n). Finally, the City's claims that the Water District 01 Rental Pool Procedures are facially unconstitutional and that its storage allocation was subject to a physical taking are without merit.

The State of Idaho respectfully requests the Court deny the City of Pocatello's Motion for Summary Judgment in its entirety, and grant the State of Idaho's Cross-Motion for Summary Judgment, dismissing all of the City's causes of action as a matter of law.

DATED this 2nd day of November 2023.

STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL

ANN N. YRIBAR
Deputy Attorney General

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of November 2023, I caused to be served a true and correct copy of the foregoing via iCourt E-File and Serve, upon the following:

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Exhibit 2

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IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

CITY OF POCATELLO, Plaintiff, vs. IDAHO WATER RESOURCES BOARD, IDAHO DEPARTMENT OF WATER RESOURCES, MAT WEAVER, in his capacity as Director of the Idaho Department of Water Resources, and TONY OLENICHAK, in his capacity as Water District 01 Watermaster, Defendants.	**Case No. CV42-23-1668** **NOTICE OF JOINDER IN DEFENDANTS' CROSS MOTION FOR SUMMARY JUDGMENT**

Intervenors Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District (hereafter collectively referred to as the "Spaceholders") hereby provide notice that they join in the *State of Idaho's Cross Motion for Summary Judgment* filed in this matter on November 2, 2023. The Spaceholders reserve the right to file a reply and argue in support of the motion at the hearing scheduled for November 30, 2023.

DATED this 8th day of November, 2023.

MARTEN LAW LLP



Travis L. Thompson

Attorneys for Burley Irrigation District

RIGBY, ANDRUS & RIGBY LAW, PLLC



for

Jerry R. Rigby

Attorneys for Fremont-Madison Irrigation District and Idaho Irrigation District

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of November, 2023, the foregoing was filed electronically using the Court's e-file system, and upon such filing the following parties were served electronically.

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IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

CITY OF POCATELLO,

Plaintiff,

vs.

IDAHO WATER RESOURCES BOARD, IDAHO DEPARTMENT OF WATER RESOURCES, GARY SPACKMAN, in his capacity as Director of the Idaho Department of Water Resources, and TONY OLENICHAK, in his capacity as Water District 01 Watermaster,

Defendants.

Case No. CV42-23-1668

INTERVENOR SPACHOLDERS' RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT

COME NOW, Intervenors Burley Irrigation District, Fremont-Madison Irrigation District and Idaho Irrigation District (hereafter collectively referred to as "Spaceholders"), by and through their undersigned counsel of record, and hereby file this response in opposition to the *City of Pocatello's Motion for Partial Summary Judgment* filed on October 17, 2023. This response is supported by the *Declaration of Travis L. Thompson* filed concurrently herewith.

INTRODUCTION

This case concerns the City of Pocatello's ("Pocatello") challenge to the Water District 01 Rental Pool Procedures and the "last to fill" condition (Procedure 7.3) for certain rentals. Despite Pocatello's express support of this condition when it jointly moved the SRBA Court to approve the Nez Perce Agreement in 2005, and over decades of rentals and leases as a voluntary participant in the local rental pool, Pocatello now claims the procedures violate Idaho law. As set forth below, Pocatello's motion should be denied for several reasons. First, the procedures are not "agency rules" and do not have to be promulgated through formal rulemaking. Second, the "last to fill" priority for voluntary rentals is a valid condition for storage rentals or leases that seek to temporarily change the place or purpose of use of a decreed storage water right. Finally, Pocatello's motion and claims can be denied due to the applicable statute of limitations and other equitable defenses. As explained below, the Court should deny Pocatello's motion accordingly.

FACTS

The Spaceholders offer the additional facts for consideration by the Court and dispute certain of Pocatello's alleged "undisputed facts" identified below.

1. Pocatello's spaceholder contract ("Pocatello Contract") with the U.S. Bureau of Reclamation ("Reclamation") includes the following provisions:

> 4. WHEREAS, the United States and the City have not heretofore entered into any contracts with respect to storage rights in reservoirs in the Snake River above Milner Dam, but the City, securing water for all municipal uses by pumping from underground and from surface flow that would, if not intercepted by the City, flow into the Snake River below Palisades Dam, desires to replace in the Snake River by means of storage at Palisades Reservoir water in volume approximately the equivalent of that removed by pumping from Snake River tributary underground and surface flow, and it having been determined that 50,000 acre-feet of active capacity in Palisades Reservoir will furnish such approximate equivalent volume;
>
> * * *

> 15. (a) The City may rent stored water which has accrued to its credit in any reservoir of the system, but such rentals shall be for only one year at a time and at rates to be approved in advance by the Secretary and Advisory Committee. Rates shall not exceed the annual costs under the City's obligations to the United States which are properly apportionable to such water, plus an amount sufficient to cover other annual costs of the City which are properly apportionable thereto.
>
> * * *
>
> 16. (a) To the extent that water is pumped from wells and surface streams that flow into American Falls Reservoir, actual measurements at the well heads and at the discharge lines of other pumping plants delivering water for the City shall be made during the irrigation season. One-half of all water provided through the City's system for the use of its water users from any and all sources in any irrigation season shall be accounted for as water stored for the City as provided in article 10 and charged thereto, except an amount of 7,000 acre-feet of water in each irrigation season until the first irrigation season beginning after a consolidation or merger has been made by the City with the water system of the City of Alameda when the amount shall be increased to 10,000 acre-feet of water to reflect prior uses of that city and other nearby communities. Delivery of water to the City that as above provided in this article is chargeable to stored water for any irrigation season, shall be limited, however, to the quantities of stored waters available as provided in article 10.
>
> (b) The water chargeable to the City stored water as provided in this article shall be determined during the irrigation season of each year. Corresponding credits shall be given by the watermaster to the water rights, whether natural flow or storage rights, that have been infringed on by pumping for the City. The amounts represented by such infringements, to whosoever they shall accrue, shall be made up out of stored water available to the City under this agreement as necessary. . .

Pocatello Contract at 2, 23-24; Ex. 2 to *Yribar Aff.*

2. Pocatello voluntarily participated in the Water District 01 Rental Pool from 2005-2022. *See Olenichak Aff.*, p. 5, ¶ 17. There is no evidence that Pocatello complied with the above provisions of its Contract in those years. However, Pocatello received $512,958.07 from its voluntary common pool rentals in those years. *See id.*, pp. 5-6, ¶ 18.

3. Except for 2009, Pocatello also chose to privately lease a portion of the storage water under its Contract to third parties every year between 2007 and 2022. *See Olenichak Aff.*, p. 6-7, ¶ 20. Pocatello received $3,763,250.00 for these private rentals. *See id.* There is no evidence

that Pocatello complied with the above provisions of its Contract with respect to these private leases.

4. It is a disputed issue of material fact whether Pocatello leased storage beyond what was required to be "charged" and then credited to other water rights in Water District 01 as required by paragraph 16 of the Pocatello Contract. *See* Ex. 8 to *Amended Complaint*.

4. The Water District 01 Rental Pool Procedures do not apply to all spaceholders. For example, in 2023, two spaceholders did not participate in the Common Pool. *See Olenichak Aff.*, p. 4, ¶ 10. Other than 2009, there is no evidence that Pocatello opted out of participating in the Water District 01 Rental Pool from 2005-2022.

5. The "last to fill" condition has existed in the Water District 01 Rental Pool Procedures for certain storage rentals since at least 2008. *See* Ex. 8 to *Amended Complaint* (spreadsheet identifying when the "last to fill" was applied to Pocatello's storage allocations due to a prior year's rental).

6. Pocatello understood the condition for leasing water through the rental pool as it was aware of the "last to fill" condition. Pocatello apparently opted out of the rental pool in 2009 but opted back in for the years 2010-2022. *See* Ex. 8 to *Amended Complaint*; *Olenichak Aff.* at 5-7.

7. Pocatello did not filed any petitions or appeals with the Director of the Idaho Department of Water Resources ("IDWR" or "Department") pursuant to Idaho Code §§ 42-1701A(3) or 42-1766 or concerning any of its leases or the "last to fill" condition in the Water District 01 Rental Pool Procedures.

8. Pocatello did not file any petitions with IDWR pursuant to Idaho Code §§ 42-1701A(3) concerning the Watermaster's storage water allocations in 2008, 2013, 2014, 2016, and 2021.

9. Pocatello signed the *Joint Motion for Approval of Consent Decree, Entry of Partial Decrees, and Entry of Scheduling Order* in Consolidated Subcases: 03-10022 (Instream Flow Claims) and 67-13701 (Springs and Fountains Claims) in *In Re SRBA Case No. 39576* (Twin Falls County Dist. Ct., Fifth Jud. Dist.) (Apr. 13, 2005). *See* Ex. 1 to *Thompson Dec.* The list of parties was attached to the proposed consent decree as Attachment 1. *See* Ex. 2 to *Thompson Dec.* The Mediator's Term Sheet was attached to the proposed consent decree as Attachment 2. *See* Ex. 3 to *Thompson Dec*. The joint motion acknowledges "the undersigned parties have entered into the Snake River Water Rights Agreement of 2004 ("Settlement Agreement")". The "last to fill" provision is specifically referenced in the Mediator's Term Sheet attached to the joint motion. *See* Ex. 3 to *Thompson Dec.* at 19, ¶ C.1.

10. There is no evidence that Pocatello ever formally opposed any prior annual resolutions adopting the rental pool procedures that included the "last to fill" condition.

11. There is no evidence that Pocatello opposed the 2023 Water District 01 Rental Pool Procedures, presented at the district's annual meeting held on March 7, 2023.

12. Reclamation is the legal title owner to decreed water right 01-2068. *See* Ex. 2 to *Amended Complaint*. The water right authorizes the storage of 940,400 acre-feet per year in Palisades Reservoir for "irrigation" and "power" storage beneficial uses with a July 28, 1939 priority date. *See id.*

STANDARD OF REVIEW

Idaho Rule of Procedure 56 authorizes the filing of motions for summary judgment. *See* I.R.C.P. 56. Under Rule 56(a) the Court must grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. *See Martin v. Thelma V. Garrett Living Trust*, 170 Idaho 61, 506 P.3d 237, 241

(2022). The burden of proving the absence of material facts is on the moving party and the Court must liberally construe facts in the existing record in favor of the nonmoving party, and draw all reasonable inferences from the record in favor of the nonmoving party. *See id.*

When an action is tried without a jury the Court can rule upon summary judgment despite the possibility of conflicting inferences arising from undisputed evidentiary facts. *See Nettleton v. Canyon Outdoor Media, LLC*, 163 Idaho 70, 73, 408 P.3d 68, 71 (2017). Further, summary judgment dismissal of a claim is appropriate where the plaintiff fails to submit evidence to establish an essential element of the claim. *See Nelson by and through Nelson v. City of Rupert*, 128 Idaho 199, 202, 911 P.2d 1111, 1114 (1996). Finally, summary judgment may be rendered for any party, not just the moving party, and on any or all of the causes of action involved under Rule 56. *See Brummert v. Ediger*, 106 Idaho 724, 726, 682 P.2d 1271, 1273 (1984).

ARGUMENT

I. Pocatello's Claims for 2008, 2013, 2014, and 2016 are Barred by the Statute of Limitations and Should be Dismissed as a Matter of Law.

The Water District 01 Rental Pool Procedures have included a "last to fill" condition for certain rentals since at least 2008. *See* Ex. 8 to *Amended Complaint*. However, while Pocatello has voluntarily participated in the rental pool for over 15 years, it never challenged the "last to fill" condition included to prevent injury to other water rights.[1] Instead, Pocatello knowingly participated in the rental pool, reaping the benefit of over $4 million dollars in storage rentals during that timeframe. *See Olenichak Aff.* at 5-7.

In this case Pocatello has alleged an unconstitutional taking resulting in an "economic diminution of its storage right." *See Amended Complaint* at 15-16; and Ex. 8. Pocatello seeks

[1] Just the opposite, Pocatello agreed to the "last to fill" provision as indicated in its agreement to the Mediator's Term Sheet and signing the *Joint Motion* in the SRBA subcases regarding the Nez Perce Agreement. *See infra* Argument Part III.

damages in excess of $50,000.00. *See id.* at 16. Although Pocatello alleges the Watermaster applied the "last to fill" rule to its space in 2013 and 2014, it does not identify any "water taken due to LTF" in those years. *Compare Memorandum in Support of City of Pocatello's Motion for Partial Summary Judgment* ("*Poc. Memo.*") at 8, ¶ 24 *with* Ex. 8 to *Amended Complaint.* Consequently, it is apparent Pocatello is only claiming damages for any alleged takings that occurred in three specific years: 2008, 2016, and 2021. *See id.*

The general, or "catch all", statute of limitations for actions not specified in Chapter 2, Title 5, is four (4) years. *See* I.C. § 5-224; *Woodland v. Lyon,* 78 Idaho 79, 298 P.2d 380 (1956). The Idaho Supreme Court has concluded that claims for inverse condemnation, or a taking, are covered by section 5-224. *See Harris v. State, ex rel. Kempthorne*, 147 Idaho 401, 405, 210 P.3d 86, 90 (2009). Since Pocatello filed the current action in March 2023, over fourteen years after Water District 01 included a "last to fill" condition in the rental pool procedures, the city's claim should be barred as a matter of law. After all, Pocatello knew of the procedures' condition for leasing water, chose to not rent water in 2009, but then proceeded to voluntarily participate again from 2010-2022. Moreover, since Pocatello filed the current action in March 2023, any claims for damages resulting from erroneous storage allocations in 2008, 2013, 2014 and 2016 are similarly barred as a matter of law. Even if Pocatello has a viable claim for 2021, which the Spaceholders dispute, any claims arising before March 2019 are barred by the statute of limitations in section 5-224.

In sum, Pocatello's claim challenging the "last to fill" provision, first included in the procedures over a decade ago, and any claims for damages arising before 2019 are barred by the applicable statute of limitations. *See* I.C. § 5-224. The Court should dismiss those claims with prejudice accordingly.

II. The Water District 01 Local Rental Pool Procedures are not "Rules" under the Idaho Administrative Procedures Act (APA).

Pocatello's central argument in its motion for partial summary judgment is the theory that the local rental pool procedures constitute "rules" as defined by Idaho's APA. *See Poc. Memo.* at 9-12. In making this argument Pocatello overlooks the Idaho Water Resource Board's ("Board") water supply bank rules, how those rules relate to and interface with the Water District 01 Rental Pool Procedures, as well as controlling precedent from the Idaho Supreme Court.

Despite voluntarily participating in the Water District 01 Rental Pool for over fifteen years and reaping the benefits of numerous rentals and leases to the tune of over $4 million dollars, Pocatello now claims the procedures that facilitated those rentals are void for failing to be promulgated as a "rule" under Idaho's APA. *See Poc. Memo.* at 9-10. Pocatello misunderstands the definition of a "rule" and overlooks the Board's water supply bank rules and how they related to local rental pool committee procedures. As explained below Pocatello's argument on this point is misplaced and should be denied as a matter of law.

First, the Idaho Legislature has charged the Idaho Water Resource Board with "the duty of operating a water supply bank." I.C. § 42-1761. The bank must be operated to "make use of and obtain the highest duty for beneficial use from water" in the state. *Id.* The Board was further charged with adopting rules and regulations concerning the water supply bank. *See* I.C. § 42-1762. The Board promulgated its "Water Supply Bank Rules" (IDAPA 37.02.03 et seq.) pursuant to Idaho Code § 42-1762 and the procedures in the Idaho APA. *See* Ex. 4 to *Thompson Dec.*

With respect to storage water, the legislature specifically authorized the Board to "appoint local committees, including water district advisory committees as provided in section 42-605(6), Idaho Code, to facilitate the rental of stored water." I.C. § 42-1765. Given the differences in

water storage facilities and operations throughout the state depending upon the particular basin, various local rental pool committees have been appointed and have adopted procedures to meet those unique needs within the various water districts.[2] Having flexibility to develop "local" procedures to meet the needs of a particular basin's water users furthers the statutory goal.

The statute further provides that "the committee shall have the authority to market stored water between owners and consenting renters under the rules and regulations adopted by the board." I.C. § 42-1765. The Board's water supply bank rules confirm the statutory process for appointing a "local rental pool committee" and the criteria that local rental pool procedures must meet to facilitate the lease and rental of stored water. *See* IDAPA 37.02.03.40. The local rental pool procedures can be crafted to meet the unique needs of a particular basin while following the Board's stated criteria. IDAPA 37.02.03.40.01.a – k. Moreover, the Director also reviews the procedures and makes a recommendation to the Board. IDAPA 37.02.03.40.03.

In this case, the Board appointed the Committee of Nine to serve as the local committee to facilitate the rental of stored water in Water District 01.[3] The Committee recommended and the water users approved the Water District 01 Rental Pool Procedures by resolution at the March 7, 2023 annual meeting. *See Bricker Aff.* at 2, ¶ 3. The Board approved the procedures by Resolution No. 14-2023 on March 31, 2023. *See Bricker Aff.*, Ex. 2. Pocatello does not challenge the procedures as somehow violating the Board's regulatory criteria, but instead claims the procedures themselves must be promulgated as new agency "rules" by the Board under the APA. *See Poc. Memo.* at 10-12.

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[2] *See* https://idwr.idaho.gov/iwrb/programs/water-supply-bank/administration/ (list of various local rental pool committees and procedures approved by the IWRB).

[3] Facilitating the rental of an individual spaceholder's storage through rental pool procedures is analogous to a "quasi-judicial" matter since it a substitute for a transfer application. *See Pizzuto*, 170 Idaho 94, 97, 508 P.3d 293, 296 (2022) ("quasi-judicial agency actions determine only the rights and duties of individuals").

Idaho's APA defines a "rule" as "all or part of an agency statement of general applicability that has been promulgated in compliance with the provisions of this chapter and that implements, interprets, or prescribes: (a) Law; or (b) The procedure or practice requirements of an agency." I.C. § 67-5201(24). The definition expressly excludes: "Any written statements given by an agency that pertain to an interpretation of a rule or to the documentation of compliance with a rule." I.C. § 67-5201(24)(b)(iv). The Water District 01 local Rental Pool Procedures are not "rules" that require promulgation pursuant to the Idaho APA. Instead, the procedures interpret and implement the Board's water supply bank rules that allow the temporary transfer of storage water within a given year as an alternative to a formal application for transfer pursuant to section 42-222. The unique aspects of different water districts throughout the state pools support adopting individual procedures rather than a single set of "agency rules" that would might apply statewide (i.e. Water District Nos. 01, 63, and 65).

The Idaho Supreme Court examined what constitutes a "rule" in *Pizzuto v. State*, 170 Idaho 94, 508 P.3d 293 (2022).[4] In that case the Court evaluated the Idaho Department of Corrections' execution protocol and whether it was required to comply with procedural requirements for administrative rulemaking. The Court found the following:

> "General applicability" is the first attribute of a rule under this definition – and for good reason. The general applicability of a rule is, perhaps, the most salient characteristic distinguishing quasi-legislative rulemaking from a purely executive or quasi-judicial agency action.
>
> In the context of administrative rules, general applicability has two meanings. First, it means that rules apply uniformly *to the public*. Like statutes, rules apply comprehensively to the class of persons or course of conduct covered by the rule. . . . This distinguishes rulemaking from quasi-judicial agency actions because quasi-judicial actions determine only the rights and duties of individuals.

[4] The Court abrogated portions of its prior decision in *Asarco Inc. v. State*, 138 Idaho 719, 69 P.3d 139 (2003) that had set out six factors intended to narrow the APA's definition of a "rule." The Court observed that "the *Asarco* factors were intended to fix a problem that does not exist in Idaho's APA." 170 Idaho at 100, 508 P.3d at 299.

> The second way in which rules are generally applicable is that they must be applied uniformly *by the agency*. . . . Thus, although an agency may have the discretion to change its rules from time to time (complying with the rulemaking procedures of the APA, of course), it does not have discretion to depart from its rules while they are in effect. This distinguishes rulemaking from purely executive actions, in which an agency (or officer) enjoys discretion so long as its actions are not contrary to express law.

Pizzuto, 170 Idaho at 96-97, 508 P.3d at 295-96 (emphasis in original).

Pocatello's entire argument hinges on the assertion that the Rental Pool Procedures "apply generally to all water users within WD1 (rental pool participants, non-participants, and non-spaceholders)." *Poc. Memo.* at 11. This is simply not true. The procedures only apply to a specific class of water users, namely those individual spaceholders that voluntarily choose to participate in the rental pool in a given year. *See* Ex. 1 to *Yribar Aff.* (Procedure 2.29 defining "participant" as "a spaceholder who contributes storage to the common pool pursuant to Procedure 5.2"; Procedure 5.2.101 Participants "Any spaceholder may, upon submitting written notice to the Watermaster prior to March 15 of the current year elect to contribute storage to the current year's common pool rentals . . ."') (emphasis added). Only spaceholders that elect to participate in the rental pool are subject to the procedures. *See Olenichak Aff.* at 3, ¶ 6 ("Any spaceholder that chooses not to participate is treated as though the Water District 01 Rental Pool Procedures do not apply to them"). Therefore, Pocatello's theory that the procedures apply to all water users in Water District 01 is without merit.

Applying the Court's conclusion in *Pizzuto* it is clear that the Water District 01 Rental Pool Procedures are not "rules" as they do not "apply uniformly to the public." 170 Idaho at 97, 508 P.3d at 296. First, the procedures are unique to participating spaceholders in Water District 01, they do not have statewide applicability. The fact that local rental pool committees in Water Districts 63 (Boise River Basin) and 65 (Payette River Basin) have adopted their own procedures

supports the local applicability context. *See* https://idwr.idaho.gov/iwrb/programs/water-supply-bank/administration/. Moreover, the procedures only apply to certain water users within Water District 01. For example, water users that only hold natural flow rights, or spaceholders that choose not to participate in the rental pool, are not subject to the procedures. Pocatello recognizes this fact as the city apparently chose not to lease any water in 2009.

Next, Water District 01 does not apply the procedures "uniformly" to all water users in the district. Notably, water users without storage, storage held for the Shoshone-Bannock Tribes, and spaceholders that do not choose to participate are not subject to the procedures. Just the opposite, Mr. Olenichak's explanation as to how participating and non-participating spaceholders' storage is filled after a given year demonstrates that difference in that non-participating spaceholders are protected from any potential impacts caused by rentals and private leases. *See Olenichak Aff.* at 8, ¶¶ 28-29 ("the Last to Fill Procedure serves to protect non-participating spaceholders and participating junior spaceholders"). Pocatello mischaracterizes this fact as "different spaceholders may experience the effects of the Procedures differently" in an effort to claim the procedures are applied uniformly. If a water user or spaceholder is not subject to the procedures, then the procedures are not applied to those users as Pocatello suggests. Again, Mr. Olenichak's testimony makes it clear that "[a]ny spaceholder that chooses not to participate is treated as though the Water District 01 Rental Pool Procedures do not apply to them." *Olenichak Aff.* at 3, ¶ 6 (emphasis added). This fact dispels Pocatello's theory and plainly shows that the rental pool procedures do not fit the APA's definition of a "rule."

Based upon the Court's criteria in *Pizzuto* it is clear that the rental pool procedures are not "rules" under Idaho's APA. Therefore, the procedures do not require formal rulemaking and the Court can deny Pocatello's motion accordingly.

III. Pocatello's Inconsistent Claims Related to the "Last to Fill" Provision Threaten Implementation of the Nez Perce Agreement and Should be Estopped.

The State of Idaho, Nez Perce Tribe, and other parties including the City of Pocatello, entered into a monumental water rights settlement agreement in the Snake River Basin Adjudication (SRBA) in 2004.[5] The Agreement was approved by Congress and the Idaho Legislature. *See* Pub. L. No. 108-447, 118 Stat. 3431-41 (December 8, 2004); I.C. § 42-1763B. Upon joint motion by the parties, including Pocatello, the SRBA District Court approved a consent decree that included the Mediator's Term Sheet as Attachment 2. *See* Ex. 3 to *Thompson Dec.*

As part of the Nez Perce Agreement, federal agencies agreed to issue biological opinions under the Endangered Species Act (ESA) for the 30-year term of the agreement to provide incidental take coverage for, among other things, all Reclamation actions in the Upper Snake River Basin. *See* Ex. 3 to *Thompson Dec.*, p. 19, 23 ("The term of this component of the agreement shall be for a period of thirty (30) years . . ."). The certainty provided by the Nez Perce Agreement cannot be overstated as it has provided a stable framework for Reclamation's water operations in the Upper Snake River Basin. The continued annual storage and use of water for irrigation purposes is invaluable to the State of Idaho, including the Spaceholders and their landowners.[6] Pocatello's lawsuit and present motion seeks to undo the very mechanism that facilitates the Agreement's flow augmentation program through its challenge to the Water District 01 Rental Pool Procedures. While Pocatello has enjoyed the benefit of the Agreement's certainty for the past eighteen years, its present claims threaten the Agreement's viability.

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[5] Documents related to the settlement are publicly available at: http://srba.state.id.us/NEZPERCE.HTM

[6] *See also, Olenichak Aff.* at 4, ¶ 15 (describing various mitigation and agreements that rely upon storage provided through the Water District 01 rental pool).

The Parties to the Nez Perce Agreement agreed to establish a flow augmentation program in compliance with state law and local rental pool procedures, "including but not limited to last to fill rule and the procedures for priorities among renters and lessors . . ." *See* Ex. 3 to *Thompson Dec.* at 19, ¶ C.1 (emphasis added). Pocatello expressly supported the Mediator's Term Sheet before the SRBA Court by signing on as a party to the *Joint Motion for Approval of Consent Decree et al.*. *See* Exs. 1, 2 to *Thompson Dec.*

In response to the Nez Perce Agreement, the Idaho Legislature enacted a statute providing "interim authority" for Reclamation to rent storage water to implement the flow augmentation program. *See* I.C. § 42-1763B. That authority is subject to certain conditions including the following:

> (a) Any water made available under this section shall be obtained only from willing lessors. Any water rented under this section from sources located within a basin having a local rental committee established pursuant to section 42-1765, Idaho Code, or section 42-1765A, Idaho Code, shall be rented pursuant to this section only through the local rental committee.

I.C. § 42-1763A(3)(a).

The statute requires that storage rentals must be obtained from "willing lessors" and "only through the local rental committee." With respect to Water District 01, that means any flow augmentation storage water rentals must be supplied by "participants" in compliance with the Rental Pool Procedures. *See* Ex. 1 to *Yribar Aff.* The "last to fill" procedure has been in place and applied to certain rentals throughout the implementation of the Nez Perce Agreement. Pocatello has been aware of the provision and has accepted its application for several years.

Pocatello's storage and use thereof is provided ESA protection through implementation of the Nez Perce Agreement and the above-described flow augmentation program. Pocatello itself has participated as a "willing lessor" in the Water District 01 Common Pool and has received

over $500,000 from such rentals, which include the storage rented to Reclamation for the flow augmentation program. *See Olenichak Aff.* at 5-6. Whereas Pocatello has benefited from the Agreement, including ESA protection for its storage, and monetarily from rentals to Reclamation, it is inequitable for Pocatello to now claim, over a decade later, that the rental pool procedures somehow violate Idaho law.

Moreover, Pocatello's claims threaten the implementation of the flow augmentation program and the ESA protection provided for Reclamation's actions in the Upper Snake River Basin. *See Olenichak Aff.* at 4, ¶ 15 ("Without the rental pool, it is unclear how the State of Idaho would effectuate getting the water supplies necessary to provide the flow augmentation required by the Nez Perce Agreement . . ."). Declaring the Water District 01 Rental Pool Procedures invalid could jeopardize the existing biological opinions and the concurrent ESA protection those opinions provide to all spaceholders in Water District 01.

At a minimum, the doctrine of quasi-estoppel precludes Pocatello's present arguments and should preclude the city's motion challenging the very procedures it acquiesced to and profited from for years. *See Day v. Idaho Transp. Dept.*, 172 Idaho 431, 533 P.3d 1277 (2023). In *Day* the Supreme Court identified the doctrine and circumstances when it applies:

> "Quasi-estoppel prevents a party from changing its legal position, and as a result, gaining an unconscionable advantage or imposing an unconscionable disadvantage over another." . . . "Unlike equitable estoppel, quasi-estoppel does not require an undiscoverable falsehood, and it requires neither misrepresentation by one party nor reliance by the other." . . . Quasi estoppel applies when:
>
> (1) the offending party took a different position than his or her original position and (2) either (a) the offending party gained an advantage or caused a disadvantage to the other party; (b) the other party was induced to change positions; or (c) it would be unconscionable to permit the offending party to maintain an inconsistent position from one he or she already derived a benefit or acquiesced in.

533 P.3d at 1238.

Applied to the facts in this case it is obvious that Pocatello has taken "a different position" on the "last to fill" provision than what it agreed to in the proceedings on the Nez Perce Agreement before the SRBA District Court. Further, Pocatello gained an advantage with that position, including the receipt of over $4 million dollars in rental revenue between 2005 and 2022. *See Olenichak Aff.* at 5-7. In light of these facts it would be unconscionable to allow Pocatello to maintain its current inconsistent position with respect to the Rental Pool Procedures since it has derived a benefit and acquiesced to the "last to fill" provision for over a decade.

Given the importance of the implementation of the Nez Perce Agreement and the flow augmentation program pursuant to the Upper Snake Biological Opinion, the Court should deny Pocatello's motion and estop its claims against the Rental Pool Procedures.

IV. Rental Pool Procedure 7.3 and its Application are not Unconstitutional.

Pocatello generally alleges that Procedure 7.3 violates the prior appropriation doctrine and is therefore "facially unconstitutional." *Poc. Memo.* at 13-15. Pocatello apparently believes that spaceholders are free to rent and temporarily transfer storage water throughout Water District 01 without any conditions. Again, Pocatello's argument belies basic Idaho water law and overlooks potential injuries resulting from such temporary water transfers.

First, facial constitutional challenges are disfavored because they: "(1) 'raise the risk of premature interpretation of statutes on factually barebone records;' (2) run contrary "to the fundamental principle of judicial restraint'; and (3) 'threaten to short circuit the democratic process by preventing laws embodying the will of the people from being implemented in a manner consistent with the Constitution." *Hecox v. Little*, 470 F.Supp.3d 930, 969 (D. Idaho 2020) (citing *Washington State Grange v. Washington State Republican Party*, 552 U.A. 442, 451, 128 S.Ct. 1184, 170 L.Ed.2d 151 (2008)).

Further, there is a presumption in favor of the constitutionality of the challenged statute or regulation, and the burden of establishing that the statute or regulation is unconstitutional rests upon the petitioner. *See AFRD#2 v. IDWR*, 143 Idaho 862, 869, 154 P.3d 433, 440 (2007). The Idaho Supreme Court has further advised that the "judicial power to declare legislative action unconstitutional should be exercised only in clear cases" and that a "district court should not rule that a statute is unconstitutional 'as applied' to a particular case until administrative proceedings have concluded and a complete record has been developed." 143 Idaho at 869-70, 154 P.3d at 440-41.

A water right holder cannot unilaterally change the place or purpose of use of a decreed or licensed water right without obtaining IDWR approval for that change. *See* I.C. § 42-222(1). Even so, when a water user applies to make a change, the Department must ensure "no other water rights are injured . . . [and] the change does not constitute an enlargement in use of the original water right." I.C. § 42-222(1); *3G AG LLC v. Idaho Dept. of Water Resources*, 170 Idaho 251, 509 P.3d 1180 (2022); *Barron v. Idaho Dept. of Water Resources*, 135 Idaho 414, 18 P.3d 219 (2001). The Director is authorized to approve a transfer "in whole or in part, or upon condition." *See id.*

The Board's water supply bank, and associated local rental pools, serve as a substitute process for a permanent water right transfer. Recognizing the need for a temporary transfer alternative, the legislature provided that authority through the Board's water bank:

> (1) The approval of a rental of water from the water supply bank may be a substitute for the transfer proceeding requirements of section 42-222, Idaho Code.

I.C. § 42-1764.

The State Water Plan describes the purpose of the water bank as follows:

> As the state approaches the time when there is little or unappropriated water, the Water Supply Bank, established by I.C. § 42-1761, provides an efficient mechanism for the sale or lease of water from natural flow and storage. The purpose of the Water Supply Bank is to obtain the highest duty of water, provide a source of adequate water supplies to benefit new and supplemental water uses, and provide a source of funding for improving water use facilities and efficiencies. By aggregating water available for lease, rental pools operating under the authority of the Water Supply Bank can supply the water needs of many users, provided there is no injury to other water right holders, or enlargement of the use of the water rights, and the change is in the local public interest. Idaho Code § 42-1763.
>
> The Idaho Water Resource Board has adopted rules governing the sale or lease of water through the Water Supply Bank. IDAPA 37.02.03. Pursuant to state law, the Board has authorized local entities to operate storage and natural flow rental pools in numerous water districts that meet regional needs. The Shoshone-Bannock Tribes are also authorized by the state to operate a storage water rental pool.

See Ex. 5 to *Thompson Dec*. (State Water Plan at pp. 10-11).

Voluntary participation in the state' water supply bank, and the Water District 01 Rental Pool, is a substitute for a formal application for transfer pursuant to section 42-222(1). However, the criteria for rental approvals still mirrors the transfer statute, notably, a rental that would injure another water right is prohibited. *See* I.C. § 42-1763; IDAPA 37.02.03.040.01.h ("Prevention of injury to other water rights").

Pocatello asserts that its contracted storage space is entitled to fill "in priority, not based on Procedure 7.3." *Poc. Memo.* at 13. Pocatello has that option available to it, provided the city does not participate in the Water District 01 Rental Pool. Notably, Tony Olenichak explained:

> 6. Any spaceholder that chooses not to participate is treated as though the Water District 01 Rental Pool Procedures do not apply to them. Non-participant storage is allocated and administered without reference to the procedures.
> * * *
> 22. The rental pool procedures are drafted to ensure non-participating spaceholder storage allocations are not impacted by the operation of the rental pool.

Olenichak Aff. at 3, ¶ 6; at 7, ¶ 22.

If Pocatello decided to not rent any of its water, then its storage space under water right 01-2068 would fill pursuant to the July 28, 1939 priority without any impact. However, Pocatello has made the voluntary choice to participate in the rental pool for over a decade, receiving over $4 million dollars in rental income for that participation. *See id.* at 6-7. The condition for that participation as set forth in Procedure 7.3 is that any space rented is treated as "last to fill" for purposes of accruing new storage the subsequent year. This condition applies to senior and junior storage water rights equally.

Mr. Olenichak aptly described the reason for this condition on storage rentals in order to prevent injury to other spaceholders:

> 23. The rental pool procedures are also drafted to ensure that participating senior spaceholders that lease their storage do not impact other spaceholders' storage fill and allocations.
>
> 24. A storage spaceholder in Water District 01 has the right to use their entire storage allocation at a point of diversion, place of use, and purpose of use that are consistent with the decreed water right for the storage reservoir and their storage contract. However, a spaceholder does not have the right to lease their storage to be used at points of diversion, places of use, or purposes of use outside the ones described in the decreed water right for the storage reservoir or their storage contract unless the spaceholder files a transfer under I.C. § 42-222 or leases water through the rental pool. A lease can only occur if the lease will not cause injury to other water rights. IDAPA 37.02.03.040.01.h.
>
> 25. Leasing water through the Water District 01 Rental Pool has the potential to impact or lessen, not just non-participating spaceholder's reservoir accruals, but also the reservoir accrual of other participating spaceholders.
>
> 26. The Last to Fill Procedure was put into place to protect spaceholders' reservoir accrual from being impacted or lessened as a result of other spaceholders leasing storage to be used for places of use, points of diversion, or purposes of use different than described in the reservoir's decreed water right or their storage contract. Evacuation of a spaceholder's storage to provide for a lease cannot be allowed to lessen other spaceholder's storage.

> 27. To ensure that non-participating and other participating spaceholders are not injured by operation of the rental pool, participating spaceholders who assign storage to the Common Pool, rent through a private lease, assign water to the supplemental pool, the assignment pool, or the extraordinary pool have the storage that was evacuated to supply those rentals become Last to Fill space in the reservoir system in the following year.
>
> 28. Junior and non-participating spaceholder allocations are protected by the Last to Fill Procedure. The Last to Fill Procedure causes all senior space evacuated to supply rentals to refill under the same priority as junior space evacuated to supply rentals.

Olenichak Aff. at 8, ¶¶ 25, 26-28.

Implementing Procedure 7.3 does not violate Idaho's prior appropriation doctrine and is not "facially unconstitutional." Instead, it allows temporary storage leases to occur in a manner that does not injure other water rights. Rentals are accomplished by willing lessors who agree to the procedures' stated conditions. In this sense a spaceholder makes a voluntary choice to have the priority of the storage rented fill with an equal priority with other participating spaceholders the following year. A water right holder's voluntary decision to agree to such a condition or subordinate a storage right's priority in water right administration is allowed under Idaho law. *See e.g., Idaho Power Co. v. State*, 104 Idaho 575, 587, 661 P.2d 741, 753 (1983) ("We hold only that a voluntary subordination agreement is not in violation of Idaho's water law").

Pocatello cannot lease its water and seek to change the place and purpose of use of its storage water without any conditions. If Pocatello does not need all of its storage, it can choose to lease some through the Water District 01 Rental Pool, as it has done for decades, provided that lease does not injure others.[7] Procedure 7.3 and the "last to fill" condition ensures no injury to other spaceholders' water rights.

[7] Pocatello's Contract has other requirements as well. *See infra* Argument Part V.

Although Pocatello does not agree with that condition now, it has voluntarily participated in the Water District 01 rental pool and has accepted over $4 million dollars in exchange for that "last to fill" condition on its rented storage. The condition is akin to a voluntary subordination allowed by Idaho law and is wholly consistent with the constitution. Consequently, Pocatello's constitutional argument fails and should be dismissed as a matter of law.

V. Pocatello Should be Required to Comply with its Contract.

Pocatello's claims should also be denied for the reason that it has not complied with its own storage contract with Reclamation. Although Pocatello disagrees with the Rental Pool Procedures and the "last to fill" condition, it fails to acknowledge the restrictions on its own storage space according to the plain requirements of its Contract. Stated another way, how can Pocatello have a viable challenge to the Water District 01 Rental Pool Procedures when it is not complying with its own Contract regarding water delivery and rentals?

Interpretation of an unambiguous contract is a question of law, and it must be construed in its plain, ordinary, and proper sense, according to the meaning derived from the plain wording of the instrument. *See River Range, LLC v. Citadel Storage, LLC*, 166 Idaho 592, 599, 462 P.3d 120, 127 (2020). Pocatello's contract unambiguously requires the Water District 01 Watermaster to charge and deliver storage equal to 50% of the city's annual pumping to other water rights within the district (excepting 10,000 af). *See* Pocatello Contract at 23-24; Ex. 2 to *Yribar Aff.* This storage delivery is for the express purpose to allow Pocatello "to replace in the Snake River by means of storage at Palisades Reservoir water in volume approximately the equivalent of that removed by pumping from Snake River tributary underground and surface flow." *See id.* at 2; Ex. 2 to *Yribar Aff.* Pocatello acquired storage in Palisades Reservoir for this very purpose.

There is no evidence that Pocatello has complied with its Contract over the past fifteen years. Ex. 8 to *Amended Complaint*. However, Pocatello has proceeded to rent various amounts of water during that timeframe without being charged any storage required to be credited to other water rights in the district. Further, with respect to the rates that Pocatello may charge for any rentals, the Contract states:

> such rentals shall be for only one year at a time and at rates to be approved in advance by the Secretary and Advisory Committee. Rates shall not exceed the annual costs under the City's obligations to the United States which are properly apportionable to such water, plus an amount sufficient to cover other annual costs of the City which are properly apportionable thereto.

Pocatello Contract at 23; Ex. 2 to *Yribar Aff.*

There is no evidence that the rates for the private rentals Pocatello has made have been "approved in advance by the Secretary and Advisory Committee." Further, Pocatello has failed to show that its rental rates have not exceeded its annual operation and maintenance assessment to Reclamation and "other annual costs" that "are properly apportionable thereto." Again, Pocatello cannot take advantage of the rental pool procedures and then claim they violate Idaho law without complying with its own Contract. Equity requires otherwise.

The Court should find that Pocatello cannot rent water without complying with its Contract and deny its motion for partial summary judgment accordingly. At a minimum there are genuine issues of material fact as to whether Pocatello would have had any water to rent in the years it claims damages had its Contract been implemented pursuant to its plain terms. For example, if complying with the Contract would have precluded Pocatello from renting water in certain years, then its "takings" claims and requests for damages could be rendered moot.

VI. Pocatello's Motion Should be Denied and its Claims Should be Dismissed for its Failure to Exhaust Administrative Remedies.

Pocatello's motion seeks partial summary judgment on various issues, including finding that the Watermaster's allocation applying the "last to fill" condition resulted in an unlawful physical taking of the city's storage. Pocatello's complaint identifies 2008, 2016 and 2021 as years in which it suffered a loss of storage.[8] *See* Ex. 8 to *Amended Complaint*. However, the claims fail as Pocatello failed to exhaust administrative remedies in those years as provided by Idaho law. By failing to request the required administrative relief pursuant to the statutory deadlines, Pocatello's present claims should be dismissed as a matter of law.

Idaho's APA provides that "a person is not entitled to judicial review of an agency action until that person has exhausted all administrative remedies required in this chapter." I.C. § 67-5271(1); *AFRD#2 v. IDWR*, 143 Idaho 862, 869, 154 P.3d 433, 440 (2007) ("Where an administrative remedy is provided by statute, relief must be sought from the administrative body and this remedy exhausted before the courts will act"); *Regan v. Kootenai County*, 140 Idaho 721, 724, 100 P.3d 615, 618 (2004) ("Until the full gamut of administrative proceedings has been conducted and all available administrative remedies been exhausted, judicial review should not be considered"). In this case Pocatello was afforded the following statutory administrative remedies that it failed to exercise.

First, section 42-1766 provides a specific statutory appeal process related to water bank leases. The statute allows "any water right holder who determines that the lease is causing a

[8] The numbers in the spreadsheet are not verified or supported by evidence. The City has failed to show these allegations are undisputed contrary to Rule 56's requirement. I.R.C.P. 56(c)(1)(A). Moreover, despite claiming a loss in "2023" in its *Memorandum in Support*, there is no such claim in its *Amended Complaint*. *Compare Poc. Memo.* at 2-3 *with Amended Complaint* at 15, ¶ 72 ("Exhibit 8 reflects the years in which Rule 7.3 impaired Pocatello's storage right and the quantities of water of which Pocatello was deprived in those years"). Exhibit 8 does not contain 2023 or any alleged quantity of water that Pocatello may have lost in that year. The Court should disregard Pocatello's unsupported allegation in its brief regarding 2023 accordingly.

water right to which the holder is entitled, to be deprived of water to which it otherwise may be entitled, may petition the director of the department of water resources to revoke or modify the lease." I.C. § 42-1766(1). In the context of the Water District 01 Rental Procedures it is conceivable that the statute would apply to any terms of the rentals or leases that Pocatello made from 2008-2022. In other words, if Pocatello disagreed with the "last to fill" provision that attached to such leased water, the law provided an administrative appeal process to have that grievance first heard by the Director. Although it may be odd for a lessor to file such a petition, if Pocatello truly believed the "last to fill" condition in Procedure 7.3 was causing it injury at that time, the statute provided an express administrative remedy for Pocatello to exercise. Pocatello could have petitioned for relief to ask the Director to modify the lease as to the application of Procedure 7.3. Further, had Pocatello filed such a petition and felt aggrieved by the Director's decision, the statute provided an additional administrative hearing process pursuant to section 42-1701A(3). *See* I.C. § 42-1766(2). There is no evidence in the record that Pocatello followed this statute or filed any such appeal with the Director.

In addition to section 42-1766, Pocatello also had the right to challenge any of the Watermaster's actions concerning the city's storage water allocations in the years that Pocatello alleged a deprivation of its storage. *See* Ex. 8 to *Amended Complaint* (2008, 2016, 2021). Idaho Code § 42-1701A(3) allows any person aggrieved by any action of IDWR or the Board "who has not previously been afforded an opportunity for hearing on the matter shall be entitled to a hearing before the director to contest the action." The Watermaster's storage allocations can be characterized as an "agency action" under the Idaho APA. *See* I.C. § 67-5201(4). Consequently, Pocatello is not entitled to judicial review of such actions until it exhausts the available administrative remedy, in this case a hearing before the Director. *See* I.C. §§ 67-5271(1); 42-

1701A(3). By failing to exercise its administrative remedies within the statute's required deadline, fifteen (15) days, Pocatello missed its opportunity as to its claims in 2008, 2016 and 2021. Therefore, the storage allocations are final and cannot be revisited or overturned now years later.

The Spaceholders request the Court to deny Pocatello's motion and dismiss its claims for failure to exhaust the above-referenced administrative remedies.

VII. Pocatello's Claims are Barred by the Equitable Doctrine of Waiver and Unclean Hands.

Even if the Court finds merit in any of Pocatello's claims on summary judgment, the Court can still deny relief based upon the equitable defenses of waiver and "unclean hands." As noted, Pocatello voluntarily participated in the Water District 01 Rental Pool from 2007 through 2022 (excepting 2009). *See Olenichak Aff.* at 5-7. Stated another way, Pocatello accepted the conditions in the rental pool procedures, including the "last to fill" provision in Procedure 7.3, and willingly leased a portion of its storage pursuant to those requirements.

Waiver is a "voluntary, intentional relinquishment of a known right and the party asserting the waiver must show that he acted in reasonable reliance up it and that he thereby has altered his position to his detriment." *Ada County Highway Dist. v. Total Success Investments, LLC.* 145 Idaho 360, 370 (2008) (quoting *Fullerton v. Griswold*, 142 Idaho 820, 824, 136 P.3d 291, 295 (2006)). Even if Pocatello claims a right to priority water right administration, it intentionally relinquished that right by voluntarily renting water pursuant to the Water District 01 Rental Pool Procedures. To prove the "voluntary" element of waiver, an individual must be aware of their claim of right. *Id*. If there is evidence that a party "should have known" of their claim, that may sometimes rise to the level of a waiver, but typically there must be a known and intentional relinquishment of a right. *Id*.

Secondly, there must be proof that the party acted with reasonable reliance upon that waiver and affirmatively altered their position to their detriment. *Id*. In sum, the elements of waiver include: (1) voluntary and intentional relinquishment of a known right; (2) party asserting the waiver must show that he acted in reasonable reliance on it; and (3) thereby altered his position to his detriment. Other spaceholders and the Watermaster reasonably relied upon Pocatello's waiver by distributing water pursuant to the "last to fill" provision. In other words, Pocatello's rented space was given a "last to fill" priority in conformance with the procedures and other water right holders were entitled to rely upon that administration in those years after Pocatello rented its water. As such, Pocatello effectively "waived" any right to claim otherwise after other spaceholders and the Watermaster relied upon Pocatello's voluntary participation.

Alternatively, Pocatello's requested relief in this case should be barred by the equitable doctrine of "unclean hands." The doctrine of "unclean hands" stands for "the proposition that a litigant may be denied relief by a court of equity on the ground that his conduct has been inequitable, unfair and dishonest, or fraudulent and deceitful as to the controversy in issue." *Ada County Highway Dist. v. Total Success Investments, LLC.* 145 Idaho 360, 370 (2008) (quoting *Gilbert v. Nampa Sch. Dist. No. 131*, 104 Idaho 137, 145, 657, P.2d 1, 9 (1983)). The unclean hands doctrine is not one of "absolutes." *Id*. Elements of the "unclean hands" doctrine that will be considered in the interest of equity are the conduct of the adversary, requirements of public policy, and the relation of the misconduct to the subject matter of the suit and to the defendant. *Id*.

Additionally, the Idaho Supreme Court has noted that, when determining if the "unclean hands" doctrine applies, a court has discretion to evaluate the relative conduct of both parties and determine whether the conduct of the party seeking an equitable remedy should, in the light of all

circumstances, preclude such relief. *Sword v. Sweet*, 140 Idaho 242, 251, 92 P.3d 492, 501 (2004). The Court has also noted that the misconduct must be intentional, not just negligent. *Id*; *Grazer v. Jones*, 160 Idaho 268, 273 (2016). Equitable relief may be denied if conduct has been inequitable, unfair, dishonest, fraudulent, or deceitful as to the controversy at issue. *Id.*
The elements for "unclean hands" include: (1) conduct off the adversary (2) requirements of public policy (3) relation of the misconduct to the subject matter of the suit and to the defendant (4) relative conduct of both parties.

In this matter Pocatello signed on to the Nez Perce Agreement, including the Mediator's Term Sheet, and agreed to the "last to fill" provision. *See* Exs. 1-3 to *Thompson Dec.* Pocatello's representations to the SRBA Court in 2005 must be evaluated in context with its present claims to this Court. Moreover, Pocatello voluntarily participated in the Water District 01 Rental Pool and profited from numerous rentals and leases. Pocatello never formally challenged the Rental Pool Procedures but instead readily accepted the benefit they provided. It would be patently unfair and inequitable to allow a party to profit from the procedures and then decades later claim injury from their implementation. Pocatello's intentional conduct as to this issue warrants application of the "unclean hands" doctrine to preclude relief.

CONCLUSION

For the reasons set forth above Pocatello's motion for partial summary judgment should be denied.

DATED this 16th day of November, 2023.

MARTEN LAW LLP

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Travis L. Thompson
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CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of November, 2023, the foregoing was filed electronically using the Court's e-file system, and upon such filing the following parties were served electronically.

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BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**COALITION OF CITIES' JOINDER IN CITY OF POCATELLO'S RESPONSE BRIEF TO SPACEHOLDERS' MOTION TO DISMISS**

COMES NOW, Cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and Wendell (hereafter collectively the "Coalition of Cities"), by and through their attorneys of record, and submit this *Joinder* in *City Of Pocatello's Response Brief To Spaceholders' Motion To Dismiss* ("Pocatello's Response")

Through this Joinder the Cities would like to emphasize that the arguments made in the Spaceholders' Motion that the Bureau, not WD01, allocates storage water is not only contrary to their prior positions and arguments as outlined in Pocatello's Response. But, it is a disingenuous argument that is contrary to how Water District 01 works. While the Bureau's contracts have storage "entitlement" amounts that either fill or don't fill each year, it is WD01 that allocates how much storage each contract holder has to use and in

fact did use each year.

As set forth in it's 2025 Resolutions, for instance, Water District 01 claims the following as true and as a basis for its work:

"WHEREAS, It is the watermaster's responsibility to assure the proper delivery of both natural flow and storage supplies to all water users"

WHEREAS, The watermaster from time to time finds that storage has been used in excess of entitlements; and

WHEREAS, These "excess uses" require an allocation of rental pool storage

WHEREAS, The accounting system now used by Water District 1 requires that each diversion have assigned to it a specific list of decreed, licensed, and storage entitlements; … (Ex. 1 of Declaration of McHugh filed herewith).

Furthermore, in the WD01 Rental Pool Procedures, rule 7.3 specifically has the Watermaster allocating storage for water users who have storage "entitlements" via USBR contracts and rule 9.0 has special rules on how storage allocations to Palisades Water Users will be determined and accounted for. (Ex. 2 to *Declaration of Adelheid M. Netter in Support of City of Pocatello's Motion for Summary Judgment* dated February 18th, 2025 filed in the above captioned matter).

For the reasons set forth above and in Pocatello's Response, the Motions to Dismiss should be denied.

Dated this 29th day of May, 2025.

McHUGH BROMLEY, PLLC

/s/ Candice McHugh
Candice McHugh
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I hereby certify that on this 29th day of May 2025, the foregoing was filed electronically as follows:.

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BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**DECLARATION OF MCHUGH IN SUPPORT OF COALITION OF CITIES' JOINDER IN CITY OF POCATELLO'S RESPONSE BRIEF TO SPACEHOLDERS' MOTION TO DISMISS**

I, CANDICE MCHUGH, hereby declare and state as follows:

1. I am an attorney of record for the Coalition of Cities[1] in the above-captioned matter.

2. I am over the age of 18, and I make this declaration based upon my own personal knowledge.

3. Attached hereto as Exhibit 1 is a true and correct copy of Approved Water District 2025 Resolutions that I downloaded from the Idaho Department of Water Resources' website on May, 29, 2025.

[1] Consisting of the Cities of, Bliss, Burley, Carey, Declo, Detrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and, Wendell.

I declare under penalty of perjury under the laws of the State of Idaho that the foregoing is true and correct.

Dated this 29th day of May, 2025.

McHUGH BROMLEY, PLLC

/s/ Candice McHugh
Candice McHugh
Attorney for Coalition of Cities

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of May 2025, the foregoing was filed electronically as follows:.

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2025 RESOLUTIONS

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WATER DISTRICT 1 2025 RESOLUTIONS

1. ANNUAL MEETING OF WATER DISTRICT

BE IT RESOLVED, That the annual Water District 1 meeting shall be held on the first Tuesday of March of each year unless the director and Committee of Nine should find it necessary to change the meeting date.

BE IT FURTHER RESOLVED, That the water users of Water District 1 waive mailed notice of the annual meeting and direct publication of the meeting notice for two (2) consecutive weeks in at least three newspapers located throughout the water district. Nevertheless, Water District 1 will attempt reasonable notice of the annual meeting.

BE IT FURTHER RESOLVED, that in addition to all requirements of the Idaho Open Meetings Law, the agenda for the annual meeting shall be posted on the website maintained by the Water District, so long as the website is operable, not less than forty-eight (48) hours prior to the annual meeting and all minutes of the annual meeting shall be posted on the website maintained by the Water District within a reasonable time after the annual meeting.

2. WATERMASTER

BE IT RESOLVED, That the watermaster shall use reasonable technology available to accurately distribute natural flow and storage water supplies pursuant to Chapters 6 and 8, Title 42, Idaho Code, and will use his available resources to assure that no water user or group of water users divert or use water not provided by their legal rights to the water supply; or properly supplied through leases or rentals in accordance with the rental pool procedures; that the watermaster maintain accurate records of water delivered to each water user; and

That the watermaster shall, by using available measured data and the best available estimates where data is unavailable, accurately allocate the estimated expenses of delivering water of the district to each ditch, canal company, irrigation district or other water user as provided by law; and

That the watermaster shall prepare the Annual Watermaster's Report as required by Idaho Code §42-606 and a proposed budget for the succeeding year as required by Idaho Code §42-615; and

That the watermaster shall investigate ways to expand and maintain automation where it can effectively improve management, reduce personnel costs, travel costs, or result in cost or water savings for water users of Water District 1, or assure better and more current data; and

That the watermaster of Water District 1 is hereby designated manager of the Rental Pool for the Committee of Nine; and

That the watermaster shall not deliver water to any ditch, canal company or other water user until receipt of the amount due and payable from such user is paid.

3. TREASURER

BE IT RESOLVED, That the duly elected treasurer of Water District 1 shall keep a complete, accurate and permanent record of all monies received by and disbursed for and on behalf of the district or the advisory committee. The water district treasurer shall deposit all monies of the district and advisory committee in a depository which complies with the public depository law as contained in Chapter 1, Title 57, Idaho Code; and

That before undertaking the duties of the office, the water district treasurer shall take and subscribe to an oath before an officer authorized by the laws of the state to administer oaths, to faithfully perform the duties of the office, and shall file the oath with the director of the Idaho Department of Water Resources (IDWR); and

That the water district treasurer of Water District 1 shall have the right to collect any charges due and unpaid, by civil action, said action to be brought in any court of competent jurisdiction, in the name of the water district treasurer to whom such charges are payable, and in addition to the amount found due, together with interest and costs, may also recover such sum as the court may adjudge reasonable as attorney fees in said action; and

That the water district treasurer shall only disburse monies from the water district account upon submission of a written voucher approved by the watermaster for expenses incurred for water district purposes related to the delivery of water or by voucher approved by the chairman of the advisory committee for activities pursuant to resolutions adopted by the water users from district funds or funds retained pursuant to Idaho Code §42-613A; and

That the water district treasurer shall prepare a statement of the financial affairs of the district at the end of each fiscal year and shall file the statement with the director of the IDWR; and

That in the discharge of the above duties of the treasurer, he may seek staff assistance as needed.

4. ELECTION OF WATERMASTER AND TREASURER

BE IT RESOLVED:

a. Watermaster. That Craig Chandler be elected watermaster, and be authorized to hire a full-time staff of a deputy, two assistants, a financial assistant, and such other assistants as provided by the adopted budget. The watermaster may hire additional assistants as authorized in Idaho Code §42-609, in an emergency. The watermaster shall serve for a term of one year and upon a determination of necessity therefore, an extension of that term as provided by the director of the Idaho Department of Water Resources (IDWR) for a period of time determined necessary by the director. A certified copy of the minutes containing this resolution and the oath of the watermaster shall be sent to the IDWR.

b. Treasurer. That the Treasurer shall be a current member or alternate of the Committee of Nine, and shall serve a term of one year, or until a successor is elected or appointed. The treasurer's compensation and expenses shall be set by the Committee of Nine, but not to exceed the sum provided in the 2025 Water District 1 budget. Luke Hicks is hereby elected Water District 1 Treasurer and Scott Breeding as the assistant treasurer. In the event the Treasurer is not able to fulfill duties, the assistant treasurer will be compensated.

5. BUDGET

WHEREAS, The water users of Water District 1 meeting in regular annual session find it necessary to confirm the continuation of the following "on-going" resolutions which direct the watermaster and the treasurer of the district in certain aspects of Water District 1 operations;

NOW, THEREFORE, BE IT RESOLVED, That the budget of Water District 1 adopted at the annual meeting shall become the basis for the aggregate amount to be assessed and collected from all water users in the district for the succeeding year. The actual deliveries for the past irrigation season or seasons will be the basis for the allocation of said expenses to the individual water users, canal companies, and irrigation districts. The amount assessed shall constitute a final determination of the amount due for that year, pursuant to Idaho Code § 42-612(5); and

That the treasurer shall establish and maintain a general account and shall cause all monies received to be deposited and shall make all disbursements as necessary to conduct the business of the water district; and

The budget for Water District 1 for the 2025 year beginning December 1, 2024 be as follows:

WD01 Proposed 2025 Budget

	2024 BUDGET		11/30/2024 2024 ACTUAL		2025 BUDGET	
INCOME						
ASSESSMENTS	1,512,000	1	1,508,280	1	1,512,000	1
RENTAL ADMINISTRATIVE FEE	250,000		438,208		535,000	
STREAMGAGING INCOME	136,170	2	155,060	2	158,101	2
INTEREST	55,000	3	155,096	3	81,000	3
MARKET VALUE CHANGE ON LT ACCT			38,649			
MISCELLANEOUS INCOME	4,000		3,028		4,000	
	1,957,170		**2,298,321**		**2,290,101**	
NET INCOME/LOSS	(387,910)		338,516		(110,889)	

1 Includes UV Expenses to be billed to UV users
2 Reimbursed from USBR, Fremont-Madison, Fall River Hydro, and City of Idaho Falls
3 Actual Budgetary Basis of Accounting

WD01 Proposed 2025 Budget

	2024 BUDGET	11/30/2024 2024 ACTUAL	2025 BUDGET
EXPENSES			
HYDROGRAPHERS/RIVER RIDERS/WD1			
TETON BASIN	61,000	52,938	65,000
IDAHO FALLS HYDROGRAPHER	4,200	4,032	4,600
LOWER VALLEY	10,000	6,714	10,000
HENRYS FORK	17,350	20,374	20,500
TETON RIVER	9,500	7,695	4,500
HEISE/RIGBY RIVER RIDER	19,100	17,731	19,700
BLACKFOOT	8,500	5,247	8,500
SWAN VALLEY	4,700	4,508	5,000
UPPER FALLS	5,500	4,891	5,500
WILLOW CRK	5,600	6,272	6,200
IDAHO FALLS RIVER RIDER	1,000	431	1,000
MILNER	750	0	750
TOTAL	**147,200**	**130,833**	**151,250**
WD1 TREASURER			
TREASURER SALARY	3,600	3,600	3,600
TREASURER MILEAGE	1,000	139	500
TOTAL	**4,600**	**3,739**	**4,100**
PERSONNEL EXPENSES			
RETIREMENT	23,000	22,184	25,000
PAYROLL TAXES (FICA, Medicare, SUHD)	15,600	18,074	20,000
MILEAGE	88,500	79,860	88,900
STATE INSURANCE FUND	5,800	4,163	5,800
MISC. HYDROGRAPHER EXP	2,000	1,414	2,000
MISC. PERSONNEL EXPENSES	1,200	1,180	1,200
TOTAL	**136,100**	**126,874**	**142,900**
PROGRAM EXPENSES			
AUTOMATION	1,000	480	1,000
HYDROMET O & M	60,000	51,980	60,000
STREAMGAGING	365,780	365,780	385,100
WR ACCOUNTING and MEASUREMENT EQUIP	20,000	19,714	20,000
SPECIAL MEASUREMENT EQUIPMENT			40,000
TOTAL	**446,780**	**437,953**	**506,100**
EQUIPMENT EXPENSES			
COMPUTER/OFFICE EQUIPMENT	3,000	2,518	3,000
TELEPHONE	4,200	4,410	5,040
TOTAL	**7,200**	**6,928**	**8,040**

WD01 Proposed 2025 Budget

		2024 BUDGET	11/30/2024 2024 ACTUAL	2025 BUDGET
MISCELLANEOUS EXPENSES				
	IWUA	600	555	600
	POSTAGE	1,200	1,300	1,200
	OFFICE SUPPLIES	3,000	3,369	3,500
	RECORD STORAGE	400	289	400
	BANK CHARGES	100	0	100
	AUDIT	14,600	13,600	15,500
	MEETINGS	7,000	8,702	9,000
	MISC/ CONTINGENCY DEBT WAIVED	800	413	800
TOTAL		**27,700**	**28,229**	**31,100**
WATERMASTER				
	IDWR CONTRACT	900,000	684,793	900,000
	TRAVEL	12,000	14,122	20,000
TOTAL		**912,000**	**698,915**	**920,000**
TOTAL WATER DISTRICT 1 OPERATIONS BUDGET		**1,681,580**	**1,433,471**	**1,763,490**
OTHER COMMITTEE OF NINE APPROVED EXPENDITURES				
COMMITTEE OF NINE - APPROVED BY RESOLUTION				
	ATTORNEYS	240,000	173,511	240,000
	CONSULTANTS	5,000	462	4,000
	FAMILY FARM ALLIANCE	5,000	5,000	5,000
	LEGISLATIVE INTERNSHIP	3,000	0	3,000
	CLOUDSEEDING	35,000	35,000	35,000
	IWRB CLOUDSEEDING BY AIRPLANE	200,000	189,250	200,000
	WATER EDUCATION	500	11	500
	COMMITTEE OF NINE - MEETINGS/TRAVEL	100,000	84,383	100,000
TOTAL		**588,500**	**487,618**	**587,500**
TOTAL WATER DISTRICT BUDGET		**2,270,080**	**1,921,089**	**2,350,990**
UPPER VALLEY FEES		**75,000** [4]	**38,716** [4]	**50,000** [4]
TOTAL BUDGET W/ UV FEES		**2,345,080**	**1,959,805**	**2,400,990**

4 Charges covered by the Upper Valley Water Users

6. INTERIM BUDGET

WHEREAS, Water District 1 fiscal year is December 1 and end November 30; and

WHEREAS, The annual meeting of Water District 1 at which the annual budget is adopted is the first Tuesday in March, leaving the water district to operate for just over four months without a budget.

NOW, THEREFORE, BE IT RESOLVED, By Water District 1 meeting in regular annual session, that Water District 1 adopts a continuing budget of 40% of the current annual budget for the district to operate under between November and the annual meeting.

BE IT FURTHER RESOLVED, That the continuing budget approved by Water District 1 may be amended by the Committee of Nine provided it shall reasonably represent the budget resolution the Committee of Nine will propose to the water users at the next annual meeting.

7. FILING OF ANNUAL MEETING MINUTES, BUDGET AND RESOLUTIONS

BE IT RESOLVED, That copies of the minutes of the annual meeting, the approved budget, and resolutions 2, 3, 4, 5, 6 and 7 adopted at the annual meeting of the water users of Water District 1 shall be filed with the secretary of said meeting and thereupon he shall immediately prepare and file a certified copy thereof with the director of the Idaho Department of Water Resources and a certified copy with the county auditors of Bonneville, Teton, and Fremont Counties in accordance with Idaho Code §42-612 and §42-617.

8. MINIMUM CHARGES FOR WATER DELIVERY

WHEREAS, It is the watermaster's responsibility to assure the proper delivery of both natural flow and storage supplies to all water users; and

WHEREAS, The normal water district cost of delivering water to many water users is greater than their normal assessments would be based upon their total annual use of water.

NOW, THEREFORE, BE IT RESOLVED, That the watermaster of Water District 1 is hereby authorized to assess a $100.00 minimum charge for every diversion within his jurisdiction when the pro-rated charge to the water user is less than the minimum charge.

9. SPECIAL ASSESSMENTS-UPPER VALLEY WATER USERS

WHEREAS, The water users located above Blackfoot, excluding irrigation entities which have duly and timely opted out of the upper valley legal services assessments by retaining their own individual counsel, (upper valley) have chosen to collectively retain legal counsel; and

WHEREAS, It is their desire to have the watermaster assess the upper valley water users for these legal services and other appropriate and reasonable expenses associated with representation of the collective interests in the upper valley in proportion to their water use unless an alternative method is adopted.

NOW, THEREFORE, BE IT RESOLVED, that the watermaster hereby be authorized to assess canals located above Blackfoot (excluding irrigation entities which have duly and timely opted out of the upper valley legal services assessments by retaining their own individual counsel) for legal fees and other appropriate expenses associated with representing the collective interest of the upper valley, including a Treasurer if required.

BE IT FURTHER RESOLVED, That such charges may not exceed the amount budgeted during the current year and that the assessments will be made in proportion to their water use or in a manor acceptable to and approved by representatives of the water users of the upper valley.

BE IT FURTHER RESOLVED, That the water district treasurer shall maintain said amounts in a separate account and that payment there from shall ONLY be made when authorized by the Upper Valley budget or the upper valley Committee of Nine members.

10. COOPERATIVE PROGRAM

WHEREAS, Water District 1 employee compensation has not been adequate to keep pace with inflation and other increasing costs, especially when compared to the private sector; and

WHEREAS, Engineers, hydrologists and other specialized, technical positions at Water District 1 are important for dealing with the critical water issues facing the district including the administration of the rental pool; and

WHEREAS, Water District 1 needs the ability to attract and keep sufficient new employees for these technical positions due in large part because of the wide difference in salary when compared to the private sector; and

WHEREAS, Water District 1 has previously not been allowed to adjust employee compensation due to the current Memorandum of Understanding which classifies them as “state employees”; and

WHEREAS, Due to a recent change in Idaho law which now allows Water District 1 to compensate its employees over and above the limits they would otherwise receive under the present rates for their particular classifications as state employees.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 hereby grants the authority to the Committee of Nine to create a standing Compensation/MOU Sub-Committee of the Committee of Nine to work with the Director of Idaho Department of Water Resources (IDWR), which shall then make recommendations to the Committee of Nine for its consideration to adjust employee compensation for Water District 1 employees taking into account the expertise, specialization and technical training for each employee, compared with salaries offered in the private sector, as limited by the budgeted amount for employee compensation authorized by the water users of Water District 1.

BE IT FURTHER RESOLVED, That except for the modifications described herein, the water users of Water District 1 continue the cooperative program with the IDWR as outlined in the Memorandum of Understanding originally dated March 4, 1979, and as further amended from time to time with approval by the Committee of Nine, signed by the chairman of the Committee of Nine and the director of IDWR, a copy of which is attached hereto as Exhibit A and made a part hereof as if set out at length herein.

BE IT FURTHER RESOLVED, That based upon the above criteria and the recommendations of the Compensation Sub-Committee (MOU Committee), as approved by the Committee of Nine, the water users of Water District 1 hereby authorize the following salaries of Water District 1 employees, which include the salaries and raises currently proposed by IDWR, to be effective and implemented as soon as practical but not later than IDWR implements salary adjustments, upon adoption of this Resolution by the water users:

11. WATER DISTRICT PROPERTY

BE IT RESOLVED, That the watermaster is hereby authorized to acquire, hold and dispose of such real and personal property, equipment and facilities in the name of the water district as necessary for the proper distribution of water and shall provide that all such real and personal property shall remain in the custody of the watermaster and the watermaster's successor.

12. COMMITTEE OF NINE

BE IT RESOLVED, That the Committee of Nine be designated to be the advisory committee under Idaho Code §42-605 and be continued with nine regular members selected by their respective districts and approved by the water users at the annual meeting of Water District 1. The member representing the Burley and Minidoka Irrigation Districts and the member representing the West side and East side of the Henrys Fork District shall be alternated between the two districts as they agree. Alternates for each committee member may be approved in the same manner as regular committee members at the annual meeting. Advisors to the Committee of Nine may consist of a representative from the United States Bureau of Reclamation, the Teton Basin, the AFRD #2, A & B Irrigation District, the Wyoming State Engineer, or others as approved by the Committee of Nine.

BE IT FURTHER RESOLVED, That the Committee of Nine shall elect from the regular committee members a Chairman, and Vice-Chairman for terms of two (2) years unless the position is vacated. These positions shall rotate, alternating among representatives of the following three (3) areas (each area determining which representatives shall serve as the officer from its area): Those representatives from districts below American Falls Reservoir; those representatives from districts in the Blackfoot and South Fork area; and those representatives from the Idaho Falls and Henrys Fork area. Members elected shall transition through the offices identified (except for the office of Treasurer which would rotate through the districts but not necessarily succeed to the Vice Chairman and Chairman). If at any time a member duly elected becomes unable to serve, his or her position shall be filled by a member identified as a substitute from the identified district.

BE IT FURTHER RESOLVED, That the Committee of Nine shall as needed, organize sub-committees, staffed with regular committee members or their alternates who shall make recommendations to the Committee of Nine. The United States Bureau of Reclamation representative and the Watermaster of Water District 1 shall serve as advisors to the rental pool subcommittee. The Chairman shall chair the Resolutions sub-committee. The Vice-Chairman shall chair the Rental Pool sub-committee. The Treasurer shall chair the Finance sub-committee. The sub-committees shall be staffed at the desires of the Chairman in consultation with the Vice-Chairman with the intent that each area be represented.

BE IT FURTHER RESOLVED, That in addition to all requirements of the Idaho Open Meetings Law, so long as the Water District website is operable, the notices for all regular meetings of the Committee of Nine and its subcommittees shall be posted on the website maintained by the Water District not less than five (5) days before the meeting; unless an emergency exists, the notices for all special meetings of the Committee of Nine and its subcommittees shall be posted on the website maintained by the Water District not less than twenty-four (24) hours before the meeting; agendas for all regular meetings of the Committee of Nine and its subcommittees shall be posted on the website maintained by the Water District not

less than forty-eight (48) hours before the meeting; agendas for all special meetings of the Committee of Nine and its subcommittees shall be posted on the website maintained by the Water District not less than twenty-four (24) hours before the meeting; and, all minutes of the regular and special meetings of the Committee of Nine and its subcommittees shall be posted on the website maintained by the Water District within a reasonable time after a meeting.

13. CREDENTIALS

WHEREAS, The water users of Water District 1 have historically specified that "no person be elected to membership and service on the Committee of Nine … unless he be a land owner and a water user...;" and

WHEREAS, A "Person" shall include an individual or a duly authorized person from an "Entity" which is defined as a cooperative; corporation; sole proprietorship; unincorporated association; limited liability company; partnership; trust; estate; and body politic.

NOW, THEREFORE, BE IT RESOLVED, That water users and landowners shall be defined as follows:

a. A Person who owns an irrigated farm that is comprised of more than twenty (20) irrigated acres that has a valid surface water right deliverable by the Water District 1 Watermaster; and

b. A Person who currently or in the past receives over 50 percent of his annual income from farming activities;

14. AUTHORITY OF COMMITTEE OF NINE

WHEREAS, The members of the Committee of Nine, as the water district's advisory committee, are elected to represent the general interest of the water users, and as such each Committee of Nine district shall be limited to one vote by either its regular Committee of Nine member or its approved alternate.

NOW, THEREFORE, BE IT RESOLVED, That the Committee of Nine is hereby authorized to:

a. Advise and consult with the watermaster and director on matters related to water resources management and water distribution;

b. Serve as the standing resolutions committee for all meetings of the water district;

c. Take those actions necessary to represent and protect the interests of the water users of the water district and to authorize the expenditure of additional funds when necessary;

d. Employ such legal, engineering, technical and clerical services that may be deemed necessary by the Committee of Nine to fulfill its responsibilities to the water users of the water district;

e. Make and execute such contracts and agreements as may be deemed necessary or convenient;

f. Do such other things, as the committee shall deem to be beneficial to the water users of the water district.

g. To appoint such other persons as advisors to any subcommittee as deemed necessary by the Chairman in consultation with the Vice-Chairman.

BE IT FURTHER RESOLVED, That the Committee of Nine is hereby ratified as the local committee for the rental of stored water under Idaho Code §42-1765.

15. APPROVAL OF EXPENSES BY COMMITTEE OF NINE

WHEREAS, The Committee of Nine has been selected by the water users of Water District 1 to represent their collective interests.

NOW, THEREFORE, BE IT RESOLVED, That the Committee of Nine be authorized to modify the budget and approve the expenditure of funds held by the water district for the following purposes:

a. Unanticipated expenses of the water district;

b. Necessary improvements to the water district's facilities;

c. Educational projects designed to increase public awareness in the area of water distribution, water rights and water conservation;

d. Other public projects designed to assist in the adjudication, conservation or more efficient distribution of water;

e. Involvement in legislative, legal and agency deliberations on issues identified in the resolutions and such other matters involving water quantity and quality which could affect water users of the water district, including naming the Committee of Nine as a party in legal actions involving the Endangered Species Act, the Clean Water Act, and the negotiation and administration of federal and tribal claims filed in the Snake River Basin Adjudication and settlements, and further, to expend funds as are necessary

that may exceed the budgeted amounts for such expenditures and then approved by the Committee of Nine;

f. To reimburse advisory committee members in accordance with the policy attached hereto as Exhibit B or as approved by the Committee of Nine;

g. Items authorized in resolution number 14.

16. INDEMNIFICATION OF COMMITTEE OF NINE MEMBERS

WHEREAS, The Committee of Nine has been selected by the water users of Water District 1 to represent their collective interests; and

WHEREAS, The Committee of Nine is highly involved in legislative, legal and agency deliberations on water quantity and water quality issues that could affect water users of the water district, including naming the Committee of Nine as a party in legal actions.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 authorizes the district to have the power to indemnify any person who was or is a party or is threatened to be made party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the district) by reason of the fact that he is or was a member of the Committee of Nine, an alternate, or appointee of the committee, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the district, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the district, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

BE IT FURTHER RESOLVED, That the water users of Water District 1 authorizes the district to have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the district to procure a judgment in its favor by reason of the fact that he is or was a member of the Committee of Nine, a director, officer, employee or agent of the district, or is or was serving at the request of the district as a member of the Committee of Nine, an alternate, or appointee of the committee against expenses (including attorneys' fees) actually and reasonably incurred by

him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the district and excerpts that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the district unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

BE IT FURTHER RESOLVED, That to the extent that a past or present member of the Committee of Nine, an alternate, or appointee of the committee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsection (a) or (b) hereof, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

BE IT FURTHER RESOLVED, That the water users of Water District 1 authorize the district to have the power to purchase and maintain insurance on behalf of any person who is or was a member of the Committee of Nine, an alternate, or appointee of the committee against any liability asserted against him and incurred by him in any capacity or arising out of his status as such, whether or not the district would have the power to indemnify him against such liability under the provisions of this section.

BE IT FURTHER RESOLVED, That the indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a member of the Committee of Nine, an alternate, or appointee of the committee, and shall inure to the benefit of the heirs, and personal representatives of such a person.

17. ATTORNEYS FEES

WHEREAS, The Committee of Nine has been elected and recognized as the advisory committee of Water District 1 since 1919; and

WHEREAS, Idaho Code §42-612 authorizes the water users to budget for costs of the advisory committee in implementing resolutions adopted by the water users of the district; and

WHEREAS, The funding for advisory committee expenses associated with implementing resolutions adopted by the water users for other than the payment of salary and operating expenses of the watermaster and assistants shall come from funds available pursuant to section Idaho Code §42-613A; and

WHEREAS, Idaho Code §42-619(8) provides the treasurer of the water district shall only disburse moneys from the water district account upon submission of a written voucher approved by the chairman of the advisory committee for activities pursuant to specific resolutions adopted by the water users from district funds; and

WHEREAS, The accounting of the water district would better comply with accounting standards if all legal firms hired by the Committee of Nine complied with certain standard procedures.

NOW, THEREFORE, BE IT RESOLVED, By the water users of Water District 1, that the following procedures be implemented to govern the relationship between legal firms employed by the Committee of Nine, as follows:

a. That legal firms may hereafter only be hired by the Committee of Nine at a regular or special meeting on such conditions as the Committee might prescribe in an employment contract; and

b. That legal firms shall execute an employment contract with the Committee of Nine of Water District 1 which shall list those items (resolutions) that have been previously designated as work for the Committee of Nine by that firm, which contract shall have a fee schedule for said firm's work attached; and

c. That each firm shall itemize the work accomplished on each resolution assigned to the firm and the time spent thereon during the previous billing period on its monthly statements to the Committee of Nine, and all expenses and costs advanced during the month, including the payment of filing fees and other expenses; and

d. That each firm will work on a standard hourly rate for services performed by attorneys and paralegals working on any authorized matter according to the hourly rates approved in the employment contracts. Each firm may reevaluate hourly rates as of January 1 each year but shall not increase rates without Committee of Nine approval; and

e. That for each new issue arising under existing water user resolutions that one or more of the designated firms are asked to become involved in by a Committee of Nine motion and resolution, the Committee of Nine shall, to the extent possible, designate the scope of work and desired result.

f. Prior to attorney fees exceeding budget item, pursuant to Resolution 15, Committee of Nine has the right to redirect funds from an unspent, related budget item.

18. CONTINGENCY FUND-WATER RENTALS

WHEREAS, The watermaster from time to time finds that storage has been used in excess of entitlements; and

WHEREAS, These "excess uses" require an allocation of rental pool storage; and

WHEREAS, Discussions and petitions regarding these excess storage uses can be time-consuming and can result in delays in making payments to rental pool participants.

NOW, THEREFORE, BE IT RESOLVED, That the Committee of Nine is authorized to maintain $400,000 of the funds generated through the administrative fee placed on water rentals for the purpose of assuring rental pool participants can be paid in accordance with the Water District 1 Rental Pool Procedures.

BE IT FURTHER RESOLVED, That the administrative fee for “excess uses” be $1.00 more than the stated administrative fee in the Rental Pool Procedures.

BE IT FURTHER RESOLVED, That all monies collected for excess use rental charges, plus all appropriate interest and penalties, shall be first used to replace monies spent from this account.

19. CONDITIONS TO DELIVERY OF WATER

WHEREAS, It is in the interest of all water users to have the water rights within Water District 1 delivered by priority; and

WHEREAS, The accounting system now used by Water District 1 requires that each diversion have assigned to it a specific list of decreed, licensed, and storage entitlements; and

WHEREAS, Those diversions which have no decreed, licensed or permitted water rights will necessarily be taking storage water any time a diversion takes place.

NOW, THEREFORE, BE IT RESOLVED, That no diversion under a decree, license or permit, shall be allowed unless the list of rights for that diversion are found in the watermaster's records or proper arrangements have been made to procure an adequate water supply prior to the start of the irrigation season.

20. STORAGE DIVERSION REPORTING

WHEREAS, It is the watermaster's responsibility to assure the proper distribution of natural flow to all water users; and

WHEREAS, Diversions in Water District 1 may deliver water for rentals, groundwater conversions, recharge, and for other entities not entitled to receive natural flow while the diversion's water rights are in priority; and

WHEREAS, The watermaster must have an accurate record of the daily volume of storage diverted to lands or purposes that should not be receiving natural flow to ensure that the system's natural flow is distributed accurately to all diversions;

NOW, THEREFORE, BE IT RESOLVED, That any diversion carrying storage water for purposes or lands not entitled to receive the diversion's natural flow while the diversion's natural flow water rights are in priority must report their daily volume of storage diverted to the watermaster to ensure proper natural flow distribution to Water District 1 diversions; and

BE IT FURTHER RESOLVED, That storage water for purposes or lands not entitled to receive a diversion's natural flow will not be assigned to the diversion in the Water District 1 final water right accounting if the daily storage deliveries are not reported for the diversion.

21. RENTAL POOL PROCEDURES OF COMMITTEE OF NINE

BE IT RESOLVED, That the following Water District 1 Rental Pool Procedures be approved by Water District 1 and submitted for approval by the Idaho Water Resource Board as follows:

See the Rental Pool Section.

22. WATER DISTRICT 1 POLICY POSITION

WHEREAS, Idaho is a priority doctrine state where historically water has been developed and used in the various areas of the state; and

WHEREAS, Various water policy issues may arise that could potentially impact historic water distribution patterns and water supplies in Idaho; and

WHEREAS, The water users of Water District 1 and their representatives, the Committee of Nine, advocate the following positions through future policy discussions, negotiations, and/or litigation if necessary:

a. Administration of water rights that have been or will be adjudicated in the Snake River Basin Adjudication (SRBA) must recognize traditional distribution and water management;

b. The zero minimum flow at Milner, as established in the state water plan and in General Provision no. 4 in Basin 02 of the Final Unified Decree issued in the Snake River Basin Adjudication (SRBA) be recognized as Water District 1's position, and that there can be no call for deliveries of Snake River water below Milner by downstream interests;

c. Releases of Snake River water past Milner must be consistent with state law and limited to annual arrangements approved by the Committee of Nine and the Idaho Water Resource Board;

d. Any changes in upstream water rights that would allow Snake River water to be transferred below Milner shall be by Committee of Nine agreement only or will be vigorously opposed.

NOW, THEREFORE, BE IT RESOLVED, By the water users of Water District 1, that the Committee of Nine is authorized to allocate sufficient funds to protect and defend these principles in policy discussions, negotiations, and/or litigation related to water right adjudication, administration, or water management.

23. EVAPORATION LOSSES FROM RESERVOIRS WITHIN WATER DISTRICT 1

WHEREAS, The reservoirs on the mainstem of the Snake River and its tributaries within Water District 1 are used for the storage of water for irrigation and in the distribution and delivery of natural flow and stored water to water users within Water District 1; and

WHEREAS, It is to the benefit of all water users within Water District 1 to establish a standard accounting procedure for handling evaporation losses from reservoirs within Water District 1.

NOW, THEREFORE, BE IT RESOLVED, That the total evaporation losses determined to occur from all reservoirs shall be proportionately allocated among all allottees or spaceholders receiving water from storage, without regard to the priority for storing water in the respective reservoir or its location.

BE IT FURTHER RESOLVED, That this resolution be recommended to the watermaster of Water District 1 and the director of the Idaho Department of Water Resources for implementation of these accounting procedures.

24. RECHARGE

WHEREAS, Water levels in the Eastern Snake Plain Aquifer (ESPA), as well as surface water flows, have declined over the past several years due to changes in irrigation delivery operations and practices, drought, and groundwater pumping; and

WHEREAS, These declining water levels and surface water flows may be improved by managed recharge at various locations on the Snake River Plain as determined by the ESPA model and recharge study; and

WHEREAS, Managed recharge is recharge of the ESPA by authorized diversion and use of storage or natural flow water rights in existing irrigation delivery facilities or other designated facilities; and

WHEREAS, At the present time, recharge facilities are available to accommodate recharge to ESPA within Water District 1.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support continued efforts and funding to identify and implement the most effective managed aquifer recharge sites and projects, which would, replenish ground water levels and surface and spring flows.

BE IT FURTHER RESOLVED, That the water users of Water District 1 support recharge and are ready, willing and able to provide facilities to commence recharge upon clearly defined recommendations or proposals from the state of Idaho and Idaho Water Resource Board (IWRB).

BE IT FURTHER RESOLVED, That the water users of Water District 1 support and urge the IWRB to work with the Committee of Nine, canal companies and irrigation districts on management of the recharge component of the ESPA Comprehensive Aquifer Management Plan.

25. IWRB COMPREHENSIVE AQUIFER MANAGEMENT PLAN (CAMP)

WHEREAS, In 2006 the Idaho Legislature passed Senate Concurrent Resolution No. 136 requesting the Idaho Water Resource Board (IWRB) to prepare and submit a CAMP for the Eastern Snake Plain Aquifer (ESPA); and

WHEREAS, The IWRB with the assistance of Idaho Department of Water Resources and a stakeholder advisory committee completed the CAMP and IWRB approved it on January 29, 2009; and

WHEREAS, The stated goal of the CAMP is to "Sustain the economic viability and social and environmental health of the Eastern Snake Plain by adaptively managing a balance between water use and supplies"; and

WHEREAS, The objectives of the CAMP are to: 1) increase predictability for water users by managing for a reliable supply; 2) create alternatives to administrative curtailment; 3) manage overall demand for water within the Eastern Snake Plain; 4) increase recharge to the aquifer; and 5) reduce withdrawals from the aquifer; and

WHEREAS, The CAMP seeks to effect a total long-term water budget change in the ESPA by 600,000 acre-feet over a 20-year period, with a 200-300,000 acre-feet change within the first 10 years; and

WHEREAS, Implementation of the CAMP and its proposed actions is dependent upon adequate funding, including funding from the state of Idaho; and

WHEREAS, Many water users in Water District 1 have an interest in the sustainability of the ESPA to ensure water supplies for their water rights; and

WHEREAS, The governor of the state of Idaho, Legislative leadership of the state of Idaho, and the IWRB remains committed to the CAMP; and

WHEREAS, The Idaho Water Resource Board following the request of the Governor of the State of Idaho is developing a water resource sustainability policy; and

WHEREAS, Now is the time for all members of the CAMP, including the implementation committee members, to continue to work on a long-term funding mechanism and process for prioritizing and selecting projects on the ESPA in the future.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 continue to support IWRB's efforts in formulating and implementing the CAMP for the benefit of the ESPA, the development and implementation of the sustainability policy and support further discussions to resolve the funding issues.

BE IT FURTHER RESOLVED, That the water users of Water District 1 support and urge the state of Idaho to fund the state's portion of the CAMP for purposes of its implementation.

BE IT FURTHER RESOLVED, That the water users of Water District 1 support and urge the IWRB to work with the Committee of Nine and water users of Water District 1 on development and implementation of projects.

26. CONTINUED SURFACE WATER DELIVERY OPERATIONS

WHEREAS, Ground water levels and surface water flows may decline by changes to surface water delivery operations, including reduced incidental recharge; and

WHEREAS, Preventing further declining water levels and surface water flows may be accomplished by supporting continued surface water delivery operations, including continued incidental recharge from these operations; and

WHEREAS, Water users in Water District 1 may take actions to improve surface water delivery operations, including implementing conservation or efficiency measures.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support continued surface water delivery operations, including incidental recharge from these operations.

BE IT FURTHER RESOLVED, That the water users of Water District 1 recognize a water delivery entity's right to change surface water delivery operations, including implementing conservation or efficiency measures.

27. USBR OPERATION & MAINTENANCE (O&M) ACTIVITIES

WHEREAS, The United States Bureau of Reclamation (USBR) operates and maintains important water supply and hydropower facilities throughout Water District 1; and

WHEREAS, Such facilities are aging and may be in need of major maintenance or restoration activities and, in some cases, the high costs of completing these maintenance projects are compounded by governmental, environmental, or endangered species requirements; and

WHEREAS, The USBR plans, budgets, manages, allocates and passes the costs of project O&M and extraordinary maintenance or restoration activities on to spaceholders without significant involvement from the project beneficiaries.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 urge the USBR to:

a. Work with spaceholders in formulating O&M budgets and planning for extraordinary maintenance or restoration activities on applicable facilities well in advance of actual expenditures;

b. Account for and explain to spaceholders, actual O&M costs incurred for each applicable facility, including budget comparisons and other detailed cost accounting analysis as requested by spaceholders;

c. Work with spaceholders on planning, budgeting, bidding, and managing extraordinary maintenance and renovation activities on applicable facilities in order to contain costs and maximize benefits;

d. Work with Congress and the Administration to obtain alternative funding sources to assist spaceholders in covering the added costs of complying with environmental, species protection laws in maintaining and restoring USBR facilities in the West;

e. Encourage the USBR to only include those costs associated with the actual delivery of water to agricultural purposes in the O&M budgets which are billed to agricultural water users.

f. Develop timely and efficient processes to allocate funds through grant and/or loan programs, including those made available through the Infrastructure Investments and Jobs Act of 2021.

28. RIRIE RESERVOIR FLOOD CONTROL RULE CURVES

WHEREAS, The flood control rule curves for Ririe Reservoir were developed prior to the time Ririe storage space was contracted; and

WHEREAS, The storage space in Ririe Reservoir is now contracted to Mitigation, Inc., an entity formed to mitigate the impacts to Upper Snake water users including but not limited to the advancement of water right priority date from 1891 to 1867 pursuant to water right number 01-10223 caused by the 1990 Fort Hall Indian Water Rights Agreement, and contracted space has proven to be unreliable and difficult to fill; and

WHEREAS, Pursuant to the United States Army Corp of Engineers' (USACE) Standing Operating Procedures Reservoir Regulation: Ririe Dam the enacting legislation allows for modification of flood control rule curves as additional information becomes available; and

WHEREAS, The Standard Operating Procedures state the flood control objective of Ririe Dam is "to provide adequate storage space in the reservoir to regulate stream flow downstream insofar as possible to a non-damaging level, and yet still provide a near full reservoir at the end of the flood season for irrigation and other project purposes"; and

WHEREAS, Conditions in the Willow Creek basin have changed since the flood control rule curves were developed, including the establishment of an annual maintenance schedule to keep Willow Creek Canal, Sand Creek Canal and the Willow Creek Floodway channel free of ice during the winter; and

WHEREAS, The current flood control rule curve does not reliably represent current or updated hydrologic conditions on Willow Creek; and

WHEREAS, The Standard Operating Procedures require cooperation between the United States Bureau of Reclamation (USBR), USACE, Idaho Department of Water Resources, the Water District 1 Watermaster, water users, fish & game, local interests and others to provide maximum benefits for the region; and

WHEREAS, The water users of Water District 1 are dependent upon available water supplies and adjusting the flood control rule curves would increase the reliability of contracted storage supplies in Ririe Reservoir; and

WHEREAS, The USBR and USACE have completed the Phase 1 and Phase 2 studies, which have shown how the re-evaluation of winter flood control operations could retain flood control benefits while also providing valuable storage benefits during some years; and

WHEREAS, The USBR has completed a 2014 Environmental Assessment Ririe Winter Storage Study for Ririe Dam and Reservoir, which compares No Action to Alternative 1 with a finding of no adverse natural resource or socioeconomic impact.

WHEREAS, Legislation passed Congress (WIIN Act of 2016) to improve and update the Ririe Reservoir winter Flood Control Rule Curves to improve the water supplies of the water users, and

WHEREAS, USBR Dam safety studies and modifications show that water could be safely stored during winter with only a minor modification; and

WHEREAS, Mitigation, Inc. has signed a MOA with the USACE and paid the USACE $480,000 to conduct a proposal review for Ririe Reservoir.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 encourage the USBR and the USACE to change the flood control rule curves based on the hydrologic analysis completed during the USBR 2009 study to better

match the current conditions in the Willow Creek basin and to allow for a more dependable contracted storage supply in Water District 1 and providing for full mitigation of the impacts resulting from the 1990 Fort Hall Indian Water Rights Agreement;

BE IT FURTHER RESOLVED, That the water users of Water District 1 supports changing, including reauthorization legislation if necessary, the Ririe Reservoir Project to properly balance Ririe Reservoir water and irrigation supplies with adequate flood control operations.

BE IT FURTHER RESOLVED, That the water users of Water District 1 encourage the Idaho Water Users Association and the Idaho State Legislature to support Water District 1 efforts to change the Ririe Reservoir Flood Control Rule Curves.

29. RESERVOIR & RIVER OPERATIONS

WHEREAS, The Committee of Nine has formed a reservoir and river coordination sub-committee, with the acceptance of the United States Bureau of Reclamation (USBR), to meet with and receive updates on winter releases at Palisades Reservoir and operations and release at Jackson Lake Reservoir; and

WHEREAS, The fill of Jackon Lake and Palisades Reservoirs is critical to the overall operations of Water District 1's canal companies and irrigation districts; and

WHEREAS, The State of Idaho and Water District 1 recognizes that power production and use of power head is subordinate to irrigation storage rights; and

WHEREAS, Concerns have been raised over the USBR's winter operations at Palisades Reservoir and the effect those operations have on the availability of water for all uses including flow augmentation, as well as releases and operations at Jackson Lake Reservoir; and

WHEREAS, The past operations have shown additional involvement and discussion of sub-committee members may provide additional information necessary for successful fill operations in Jackson Lake and Palisades Reservoirs.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 urge the USBR to incorporate recommendations from the sub-committee to the fullest extent possible consistent with other governing requirements to ensure a fill of Jackson Lake and Palisades Reservoirs.

30. SUPPORT OF OPERATIONS FORUM UNDER– 2009 REAFFIRMATION AGREEMENT OF THE SWAN FALLS SETTLEMENT

WHEREAS, The Upper Snake River Advisory Committee (Operations Forum) was created in 2011 pursuant to the further Swan Falls Settlement Agreements in the SRBA in order to address more efficient river and reservoir operations in Water District 1; and

WHEREAS, The Operations Forum is comprised of representatives from the State and major stakeholders which own storage waters, natural flow waters and power rights at and above Milner Dam in Water District 1; and

WHEREAS, The Operations Forum concept is supported by the water users of Water District 1 provided the water users rights are fully protected; and

WHEREAS, The Operations Forum does not supersede existing water rights of decreed or storage reservoir rights to maximize water supplies in the upper snake river.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support the Operations Forum created pursuant to the 2009 Reaffirmation Agreement of the Swan Falls Settlement Agreements in the SRBA and authorize designated Water District 1 members to attend and fully participate in the meetings of the Operations Forum.

BE IT FURTHER RESOLVED, That the duly designated Water District 1 members to the Operations Forum shall have no authority to bind water users of Water District 1 or the Committee of Nine without the express written authorization of the Committee of Nine or the water users of water users of Water District 1 through resolution.

31. USBR PROPOSED CHANGES TO RECLAMATION MANUAL

WHEREAS, In 2011 the United States Bureau of Reclamation (USBR) began a process to revise and make changes to certain policy's in its Reclamation Manual as set forth in PEC 09, PEC 05, PEC 09-01, and PEC 05-01; and

WHEREAS, USBR asserts that water used for "irrigation" purposes must meet a criteria of commercial agricultural use on over 10 acres; and

WHEREAS, USBR's draft policies and its implementation may adversely affect existing water use under existing contracts between water users in Water District 1 and USBR; and

WHEREAS, USBR'S draft policies may not be in accord with existing state law, concerning land and water use.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 oppose any effort by USBR to adopt or implement new policies that would adversely affect the water users' interests, including the use of their storage water rights.

32. STATE OF IDAHO INVASIVE SPECIES PROGRAM

WHEREAS, Invasive species pose a threat to the State of Idaho, its natural resources, and local economies; and

WHEREAS, Invasive aquatic species like Quagga and Zebra mussels, are especially threatening to the State of Idaho's waterways, water users, and its agricultural economy; and

WHEREAS, Infestations of Quagga mussels were documented in southern Idaho in 2023 and again in 2024, and infestations of other invasive species are well documented in other states throughout the country, notably the lower Colorado River basin; and

WHEREAS, These species were also recently found in waterbodies in the State of Montana, which poses a particular concern to Idaho water users; and

WHEREAS, The Idaho Legislature enacted the "Idaho Invasive Species Act of 2008" to assist in prevention, early detection, rapid response and eradication of invasive species; and

WHEREAS, The Western Governors' Association launched the Western Invasive Species Council to coordinate a more aggressive and cohesive strategy for invasive species management that includes prevention, monitoring, control and eradication; and

WHEREAS, Maintaining and even enhancing the existing level of preventive and protective measures implemented by the State of Idaho is vital to all Idaho water users; and

WHEREAS, Supporting and coordinating efforts to prevent the spread of invasive species, especially aquatic invasive species, benefits all Idaho water users.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 supports the State of Idaho's invasive species program and local initiatives to

prevent the infestation and spread of invasive species, especially aquatic invasive species.

BE IT FURTHER RESOLVED, That the water users of Water District 1 supports continued legislative funding of the Idaho State Department of Agriculture's program and prevention strategy, including watercraft inspection, monitoring surveys, and outreach/education to boaters.

BE IT FURTHER RESOLVED, That the water users of Water District 1 support the current inspection and prevention programs, as well as enhancement of such programs to protect Idaho's waterways.

BE IT FURTHER RESOLVED, That the water users of Water District 1 urge and support coordinated efforts between the states and federal agencies to eradicate aquatic invasive species and prevent their spread to the State of Idaho.

33. CLOUD SEEDING

WHEREAS, The water resources of the Snake River Basin (both surface and ground) are being stressed by drought, population growth, and increasing demands by agriculture, cities, and recreational activities; and

WHEREAS, Cloud seeding is a water management tool that can augment water supplies for all citizens of Idaho; and

WHEREAS, Water District 1, irrigation districts and canal companies and counties financially supported the cloud seeding program of the High Country Resource Conservation and Development Council (RC&D); and

WHEREAS, the Idaho Water Resource Board in partnership with Idaho Power Company has initiated a cloud seeding program in cooperation with High Country RC&D.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 strongly encourage and support Idaho Power, the Idaho Water Resource Board and the RC&D Council efforts covering the Snake River Basin area in Water District 1 to develop, operate, maintain, and fund a coordinated, scientifically based cloud seeding program during the winter time for the watershed areas of the Snake River including the Henrys Fork and its tributaries.

BE IT FURTHER RESOLVED, That Water District 1 participate with the RC&D Councils by including a budget item for cloud seeding of at least 1/3 of the cost up to $35,000 (to be reviewed annually) with the balance of program costs coming from the RC&D Councils.

BE IT FURTHER RESOLVED, That Water District 1 participate with the Idaho Water Resource Board by including an additional budget item for cloud seeding of up to $200,000 (to be reviewed annually) to support the cloud seeding program operated by Idaho Power in cooperation with the Idaho Water Resource Board with the balance of the program costs coming from the Board or other participants.

BE IT FURTHER RESOLVED, That a copy of this resolution be sent to the High Country, Three Rivers, Mid-Snake, and Wood River RC&D Councils, the Idaho Water Resource Board and Idaho Power Company.

34. WATER MONITORING EXPENSES

WHEREAS, The Idaho Department of Water Resources (IDWR) incurs expenses for monitoring conditions of the Eastern Snake Plain Aquifer (ESPA), updating the ESPA ground water model, updating surface water modeling tools, and updating accounting for water rights; and

WHEREAS, Such tools are essential for water administration for the waters of the state and benefit all residents of the state; and

WHEREAS, Water users recognize that diversions in excess of the water actually consumed occur with most uses, and such excess water becomes the source or a portion of the source of another water right.

NOW, THEREFORE, BE IT RESOLVED, That because the efforts, models and tools of the IDWR are essential to water administration, and beneficial to the entire state of Idaho, the expenses of such efforts should be borne from the general fund of the state.

35. ADDITIONAL STORAGE

WHEREAS, Water is the most precious natural resource of the state of Idaho; and

WHEREAS, Water users of Water District 1 have been experiencing shortages in water availability and deliveries in recent years; and

WHEREAS, Continued, unprecedented drought, population growth and urban development, conjunctive administration, Endangered Species Act requirements and other additional demands are being placed on the already scarce water resources of the state; and

WHEREAS, Idaho stores a small percentage of its annual run-off in comparison with other states; and

WHEREAS, Additional storage would be beneficial for water users of Water District 1 for irrigation, domestic, municipal, commercial, industrial, recreation, flood control, resident fisheries, wildlife and other purposes; and

WHEREAS, New storage reservoirs can take many years to plan, design and construct; and

WHEREAS, additional storage, including at the Teton Dam, Minidoka Dam enlargement, Jackson Lake Dam, Twin Springs Dam, Galloway Dam and Lost Valley Dam were initially identified that could be constructed); and

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 encourage the IDWR and the Idaho Water Resource Board, in cooperation with other interested Federal and State agencies, local governments, water users and other citizens, to study potential storage projects, identify those that have the most benefit to the state of Idaho, and develop funding strategies to move forward with the planning, design and construction of those projects.

BE IT FURTHER RESOLVED, That the water users of Water District 1 urge the Governor and Legislature of the state of Idaho to allocate state funding and commit additional resources as necessary to assist in carrying out these objectives.

36. IDWR FUNDING

WHEREAS, State funding for the Idaho Department of Water Resources (IDWR), including a continued appropriation for the Idaho Water Resource Board, has not been adequate to keep pace with inflation and other increasing costs, especially when compared to other state agencies and the private sector; and

WHEREAS, Engineers, hydrologists and other specialized, technical positions at the IDWR are important for dealing with the critical water issues facing the state of Idaho, including urbanization, conjunctive administration and environmental demands; and

WHEREAS, The IDWR has lost several valuable employees and struggles to attract and keep sufficient new employees for these technical positions due in large part because of the wide difference in salary when compared to other state agencies and the private sector; and

WHEREAS, Unless the IDWR is adequately funded it cannot carry out its mandated responsibilities or shoulder new responsibilities as the water resources of the state become more valuable and scarce.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support adequate funding for the IDWR, in order to fulfill its mandated responsibilities.

37. ENDANGERED SPECIES ACT

WHEREAS, The Federal Endangered Species Act (ESA) is designed to maintain endangered or threatened species through artificial propagation; and

WHEREAS, Special interest groups use the ESA to obstruct beneficial water resource projects; and

WHEREAS, The appropriate federal agencies do not adequately or appropriately administer the ESA; and

WHEREAS, Recovery plans for threatened and endangered species is a federal obligation but can be delegated to or developed in cooperation with states.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support revision and amendment of the ESA to:

a. Require simultaneous recovery plans with listing decisions;

b. Require that the agency specify only reasonable and prudent alternatives contained in approved recovery plans if alternatives are needed to avoid jeopardy;

c. Require the agency to include economic considerations as well as scientific data in a determination of the value of listing a species for either threatened or endangered status;

d. Provide that cooperative agreements between federal, state, or local agencies, and water supply entities shall be deemed a substitute for listing for habitat conservation or recovery plans;

e. Preclude the Secretary of Interior from designating by regulation waters to which the United States exercises sovereignty as critical habitat that would impact non-federal waters or entities;

f. No provision or program of the ESA shall be construed or applied to authorize a taking or deprivation of any state created interest in water or water right.

38. ESA PETITIONS / PROGRAMS

WHEREAS, Certain species and plants have been listed or petitioned for listing under the ESA that could affect water use in Water District 1, including but not limited to stocks of Snake River salmon and steelhead, Yellowstone cutthroat trout, Western Yellow-billed cuckoo, and various snails; and

WHEREAS, Such federal listings and associated programs including critical habitat designations, hatchery policies, and studies could threaten water diversion, storage, and use operations in the Upper Snake River Basin; and

WHEREAS, The consequences of such federal actions and listings could be devastating to Water District 1 water users and the agricultural economy of the State of Idaho.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 oppose ESA listings, petitions to list, programs, and litigation that could negatively impact water use and operations in the Upper Snake River Basin;

BE IT FURTHER RESOLVED, That the water users of Water District 1 support petitions to delist plant and animal species, including various Snake River snails, and oppose litigation that would seek to overturn any de-listing rules issued by the U.S. Fish Wildlife Service or NOAA Fisheries;

BE IT FURTHER RESOLVED, That the water users of Water District 1 coordinate with the State of Idaho Office of Species Conservation and continue to monitor and participate in any federal or state processes concerning listed plants and species that could affect water diversion, storage, and use in the Upper Snake River Basin.

39. FCRPS / CRSO LITIGATION

WHEREAS, National Oceanic and Atmospheric Administration Marine Fisheries Service (NOAA Fisheries) previously released various biological opinions on the Federal Columbia River Power System (FCRPS) regarding Snake River and Columbia River anadromous fish that have been subject to litigation; and

WHEREAS, NOAA Fisheries and the federal action agencies recently completed a final Environmental Impact Statement (FEIS) and Record of Decision (ROD) and companion biological opinion for continued operations of the Columbia River System Operations (CRSO); and

WHEREAS, various groups recently filed an amended complaint challenging the FEIS and ROD and those groups are seeking declaratory and injunctive relief regarding the operations of the federal dams; and

WHEREAS, The water users of Water District 1 do not agree that United States Bureau of Reclamation's (USBR) Upper Snake River Basin Projects are operated as part of the FCRPS or CRSO; and

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 oppose any attempt to combine the separate ESA consultations for the FCRPS or CRSO and the USBR's Upper Snake River Basin Projects.

BE IT FURTHER RESOLVED, That the water users of Water District 1 oppose any further efforts by NOAA Fisheries or the plaintiffs to impose any further requirements that might directly or indirectly affect water storage or use in the Upper Snake River Basin. including any attempts to require additional flow augmentation contrary to the terms of the Nez Perce Snake River Water Rights Settlement.

BE IT FURTHER RESOLVED, That the water users of Water District 1 support the existing 2020 CRSO-EIS and ROD, and the Federal Columbia River Power System operations which do not negatively impact the Congressionally authorized purposes of the projects including hydropower, navigation and irrigation.

BE IT FURTHER RESOLVED, That the water users of Water District 1 oppose any requests for injunctive or other relief that would result in flow augmentation from the Upper Snake River Basin.

BE IT FURTHER RESOLVED, That the water users of Water District 1 oppose the removal of any of the lower Snake and Columbia River dams.

BE IT FURTHER RESOLVED, That the water users of Water District 1 monitor and participate in the 2020 CRSO-EIS and ROD litigation as necessary to ensure their interests are adequately protected.

40. CLEAN WATER ACT

WHEREAS, The United States Congress is presently considering reauthorization of the Clean Water Act (CWA); and

WHEREAS, Such reauthorization may significantly impact the water users in Water District 1; and

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 urge Congress and the administration to incorporate the following principles in any activities regarding the CWA, including promulgation of any regulations or agency guidance:

a. That neither the United States Army Corps of Engineers (USACE) nor (EPA) nor any other federal agency or officer shall utilize any provision or program under the CWA to allocate or reallocate water quantity under water rights acquired pursuant to state law as part of any program that seeks to require specified levels of assimilative capacity, dilution water or instream flows;

b. No provision or program of the CWA shall be construed or applied to authorize a taking of any interest in water created pursuant to state law;

c. That section 404 protections and allowances for water dependent activities should be expanded, particularly with regard to permitting for facilities, which are related to the exercise of state created water rights. Section 404 should continue to include the de minimus exception to the "discharge of dredged material" and the exemption of "incidental fallback";

d. The USACE should adopt simplified procedures for issuing general and nationwide permits and for transferring 404 permit authority to states. Certain categories of water such as headwaters, isolated waters, and certain intrastate waters should be excluded from permit requirements;

e. The USACE or EPA may not prohibit or in any way restrict or condition water diversions, depletions, or the consumptive use of water or water rights, which are authorized or decreed under state law;

f. Section 404 and wetland jurisdiction should be limited so that it does not apply to water surfaces and water related vegetation areas created artificially incidental to irrigation, hydropower and water supply projects. Any new rules or regulations or amendment of existing rules or regulations that are promulgated by EPA or the USACE regarding their authority over "waters of the United States," should expressly acknowledge the term "navigable" as directed by the United States Supreme Court in *Solid Waste Agency of Northern Cook County v. Corp.* and *Rapanos v. United States*;

g. Reasonable best management practices should be incorporated in the law as the programs to be pursued for non-point sources;

h. Maintain the provisions of the CWA that exempt irrigation delivery or conveyance systems and return flows from point source regulation. Existing non-point sources shall remain as non-point sources under any program adopted under the CWA. Entities owning such irrigation delivery or conveyance facilities shall be permitted to control or regulate the quality of such return flows and to develop cooperative programs with water users;

i. That any proposed total maximum daily loads regulation should be subject to public review and comment as provided for by state law before implementation;

j. Water contained in canals, laterals, pipes, and drain ditches, seep tiles, and other irrigation and water delivery facilities should not be considered "waters of the United States" by EPA, the USACE, Idaho Department of Environmental Quality and other federal and state agencies and the agencies should clarify that a 404 permit is not required for the discharge of dredge or fill material into irrigation ditches, canals, laterals and drains that are constructed and used for irrigation or drainage purposes;

k. That neither the USACE nor EPA nor any other federal agency or officer shall utilize any provision or program under the CWA to require National Pollutant Discharge Elimination System (NPDES) or Idaho Pollutant Discharge Elimination System (IDPES) permits for inter- or intra-basin water transfers and that the agencies adopt regulations exempting such water transfers from NPDES permits.

l. That EPA should clarify that application of pesticides and aquatic herbicides directly to "waters of the United States" consistent with the FIFRA label to control pests that are present in or present over such waters, including aquatic weeds, is not subject to permit requirements under the CWA or state law.

41. WATER QUALITY STANDARDS / TMDLS / ANTIDEGRADATION RULES / IPDES PROGRAM – UPPER SNAKE RIVER BASIN

WHEREAS, The Clean Water Act provides for the state of Idaho, through the Idaho Department of Environmental Quality, and the Shoshone-Bannock Tribes, to formulate water quality standards for various water bodies, and for impaired waters, total maximum daily loads (TMDLs) and implementation plans; and

WHEREAS, The adoption of water quality standards, TMDLs, and antidegradation rules, including litigation over the same, may impact water distribution and storage operations in Water District 1; and

WHEREAS, the State of Idaho, through the Department of Environmental Quality (DEQ) obtained EPA approval of its August 31, 2016 primacy application to take over the issuance and monitoring of pollutant discharge elimination system permits , which shall be completely transferred to DEQ by July 1, 2021.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 seek to continue the water distribution and storage operations that they have relied upon for their livelihoods, while at the same time working with state and tribal agencies to help address water quality issues in the Upper Snake River Basin.

BE IT FURTHER RESOLVED, That the water users of Water District 1 oppose any state, federal, or tribal water quality regulations, plans, policies, or permits that would negatively impact water distribution and storage operations in Water District 1, including impacts to the water users' water rights and spaceholder contracts.

BE IT FURTHER RESOVLED, That the water users of Water District 1 oppose any litigation by third parties that would seek to change any water quality regulations or plans, policies, permits, including antidegradation rules, that would negatively impact the water users' water rights and spaceholder contracts.

42. HYDROELECTRIC PROJECT RELICENSING (Hells Canyon Complex and other facilities)

WHEREAS, The Idaho Power Company and other utilities that supply electricity to water users in Water District 1 are currently in the process of relicensing various hydroelectric projects, including the Hells Canyon Complex; and

WHEREAS, Water users in Water District 1 rely upon a firm supply of power from the Idaho Power Company and other utilities; and

WHEREAS, The Hells Canyon Complex supplies approximately 70% of the hydroelectric power generated by the Idaho Power Company; and

WHEREAS, The State of Oregon previously asserted that it has authority to require passage or reintroduction of salmon and steelhead above the Hells Canyon Complex as part of any Section 401 certification under the Clean Water Act necessary for relicensing; and

WHEREAS, The State of Idaho opposes reintroduction and has passed legislation requiring the approval of both the legislature and the governor before introduction or reintroduction of species will be permitted in the State of Idaho and its waters; and

WHEREAS, The State of Oregon's position on passage had the potential to result in litigation; and

WHEREAS, fish passage is not an appropriate condition of a state's Section 401 water quality certification; and

WHEREAS, The State of Idaho, the State of Oregon, and Idaho Power Company recently reached a settlement for each state's Section 401 water quality certification that does not require passage, introduction, or reintroduction of listed salmon and steelhead above the Hells Canyon Complex in Idaho

NOW, THEREFORE, BE IT RESOLVED, That the water users in Water District 1 are opposed to passage, introduction or reintroduction of salmon, steelhead, and other species above the Hells Canyon Complex of hydroelectric dams on terms other that those provided for in the recent settlement.

BE IT FURTHER RESOLVED, That the water users of Water District 1 urge the Federal Energy Regulatory Commission (FERC), the state of Idaho and the Idaho Power Company to oppose passage, introduction or reintroduction of the species above the Hells Canyon Complex, or any study of dam removal at Hells Canyon or other locations within the state of Idaho that is inconsistent with the terms of the recent settlement.

BE IT FURTHER RESOLVED, That the water users of Water District 1 oppose all efforts by individuals, special interests groups, state or federal agencies and tribal groups to require introduction or reintroduction of salmon and steelhead above Hells Canyon Dam, or implementation of minimum flows as part of any water quality certification or any other state authorization.

BE IT FURTHER RESOLVED, That the water users of Water District 1 support the recent settlement concerning the Idaho and Oregon Section 401 water quality certifications and urge the FERC to re-license the Hells Canyon Complex so long as the license continues to require that the water rights for said complex are subordinated to all upstream beneficial uses.

43. FAMILY FARM ALLIANCE

WHEREAS, The Family Farm Alliance is a national grass roots organization dedicated to supporting agriculture and water users both in Idaho and across the nation; and

WHEREAS, The Family Farm Alliance participates in lobbying Congress and raising awareness as to important agricultural issues, including water supply and water projects in Idaho.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 include a budget item to support participation in the Family Farm Alliance and support the Committee of Nine appointment of a person to represent the interests of Water District 1 to the Family Farm Alliance.

44. LEGISLATIVE INTERNSHIP

WHEREAS, The Idaho Water Users Association (IWUA) sponsors a legislative intern; and

WHEREAS, Water District 1 has helped support and sponsor a legislative intern through cooperation with IWUA in the past.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support IWUA's legislative internship program by including a budget item to help sponsor a legislative intern.

45. WATER SAFETY

WHEREAS, Water District 1 has previously provided support for the state Otto Otter Program and other water safety education programs; and

WHEREAS, The Idaho Water Users Association (IWUA) has a water safety program including financial support for media awareness in Idaho; and

WHEREAS, Water Safety is an ongoing concern.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support water safety and education throughout Idaho.

46. BLACKFOOT RIVER EQUITABLE ADJUSTMENT SETTLEMENT AGREEMENT

WHEREAS, The 1990 Fort Hall Indian Water Rights Agreement was signed by and between the Shoshone-Bannock Tribes, the United States, the State of Idaho, and the Committee of Nine (Parties); and

WHEREAS, The Blackfoot River Equitable Adjustment Settlement Agreement (Agreement) was approved by the Committee of Nine and was signed by and between the Parties and sets forth the terms and conditions of the equitable adjustment provided for in paragraph x.d of water right no. 27-11375; and

WHEREAS, The Agreement is an addendum to the Partial Final Consent Decree Determining the Rights of the Shoshone-Bannock Tribes to the Use of Water in the Upper Snake River Basin dated August 2, 1995; and

WHEREAS, The Agreement calls for a Blackfoot River Water Management Plan (WMP), which has been developed and signed by the Parties to the Agreement; and

WHEREAS, The Director of the Department of Water Resources issued a *Final Order Regarding Instructions to the Watermasters for Water District Nos. 1 and 27 (ORDER)*, ordering the Watermasters of Water District Nos. 1 and 27 to administer and distribute water in their respective water districts in accordance with the provisions of the WMP, effective as of the 2014 irrigation season.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 hereby recognize the approval of the Agreement and WMP.

47. BANNOCK CREEK EQUITABLE ADJUSTMENT

WHEREAS, The 1990 Fort Hall Indian Water Rights Agreement (Agreement) was signed by and between the Shoshone-Bannock Tribes (Tribes), the United States, the State of Idaho (State), the Idaho Water Resource Board (Board), and the Committee of Nine; (Parties) and

WHEREAS, Article 7.2 of the Agreement granted the Tribes a Winters Doctrine entitlement of groundwater rights within the Reservation; and

WHEREAS, The Agreement set forth the terms and conditions of the equitable adjustment provided for in paragraph x.c of water right no. 29-12052; and

WHEREAS, The equitable adjustment in paragraph x.c of water right no. 29-12052 is part of the Partial Final Consent Decree Determining the Rights of the Tribes to the Use of Water in the Upper Snake River Basin dated August 2, 1995; and

WHEREAS, The IDAPA 37 TITLE 03 CHAPTER 11 Rules for Conjunctive Management of Surface and Ground Water Resources was enacted by the State and are applicable to Bannock Creek Basin; and

WHEREAS, The Committee of Nine has authorized the Tribal Rights Subcommittee to facilitate a resolution amongst the parties.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 with the State, Board, and ground water users within the State of Idaho to negotiate a settlement of the Bannock Creek Equitable Adjustment.

48. OPPOSITION TO CONDEMNATION OF IRRIGATION AND DRAINAGE FACILITIES AND WATER RIGHTS

WHEREAS, Canal companies, irrigation districts, and other similar organizations located within Water District 1 have provided essential, reliable and affordable delivery and drainage of irrigation water throughout history; and

WHEREAS, Cities and irrigation entities within Water District 1 have a long, proud tradition of solving complex water resource problems in a cooperative fashion for the benefit of their respective residents and water users; and

WHEREAS, Certain recent disputes have arisen between irrigation entities and municipalities in other areas of the state, prompting litigation and other problems relating to this issue; and

WHEREAS, The governmental power of eminent domain may only be exercised when taking property through condemnation is necessary for public uses, and should not be abused; and

WHEREAS, Eminent domain litigation to condemn all of the property rights and facilities of irrigation entities is an abuse of the governmental power of taking property for public uses.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 authorize the Committee of Nine to take necessary steps, and encourage and support affiliated organizations and related associations to take necessary steps, to stop and prevent the abuse of governmental power, -- at the federal, state and local levels of government -- in taking existing irrigation and drainage facilities, water rights and storage water from irrigation entities in Water District 1 and the state of Idaho through the use of eminent domain.

49. COLUMBIA RIVER TREATY

WHEREAS, The Columbia River Treaty (enacted in 1964) is an international agreement between Canada and the United States of America for the cooperative development and operation of the water resources of the Columbia River Basin for the benefit of reducing impacts from flooding and increasing power generation; and

WHEREAS, The Treaty has no end date but either party may terminate most of the provisions as early as September 2024 with a minimum ten years' written notice, which would be 2014; and

WHEREAS, Current assured flood control operating procedures ended in 2024, independent of the Treaty termination decision; and

WHEREAS, Certain issues related to flood control, ecosystem function, or changes to Columbia River and its tributaries river operations could detrimentally affect water users in Idaho, including within Water District 1.

WHEREAS, the United States and Canadian governments have engaged in negotiations since early 2018 and continue to work toward a new agreement on a modernized treaty; and

WHEREAS, the United States and Canadian governments reached an agreement in principle on the key elements for a modernized Treaty regime in July of 2024; and

WHEREAS, under the proposed new agreement, Canada's entitlement to downstream power benefits will decrease from approximately 1,140 MW to under 660 MW in the next year, with further reductions in subsequent years to rebalance power generation benefits between the two countries with Canada gaining more flexibility in managing its water resources and allowing Canada to "divert" and manage a portion of water independently, with a four-year lead time requirement to ensure stability and predictability for both nations; and

WHEREAS, the modernized treaty introduces new compensation arrangements for flood risk management (FRM) with the United States making annual payments to Canada, starting at $37.6 million in the first year after the treaty's implementation and an additional annual payment of $16.6 million to compensate Canada for "other benefits" the U.S. receives from Canadian reservoir operations, such as irrigation, navigation, and recreation.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 oppose any efforts related to the Columbia River Treaty process, including any new agreement, that would impose additional operating or flood control conditions on the Upper Snake River Basin or violate the spirit and intent of the 2004 Snake River Water Rights Settlement Agreement.

BE IT FURTHER RESOLVED, That the water users of Water District 1 participate through the Committee of Nine and its advisors in the Columbia River Treaty process to protect their water right interests in the Upper Snake River Basin.

50. NEW CONSUMPTIVE WATER USES

WHEREAS, the Eastern Snake Plain Aquifer (ESPA) has experienced declines in certain areas of the aquifer; and

WHEREAS, the decline in aquifer storage and levels has also affected spring flows and reach gains in certain reaches of the Snake River in Water District 1; and

WHEREAS, surface water users within Water District 1 have experienced water shortage conditions in various years due to reduced natural flows and storage availability; and

WHEREAS, surface water and ground water users are taking actions to rehabilitate the aquifer, including through settlement agreements and mitigation plans; and

WHEREAS, increased consumptive uses of water in and adjacent to Water District 1 including those for irrigation that increase the total number of acres authorized for irrigation from storage have the potential to further stress the water supplies of Water District 1 water users.

NOW THEREFORE BE IT RESOLVED, That the water users of Water District 1 require the Committee of Nine to develop necessary policies and rental pool procedures to address new consumptive water uses including those for irrigation that increase the total number of acres authorized for irrigation from storage that could reduce the water supply.

51. SNAKE RIVER WATER RIGHTS ACT OF 2004

WHEREAS, The Nez Perce Tribe, and the United States on behalf of the Tribe, filed several thousand water right claims in the Snake River Basin Adjudication (SRBA); and

WHEREAS, The Tribe's water rights claims threatened virtually every water right claim in the Snake River Basin; and

WHEREAS, The Term Sheet and Snake River Water Rights Act of 2004 (Settlement) resolved all of the Tribe's water right claims in the SRBA, which included: 1) a complete waiver of all instream flow claims, both on and off the reservation; 2) a complete waiver of all springs and fountains claims on private and State lands; and 3) a reserved consumptive use water right for on reservation purposes of 50,000 acre-feet; and

WHEREAS, The Settlement preserves Idaho's sovereignty over its water resources, provides critical Endangered Species Act and Clean Water Act protections for Idaho water users, protects Idaho's agricultural economy and all existing water rights while allowing for future economic development, and avoids continued litigation over the Tribe's claims; and

WHEREAS, The Settlement has widespread support from numerous industries and agricultural groups across the State of Idaho; and

WHEREAS, The Settlement was approved by the Committee of Nine; and

WHEREAS, Congress ratified and approved the Settlement through adoption of the Snake River Water Rights Act of 2004; and

WHEREAS, The Idaho State Legislature ratified and approved the Settlement and implementing legislation during the 2005 Session; and

WHEREAS, The Nez Perce Tribe approved the Settlement in 2005.

WHEREAS, the initial term of the Nez Perce Agreement expires in 2034 and water users of Water District 1 have begun initial review, analysis and conversations regarding an extension of the agreement.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 fully support the Snake River Water Rights Act of 2004 and implementation of the Term Sheet.

BE IT FURTHER RESOLVED, That the water users of Water District 1 support the rental obligations agreed upon in the Flow Augmentation Chart of the Water District 1 Rental Pool Procedures including the last to fill provisions as agreed upon in the Term Sheet.

BE IT FURTHER RESOLVED, that the water users of Water District 1 urge the water user community to begin engaging its members, the State of Idaho, Bureau of Reclamation and Nez Perce Tribe regarding a possible extension of the Agreement following its initial term.

52. REINTRODUCTION LISTED SALMON/STEELHEAD

WHEREAS, water users in the Upper Snake River Basin are actively engaged in various negotiations, discussions, meetings and other matters throughout the region concerning salmon and steelhead listed under the Endangered Species Act (ESA); and

WHEREAS, the water users of Water District 1 are represented in these forums through appointments and recommendations from the Committee of Nine; and

WHEREAS, the water users of Water District 1 have common interests with water users throughout the State of Idaho and have coordinated their efforts through the Federal Instream Flow Coalition (FIFC); and

WHEREAS, through the FIFC, water user engagement has included Columbia Basin Partnership, Columbia Basin Collaborative, the Columbia River Treaty negotiations, litigation relating to operations of the Federal Columbia River Power

System (FCRPS), relicensing efforts for the Hells Canyon Complex (HCC), efforts for salmon and steelhead reintroduction above the HCC, and other processes; and

WHEREAS, this engagement includes attending meetings, participating in workgroups, negotiations, speaking engagements and advocacy / education visits to regional and federal offices (including congressional offices, agency offices, etc.); and

WHEREAS, water users were involved in Governor Brad Little's Salmon Workgroup, which issued certain policy recommendations for the State of Idaho in December 2020, including the following policy relating to reintroduction of salmon and steelhead in Idaho

Blocked Area Fisheries: Support adult salmon and steelhead put-and-take Tribal and non-Tribal fisheries in blocked areas, consistent with Idaho State policy, through use of state allocated, non- ESA listed adults.

As used in this policy, the term "blocked areas" refers to the historical salmon and steelhead habitat above the Hells Canyon Complex, on the North Fork of the Clearwater above Dworshak Dam, and on Hangman Creek.

1. No reintroduction of ESA-listed fish to blocked areas is supported by the State of Idaho.
2. The reintroduction of non-ESA-listed fish to blocked areas must be consistent with Idaho state statutes (§67-302 and §67-818(5)), which require approval by both legislative (§67-6302) and executive branches of Idaho government (§67-818(5)) and is otherwise prohibited.
3. The reintroduction of non-ESA-listed fish to blocked areas upstream must be consistent with Idaho's and Oregon's commitments in the 401 Water Quality Certification Settlement Agreement with Idaho Power Company pertaining to the FERC Application for the HCC Re-licensing (2019 Settlement Agreement).
4. Idaho will continue to focus the following funding sources to ESA-listed fish recover and achieving mitigation objectives in connected areas: BPA's Fish and Wildlife Program, Idaho Fish Accord, NOAA's Pacific Coastal Salmon Recovery Fund (PCSRF) Program, USFWS's Lower Snake River Compensation Plan (LSRCP), and/or other federal funding sources intended to implement the 2019 FCRPS BiOp or subsequent FCRPS BiOps. The intent is to ensure recovery of stocks and to meet LSRCP mitigation objectives in connected areas with the above referenced funding sources and not diminish these efforts by diverting from the above referenced funding sources to implement put and take fisheries in blocked areas.
5. So long as the above conditions are met, Idaho supports put and take fisheries in blocked areas with the following provisions:

    a. A non-ESA listed hatchery stock must be identified and agreed upon among the parties intending to stock fish in blocked areas with state fisheries managers.

b. Locations and timing for stocking of non-ESA listed fish must be identified and agreed upon by the parties intending to stock fish in blocked areas with state fisheries managers.
c. Idaho does not support the collection or transport of any juvenile fish that may be produced by adult outplants intended for harvest in the agreed upon put and take fisheries.; and

WHERAS, continued engagement is necessary to monitor these processes and ensure water user interests are protected. For example, various groups in the above-referenced forums have proposed reintroduction of listed salmon and steelhead to parts of the Snake River and its tributaries above the Hells Canyon Complex.

NOW, THEREFORE, BE IT RESOLVED, That the water users of Water District 1 support the policy recommendations of Governor Brad Little's Salmon Workgroup; and

BE IT FURTHER RESOLVED, That the water users of Water District 1 support that any introduction of hatchery fish not impact any diversions of water within the State of Idaho; and

BE IT ALSO FURTHER RESOLVED, That the water users of Water District 1, through its representatives, continue to participate in regional forums that address listed salmon and steelhead issues in order to protect the water users' interests; and

BE IT ALSO FURTHER RESOLVED, That the water users of Water District 1, through its representatives, oppose proposals or efforts to introduce or reintroduce listed salmon and steelhead into the Upper Snake River Basin above the Hells Canyon Complex, on the North Fork of the Clearwater above Dworshak Dam, and on Hangman Creek.

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BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**REPLY IN SUPPORT OF INTERVENOR SPACEHOLDERS' MOTION TO DISMISS**

COME NOW, Intervenors Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District (hereinafter collectively referred to as "Spaceholders"), by and through their undersigned counsel of record, and hereby file this *Reply* in support of the *Motion to Dismiss and Supporting Points and Authorities* pursuant to IDAPA 37.01.01.220 and the Hearing Officer's *Order Granting Joint Motion and Amending Scheduling Order* (Apr. 4, 2025). This reply brief responds to the *City of Pocatello's Response Brief to Spaceholders' Motion to Dismiss* ("*City Br.*") filed on May 29, 2025. For the reasons set forth below, the Hearing Officer

should grant the Spaceholders' motion and dismiss the City of Pocatello's ("City" or "Pocatello") contested case as a matter of law.

ARGUMENT

I. IDWR Authority to Dismiss Contested Cases.

Pocatello claims the Hearing Officer has no statutory or regulatory authority to dismiss the present contested case. *See generally*, *City of Pocatello's Response Brief to Spaceholders' Motion to Dismiss* ("*City Br.*") at 7-8. However, the City fails to recognize that the Hearing Officer will ultimately issue either a "recommended" or "preliminary" order for the Director's consideration. *See* Idaho Code §§ 67-5243; 67-5244; 67-5245; IDAPA 37.01.01.720 and 730. Contrary to the City's argument, IDWR's Director has authority to dismiss contested cases pursuant to this procedure, including on the recommendation of a Hearing Officer.[1] Although section 42-1701A(3) provides the right for an aggrieved person to file a petition and request a hearing, it does not mean the Department has no authority to resolve the petition as a matter of law and ultimately dismiss the case. In other words, the statute does not require holding an administrative hearing in a contested case if there is no legal basis for it after considering the applicable facts and law. Further, the City admits the Hearing Officer can issue an order on a motion for summary judgment pursuant to Department Rule 220.03. *See City Br.* at 8. Further, questions of justiciability are appropriate to be resolved as a matter of law.

The Spaceholders filed their motion pursuant to Rules 56, 12(b)(6), and 12(b)(7). *See Spaceholders' Motion* at 1. Accordingly, the Hearing Officer has the authority to review the extra-pleading materials and recommend the Director dismiss the case as a matter of law

[1] The Idaho Department of Water Resources has previously dismissed contested cases as a matter of law. *See generally*, *Order Dismissing Petition for Administration* (Docket No. CM-DC-2017-001, June 7, 2017); *Final Order Dismissing Delivery Calls* (Docket No. CM-DC-2015-001; 2015-002, June 22, 2016).

pursuant to a summary judgment standard. *See Paslay v. A&B Irr. Dist.*, 162 Idaho 866, 869, 406 P.3d 878, 881 (2017). The City admittedly filed a Rule 56 motion as well.

II. U.S. Bureau of Reclamation Role / Res Judicata / Waiver / Judicial Estoppel

The City alleges the Spaceholders' prior position and outcome of the district court case (CV-42-23-1668) bars their present motion to dismiss on various equitable theories. *See City Br.* at 9-13. Each of these arguments fails and should be denied. Moreover, the City's characterization of the term "allocation" is overly broad and does not capture the entire process regarding the administration of storage water rights and how available storage water is further allocated to spaceholders in the Upper Snake River Basin reservoir system each year. The City oversimplifies the matter and wrongly alleges that it only involves Water District 01, the Idaho Water Resource Board, and the Director. In making this argument the City essentially ignores its contract with Reclamation and the water and contact rights of other spaceholders in the Upper Snake River Basin reservoir system.

First, the Water District 01 watermaster distributes available water to water rights on the Snake River by priority, including natural flow and storage water rights. *See* I.C. §§ 42-602; 42-607. On the other hand, the U.S. Bureau of Reclamation ("Reclamation") administers the various contracts with its spaceholders, including the City. *See Spaceholders' Motion* at 4-8. The City completely overlooks the language of the partial decree for the 1939 priority storage water right in Palisades Reservoir which states "The allocation of storage to federal contractors . . . shall be determined by the United States Bureau of Reclamation . . ." *See Amended Decree 01-2068* at 2; Ex. B to *Declaration of Abby R. Bitzenburg in Support of Intervenor Spaceholders' Supporting Points and Authorities* ("*Bitzenburg Dec.*") (Feb. 18, 2025).

The summary dismissal of the City's district court case for failure to exhaust

administrative remedies does not change the above-referenced water right decree or its conditions necessary for administration. Contrary to the City's present argument, the State's and Spaceholders' arguments in the district court case about the Watermaster's storage report and the related administrative actions do not change the above language or Reclamation's role in allocating available storage on an annual basis. Moreover, the City overstates the district court's decision by implying the court made "findings" that now bar consideration of Reclamation's role for purposes of this administrative proceeding. *See City Br.* at 11.

The City claims that since Reclamation was not joined in the district court case then that automatically means the federal agency is not indispensable in this proceeding and the court's prior dismissal bars joining Reclamation now. *See id.* The Idaho Supreme Court has set forth the following test to determine whether "issue preclusion" may apply in a subsequent action:

> (1) the party against whom the earlier decision was asserted had a full and fair opportunity to litigate the issue decided in the earlier case; (2) the issue decided in the prior litigation was identical to the issue presented in the present action; (3) the issue sought to be precluded was actually decided in the prior litigation; (4) there was a final judgment on the merits in the prior litigation; and (5) the party against whom the issue is asserted was a party or in privity with a party to the litigation.

Elsaesser v. Riverside Farms, Inc., 170 Idaho 502, 509, 513 P.3d 438, 445 (2022).

Issue preclusion does not apply in this proceeding as the second, third, and fourth criteria listed above are not met. First, the district court made the following determinations: 1) the Water District 01 rental pool procedures are not "rules" under Idaho's APA; 2) the procedures' "last to fill" provision is not facially unconstitutional; and 3) the City failed to exhaust its administrative remedies. *See Amended Order on Cross Motions for Summary Judgment* at 10-21; Ex. 14 to *Bricker Dec.* The issue regarding Reclamation's role and responsibilities concerning "storage allocations" was not substantively addressed or decided. Next, there was no final judgment on

the merits on this issue. The City's strained issue preclusion argument is flawed as the district court dismissed the City's complaint on summary judgment without prejudice. *See Judgment* at 1; Ex. B to *Second Declaration of Abby R. Bitzenburg* (hereinafter "*Second Bitzenburg Dec*.").

Since Pocatello's case was dismissed "without prejudice" and the court did not decide whether Reclamation was necessary or not, there was no final adjudication on the merits on that issue. *See e.g. Palmer v. Board of County Com'rs of Blaine County*, 117 Idaho 562, 565, 790 P.3d 343, 346 (1990 ("The dismissal will be without prejudice to the filing of a petition for review by the district court or a complaint for damages, or both, after the Palmers have exhausted their administrative remedies"); *Ticor Title Co. v. Stanion*, 144 Idaho 119, 124, 157 P.3d 613, 618 (2007) ("Issue preclusion cannot be used to bar Ticor's suit in this case. The issue of whether Stanion was unjustly enriched by his receipt and retention of the trustee's share of the sale proceeds were not actually litigated nor decided by the bankruptcy court. Thus, we hold Ticor's claim is not barred by issue preclusion"). As such, "issue preclusion" simply doesn't apply under the facts of this case.

The district court found the City did not exhaust its administrative remedies and therefore dismissed its complaint. The court did not make any substantive decisions on Reclamation's role, and there was no final adjudication on the merits on that issue. The City cannot piecemeal the prior dismissal "without prejudice" and use what wasn't decided as a sword to prevent viable defenses in the present administrative contested case. Therefore, the Hearing Officer should deny the City's argument regarding issue preclusion.

Next, the City claims the Spaceholders could have filed a motion to dismiss under Rule 19 and are barred from doing so now. *See City Br.* at 12. Pocatello filed its district court case against the Idaho Water Resources Board, not the Spaceholders. *See* Ex. 14 to *Bricker Dec.* The

Spaceholders intervened and ultimately the case was dismissed without prejudice on summary judgment.

The City relies upon *Jolley v. Puregro Co.*, 94 Idaho 702, 496 P.2d 939 (1972) to support its argument that Reclamation cannot be joined. In *Jolley*, the Supreme Court concluded the non-party corporation was not indispensable for several reasons: 1) the corporation was forfeit and could not be sued; 2) the corporation had no interest in the equipment because the plaintiff never transferred the same; and 3) the corporation could not create a security interest in favor of the bank. *See* 94 Idaho at 705, 496 P.2d at 942. Unlike the facts in *Jolley*, the separate administrative proceeding here is not the same district court case that was at issue in that appeal. Further, unlike the forfeit corporation in *Jolley*, here Reclamation has an interest in the City's allegations and has uncontracted space that stands to be affected by the City's claims. Moreover, the Spaceholders did not waive any right in this action by reason of what they filed or didn't file in the district court case. Again, the City erroneously attempts to use the district court's dismissal as a means to limit viable defenses in this contested case. The Hearing Officer should deny this argument.

Finally, the City's judicial estoppel argument should be rejected as well. The Idaho Supreme Court has explained that "[j]udicial estoppel precludes a party from advantageously taking one position, then subsequently seeking a second position that is incompatible with the first." *Herndon v. City of Sandpoint*, 172 Idaho 228, 239, 531 P.3d 1125, 1136 (2023). The Court further noted that judicial estoppel "is concerned with incompatible positions later in litigation—not alternative theories pleaded within the complaint itself." *Id.* The City has failed to show that the Spaceholders are taking a different position in this administrative case than was taken in the district court case. Admittedly, the City only argues the Spaceholders "joined" in the

State's cross motion for summary judgment. *See City Br.* at 9. While the Spaceholders filed their own response opposing the City's motion for summary judgment and argued in support of dismissing the matter for the City's failure to exhaust administrative remedies, the Spaceholders did not take any position that is inconsistent with their present motion to dismiss.

In sum, the City's equitable arguments are misplaced, and the Hearing Officer should deny its efforts to avoid addressing the merits of Reclamation's role in storage allocation in the Upper Snake River Basin.

III. Reclamation is an Indispensable Party to this Proceeding.

The City disputes the Spaceholders' Rule 12(b)(7) motion and argues that Reclamation is not a required party to this case. *See City Br.* at 14-16. The City claims the 2023 Final Storage Report is solely an action of the Director and IDWR and changing that report can afford complete relief among the parties. *See id.* The City oversimplifies the issue alleging Reclamation has no interest in this administrative proceeding.

To the contrary, as plainly noted on the face of the partial decree for water right 01-2068, Reclamation determines the allocation of storage to its federal contractors. *See* Ex. B to *Bitzenburg Dec.* Further, Reclamation controls unallocated storage space in American Falls Reservoir (8,951 acre-feet), Jackson Lake Reservoir (3,923 acre-feet), and Palisades Reservoir (10,022 acre-feet), and holds water right license 01-10401 for powerhead space in Palisades Reservoir. *See* Exs. C, D to *Second Bitzenburg Dec.* Re-allocating the City's Palisades space in the 2023 Storage Report could undoubtedly impact those interests. Therefore, the City cannot legitimately claim the issues raised here can be fully adjudicated without impacting Reclamation's interests, let alone other spaceholders that also hold storage contracts in the Upper Snake River Basin.

The application of the "last to fill" provision on the City's rentals does not simply impact the City's space. Since the allocation of storage impacts other spaceholders and Reclamation, the City's argument regarding the Spaceholders' Rule 12(b)(7) motion fails and should be rejected. *See e.g. Citibank (South Dakota), N.A. v. Carroll*, 148 Idaho 254, 258, 220 P.3d 1073, 1077 (2009) ("Generally, the holder of legal title to the subject matter of a cause of action is a real party in interest"). By contesting the 2023 Storage Report and requesting a hearing before IDWR, the City essentially seeks to avoid Reclamation's participation and the requirements of its federal contract. The Hearing Officer should see through this effort and reject the City's present argument accordingly.

IV. The City has No Meritorious Argument in Response to the Spaceholders' Rule 12(b)(6) Defense.

Next the City argues the Spaceholders' Rule 12(b)(6) motion should be denied. *See City Br.* at 19-23. The City initially faults the Spaceholders' brief and alleges "unsubstantiated factual assertions." *See id.* at 19. The City ignores the partial decree for Palisades Reservoir and the description of the process in the Water District 01 accounting manual, and continues to assert the district court's decision adjudicated certain matters on the merits (i.e. that the Director is essentially solely responsible for storage water allocations). *See id.* at 20.

Contrary to the City's arguments, Reclamation is a necessary party and plays a pivotal role in the annual allocation of storage to spaceholders in the various reservoirs, including the City's space in Palisades Reservoir. Historically, Reclamation participated in the development of the Water District's rental pool procedures and annually has accepted the same, notably for flow augmentation deliveries. The City has not alleged or proven otherwise in its *Petition*. It is not an "either/or" proposition as the City suggests when it comes to evaluating what roles Water District 1 and Reclamation serve for purposes of annual storage allocations. For example, the City's own

contract includes the following provision:

> (c) Under the provisions of the Act of September 30, 1950, the active capacity of Palisades Reservoir will be used jointly for irrigation and flood control storage in accordance with the operating plan set forth in House Document No. 720, 81st Congress, and attached hereto as Exhibit A . . . All of the City's storage rights are subject to the operation of the reservoir in accordance with this subarticle. In the event Palisades Reservoir fails to fill during any storage season by reason of such flood control operations, the amount of shortage so attributable shall be prorated equally over all space allocated to storage of water for irrigation, municipal, or other miscellaneous purposes and shall be charged against all stored water including that, if any, carried over from prior irrigation seasons.

See Contract at 10; Ex. 1 to *Bricker Dec.*

Since Reclamation operates Palisades Reservoir for "joint" flood control and irrigation storage operations, the City's annual allocation is subject to this provision. The City does not explain how Water District 01's storage report does not take this Reclamation action into account for purposes of the final allocation. Further, whereas the City voluntarily chose to privately lease some of its storage in 2023, it did so knowingly with the conditions imposed by the procedures, "i.e. last to fill."[2]

Finally, the City's hyperbole regarding federal control of "storage water management" should be ignored. *See City Br.* at 22-23. Nothing in the Spaceholders' motion is asking the Hearing Officer to allow Reclamation "to take the reins from local interests" regarding water right administration and storage allocation. Instead, the Spaceholders have identified a fatal flaw in the City's *Petition* and have identified an indispensable party for the relief the City seeks. The City can allege the assumed "parade of horribles" as it relates to Reclamation in an effort to shun the agency from participating in this matter. However, Pocatello cannot ignore the interests

[2] The City attempts to argue that it "involuntarily participates in the Water District 01 Rental Pool." *City Br.* at 25. To the contrary, any spaceholder can "opt-out" of participating in the rental pool if it so chooses. Such action only limits that spaceholder as having access to the procedures in lieu of following state law in the rental and transfer of a water right. *See* I.C. § 42-222.

Reclamation and other spaceholders have in the changes the City seeks to impose for purposes of an unfettered right to lease storage water to the detriment of other water right holders and avoid the provisions of its storage contract. The Hearing Officer should reject the City's arguments and dismiss this case accordingly.

IV. The Hearing Officer Should Consider the Spaceholders' Equitable Arguments.

Although the 2023 Final Storage Report was issued in April 2024, the City was fully aware of the terms of its proposed private lease to other cities as early as 2022. *See* Ex. 5 to *Bricker Dec.* The issue of the City's storage allocation in 2023 is past due as Pocatello accepted the terms of the private lease (i.e. "last to fill" condition in 2023), including the money it received from those cities in 2022. Contrary to the City's claim about "retroactive" relief, it is impossible to turn back the clock and rewrite the spaceholders' storage allocations in 2024, as that is literally "water under the bridge," and the 2025 storage water allocations should be issued any day. Attempting to reshuffle the City's 2023 storage allocation is of no consequence now as the "last to fill" provision was erased for private leases for storage allocations in 2024 and 2025 due to flood control operations. *See* Ex. E, F to *Second Bitzenburg Dec.* As noted in both the cited weekly water reports from the spring of 2024 and 2025, excess water was released past Milner Dam which triggered the procedures' "no computed impacts" provision from the prior year's private leases. *See 2023 WD1 Rental Pool Procedures* at 14, ¶ 7.2; Ex. A to *Bitzenburg Dec*. It is impractical if not impossible to order the Watermaster to go back and re-allocate storage supplies in 2023 where spaceholders completed an entire irrigation season (2024) using available storage, and again are actively diverting and using storage water during this current (2025) irrigation season. Further, it is inequitable for the City to request such relief after-the-fact and then continue to privately lease its storage accepting the conditions required to protect other

water right holders from the impacts of those leases.

CONCLUSION

The City's arguments regarding Reclamation's participation in this matter miss the mark and fail to recognize the entire process of storage water allocation within Water District 01. The City's petition should therefore be dismissed as a matter of law pursuant to Rule 12(b)(6) and 12(b)(7). The Spaceholders respectfully request the Hearing Officer to grant their motion to dismiss accordingly.

RESPECTFULLY submitted this 20th day of June, 2025.

MARTEN LAW LLP



Travis L. Thompson
Abby R. Bitzenburg

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/s/: John K. Simpson

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/s/: Jerry R. Rigby

Jerry R. Rigby

Attorneys for Fremont-Madison Irrigation District and Idaho Irrigation District

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of June, 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

James Cefalo, Presiding Officer Idaho Dept. of Water Resources *** service by electronic mail only james.cefalo@idwr.idaho.gov file@idwr.idaho.gov sarah.tschohl@idwr.idaho.gov	Craig Chandler IDWR – Eastern Region WD01 Water Master Craig Chandler *** service by electronic mail only craig.chandler@idwr.idaho.gov
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Abby R. Bitzenburg

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Jun 20, 2025
DEPARTMENT OF
WATER RESOURCES

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BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**SECOND DECLARATION OF ABBY R. BITZENBURG IN SUPPORT OF INTERVENOR SPACEHOLDERS' SUPPORTING POINTS AND AUTHORITIES**

I, Abby R. Bitzenburg, declare as follows:

1. I am duly licensed to practice law in the State of Idaho, and I am an attorney with the firm of Marten Law LLP. I am over the age of 18 and make this declaration based upon my personal knowledge. I am an attorney representing Burley Irrigation District.

2. Attached hereto as Exhibit A is a true and correct copy of an excerpt of Water District 01's "weekly report" emailed to interested persons on June 17, 2025.

3. Attached hereto as Exhibit B is a true and correct copy of the *Judgment* issued by the District Court in Case No. CV42-23-1668 on February 1, 2024.
4. Attached hereto as Exhibit C is a true and correct copy of a general description of various entities' storage space in the reservoirs in the Upper Snake River Basin, including uncontracted storage space held by the U.S. Bureau of Reclamation. This document was provided by Reclamation's field office located in Burley, Idaho at the time, and is entitled: *Minidoka and Palisades Projects Reservoir Spaceholdings*.
5. Attached hereto as Exhibit D is a true and correct copy of *Water Right License No. 1-10401*.
6. Attached hereto as Exhibits E and F are excerpts of the Water District 1 "weekly reports" from April 23, 2024 and April 9, 2025.
7. I declare under penalty of perjury under the laws of the state of Idaho that the foregoing is true and correct to the best of my knowledge.

RESPECTFULLY submitted this 20th day of June, 2025.

MARTEN LAW LLP



Abby R. Bitzenburg

Attorneys for Burley Irrigation District

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of June, 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

James Cefalo, Presiding Officer Idaho Dept. of Water Resources *** service by electronic mail only james.cefalo@idwr.idaho.gov file@idwr.idaho.gov sarah.tschohl@idwr.idaho.gov	Craig Chandler IDWR – Eastern Region WD01 Water Master Craig Chandler *** service by electronic mail only craig.chandler@idwr.idaho.gov
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Abby R. Bitzenburg

EXHIBIT A

Water District 1 Report – June 17th, 2025

The remaining seasonal snowpack has now fully melted, and the last snowmelt-driven bump in unregulated flows above Heise peaked on June 12, 2025, at 17,662 cfs. This closely corresponds with the final fill into reservoir water rights for the year. Preliminary data suggests the Day of Allocation is very near, with early projections pointing to June 18, though we won't know for certain until Friday's accounting run.

Storage allocations are expected to be strong this year, with the ability to allocate over 90% of total system space. However, individual storage accounts may vary, with some accounts receiving less or more than the system average. A detailed analysis is underway, and coordination with the Bureau of Reclamation is ongoing to finalize allocation considerations. The goal is to issue allocation prior to the Reservoir and River Operations Subcommittee meeting scheduled for June 24 at 9:00 a.m.

Physically, the reservoir system is at 86% of capacity and is currently in drawdown, which will continue through the irrigation season. The **1915-12-22** water right is currently receiving a partial fill across all reaches. Water right priorities are dropping quickly following this last snowmelt-driven bump and are expected to remain at lower levels for the remainder of the irrigation season. Base flow levels were below average last year and throughout the winter, indicating that natural flow supply may be below average through the rest of the season. Please refer to the current data page at waterdistrict1.com for weekday updates on available water right priorities.

Flow augmentation is actively occurring below Milner at approximately 2,700 cfs and is expected to continue through early July. Planned flow augmentation includes 150,000 acre-feet of common pool rental water, along with roughly 19,000 acre-feet of uncontracted space.

Please contact the Bureau of Reclamation or Water District 1 at 208-525-7161 with any significant planned changes to diversion rates so that system operations can be optimized and full streams can be maintained to diversions.

June 24th at 9:00 AM – River and Reservoir Operations subcommittee at IWDR's eastern regional office. Remote information:
https://us06web.zoom.us/j/82443792340?pwd=rFa7wj6LOvwX44bhCLmwDNRnV5DAe6.1
Meeting ID: 824 4379 2340
Passcode: 423004
+1 253 215 8782

June 26th at 10:00 AM – Committee of Nine meeting at the Pocatello airport. Remote information:
https://us06web.zoom.us/j/87862556843?pwd=f4ei7shViTWf5YbVPZ8wsD2Qd9wyCg.1
Meeting ID: 878 6255 6843
Passcode: 667883
+1 253 215 8782

EXHIBIT B

Filed:02/01/2024 10:06:13
Fifth Judicial District, Twin Falls County
Kristina Glascock, Clerk of the Court
By: Deputy Clerk -Schulz, Pam

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

CITY OF POCATELLO, Plaintiff, vs. IDAHO WATER RESOURCES BOARD, IDAHO DEPARTMENT OF WATER RESOURCES, MATHEW WEAVER, in his capacity as Director of the Idaho Department of Water Resources, and TONY OLENICHAK, in his capacity as Water District 01 Watermaster, Defendants, and CITY OF BLISS, CITY OF BURLEY, CITY OF CAREY, CITY OF DECLO, CITY OF DIETRICH, CITY OF GOODING, CITY OF HAZELTON, CITY OF HEYBURN, CITY OF JEROME, CITY OF PAUL, CITY OF RICHFIELD, CITY OF RUPERT, CITY OF SHOSHONE, CITY OF WENDELL, BURLEY IRRIGATION DISTRICT, FREMONT-MADISON IRRIGATION DISTRICT, and IDAHO IRRIGATION DISTRICT, Intervenors.	Case No. CV42-23-1668 **JUDGMENT**

JUDGMENT IS ENTERED AS FOLLOWS:

Plaintiff's *Amended Complaint for Declaratory Relief to Find the WD01 Rental Pool Procedures Void, to Find Rule 7.3 Unconstitutional, and for Damages From the Unconstitutional Taking of Property* filed in this matter is **hereby dismissed with prejudice.**

DATED February 1, 2024.

ERIC J. WILDMAN
District Judge

JUDGMENT—1

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I caused to be served a true and correct copy of the foregoing via e-mail, upon the following:

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DATED: **2/1/2024 10:06 AM**

Pam Schulz
Deputy Clerk
Pam Schulz

EXHIBIT C

Revised October 2000

MINIDOKA AND PALISADES PROJECTS
RESERVOIR SPACEHOLDINGS
(Acre-Feet)

Spaceholders	American Falls	Jackson Lake	Palisades Reservoir	Total Space
Lower Valley Organizations				
A&B I.D.	46,826		90,800	137,626
American Falls Reservoir Dist. 1/	445,577	13,042		458,619
American Falls Reservoir Dist. 2	393,550			393,550
Burley I.D. 3/	155,395		39,200	194,595
Hillsdale I.D.	40,482			40,482
Idaho Power Co.	44,275			44,275
Milner I.D.	44,951		44,500	89,451
Minidoka I.D. 3/	82,216	186,030	35,000	303,246
North Side Canal Co., Ltd. 2/	116,471	312,007	116,600	545,078
Upper Valley Organizations				
Aberdeen-Springfield Canal Co. 2/	29,771	57,661	143,278	230,710
Andrus, Ray	187	110		297
Artesian Irrigation, Inc.	2,794			2,794
Blackfoot Irrigating Co.	12,558	7,370	4,050	23,978
Burgess Canal & Irrigating Co.	9,343	10,603	31,400	51,346
Butte & Market Lake Canal Co.	4,591	2,695	44,000	51,286
Clement Brothers, a partnership	70	196		266
Corbett Slough Ditch Co.	3,342	1,961	6,300	11,603
Dilts Irrigation Co., Ltd.	871	511	1,200	2,582
Enterprise Canal Co., Ltd.	8,779	11,252	19,600	39,631
Enterprise I.D.	10,024	5,883		15,907
Falls I.D.	22,925		40,900	63,825
Harrison Canal & Irrigation Co.	11,832	11,943	23,500	47,275
Idaho I.D.	22,541	13,230	58,800	94,571
Lenroot Canal Co.	3,805	5,234	7,850	16,889
Michaud Div., Fort Hall Indian Res.	46,931		83,900	130,831
New Sweden I.D.	27,290	22,516	37,000	86,806
Osgood Canal Co., Ltd.	3,930	7,771		11,701
Peoples Canal & Irrigation Co.	21,070	20,365	35,000	76,435
Poplar I.D.	662	1,589	1,550	3,801
Progressive I.D.	12,284	7,209	28,500	47,993
Reid Canal Co.	2,507	1,472	3,150	7,129
Rudy Canal Co., Ltd.	2,606	3,530	15,700	21,836
Snake River Valley I.D.	25,942	30,225	35,300	91,467
Trego Ditch Co.	1,293	758	3,200	5,251
Woodville Canal Company	5,949	3,491	6,000	15,440

MINIDOKA AND PALISADES PROJECTS
RESERVOIR SPACEHOLDINGS
(Acre-Feet)

Spaceholders (Continued)	American Falls	Jackson Lake	Palisades Reservoir	Total Space
Organizations Without American Falls Space				
Butler Island Canal Co., Ltd.			250	250
City of Pocatello			50,000	50,000
Clark & Edwards Canal or Irr. Co.			800	800
Craig-Mattson Canal Co.			1,440	1,440
Danskin Ditch Co.			2,350	2,350
F.M.C. Corporation			5,000	5,000
Farmers Friend Canal Co., Ltd.		2,000	9,400	11,400
Island Irr. Co.			4,700	4,700
J. R. Simplot Co.			2,500	2,500
Labelle Irr. Co.			800	800
Liberty Park Irr. Co.			2,350	2,350
Long Island Irr. Co.			5,000	5,000
Lower Slough Canal Co., Ltd.		1,040	1,600	2,640
Mitigation, Inc. 3/			18,980	18,980
New Lava Side Ditch Co.			11,750	11,750
North Rigby Irr. & Canal Co.			1,200	1,200
Owners Mutual Irr. Co.		200		200
Palisades Water Users, Inc.			53,630	53,630
Parks & Lewisville Canal Irr. Co.			5,500	5,500
Parsons Ditch Co., Ltd.			994	994
Rigby Canal & Irr. Co.			6,300	6,300
Riverside Ditch Co.			1,500	1,500
Sunnydell I.D.		4,000	6,300	10,300
Texas Slough Irr. Canal Co.			2,350	2,350
Twin Falls Canal Co. 2/		97,183		97,183
Watson Slough Irr. Co. & Watson Slough Ditch Co., Ltd.			2,056	2,056
Wearyrick Ditch Co.			600	600
West Labelle Irr. Co.			1,000	1,000
West Side Mutual Canal Co.			2,350	2,350
Wyoming, State of			33,000	33,000
Contracted Space Totals	1,663,640	843,077	1,189,978	3,696,695
Uncontracted Space Totals	8,951	3,923	10,022	22,896
TOTAL ACTIVE CAPACITY (Acre-Feet) 4/	1,672,590	847,000	1,200,000	3,719,590

1/ American Falls Reservoir District holds: 22,492 a.f. in American Falls Reservoir and 13,042 a.f. in Jackson Lake for Aberdeen-Springfield Canal Co.; 274,338 a.f. in American Falls for North Side Canal Co.; and 148,747 a.f. in American Falls for Twin Falls Canal Co.

2/ Also has space through American Falls Reservoir District.

3/ Burley I.D. holds 33.5 percent and Minidoka I.D. holds 66.5 percent of the water accruing to store in Lake Walcott (Minidoka Dam) which is not accounted for in this table. Lake Walcott has an active storage capacity of 95,200 a.f. and is operated primarily for irrigation diversions and power. Winter power releases may be curtailed by the USBR to make additional water available for storage purposes in American Falls, Island Park, and Palisades Reservoirs in any year when these reservoirs fail to fill. The first 45,000 a.f. of such curtailed saved water is credited to Island Park. Crediting is contingent upon spaceholders paying for power replacement.

4/ Note: totals for American Falls and Total Space columns do not add due to rounding. Fremont-Madison I. D. holds all 142,400 a.f. of the active storage capacity of Island Park Reservoir (127,200 a.f.) and Grassy Lake (15,200 a.f.) which are not accounted for in this table and make up the Upper Snake River Storage Division of the Minidoka Project.

5/ Held in a 1994 contract which becomes operative upon the announcement by the Secretary that the 1990 Fort Hall Indian Water Rights Agreement is effective. Mitigation, Inc. also holds 80,500 a.f. in Ririe Reservoir in the 1994 contract.

EXHIBIT D

State of Idaho
Department of Water Resources

Water Right License

Water Right No. 1-10401

Priority: June 06, 2002

Maximum Diversion Volume: 157,000 AF

It is hereby certified that:

US DEPT OF INTERIOR
BUREAU OF RECLAMATION
1150 N CURTIS RD STE 100
BOISE ID 83706-1234

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated June 06, 2002, and has submitted Proof of Beneficial Use on June 29, 2006. An examination confirms water is diverted from:

Source : SNAKE RIVER **Tributary:** COLUMBIA RIVER

Beneficial Use	Period of Use	Annual Volume
POWER STORAGE	01/01 to 12/31	157,000 AF
POWER FROM STORAGE	01/01 to 12/31	157,000 AF

Location of Point(s) of Diversion
SNAKE RIVER SE¼ NE¼, Sec. 17, Twp 01S, Rge 45E, B.M. BONNEVILLE County

Place of Use: POWER FROM STORAGE

Twp	Rng	Sec	NE				NW				SW				SE			
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
01S	45E	17		X L2														

Conditions of Approval

1. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 01.

2. The rights for the use of water confirmed in this license shall be junior and subordinate to all rights for the use of water other than hydropower, within the State of Idaho that are initiated later in time than the priority of this right and shall not give rise to any right or claim against any future rights for the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this right.

3. The term of this water right license shall extend to April 1, 2035, or whenever the 2004 Snake River Water Rights Agreement is no longer effective, whichever comes first. Prior to the expiration of the term, the Director may issue an order canceling all or any part of the use authorized herein, may establish a new term, or may revise, delete, or add conditions under which the water right license may be exercised. The order shall take effect on the date the current term expires. If the Director does not issue such an order, the term shall automatically extend to a

State of Idaho
Department of Water Resources

Water Right License

Water Right No. 1-10401

length equal to the project's prior term and any prior conditions on the water right license shall remain in effect.

4. Any use of water authorized by this water right, including any change in use authorized pursuant to a transfer, exchange, Water Supply Bank lease and rental, or any other use of water relying on this water right, shall fully comply with the provisions of the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement, a copy of which is attached as Attachment 2 to the *Consent Decree Approving Entry of Partial Final Decrees Determining the Rights of the United States as Trustee for the Benefit of the Nez Perce Tribe and the Nez Perce Tribe to the Use of Water in the Snake River Basin Within Idaho and Partial Final Decrees Determining Minimum Stream Flow Water Rights Held by the Idaho Water Resources Board* entered on January 30, 2007, by John M. Melanson, Presiding Judge, Snake River Basin Adjudication.

5. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

6. The storage of water under this right is contingent upon continued certification by the Department of Water Resources under the dam safety provisions of the Idaho Code, authorizing storage.

7. This right does not constitute Idaho Public Utilities Commission or Federal Energy Regulatory Commission approval that may be required.

This license is issued pursuant to the provisions of Idaho Code § 42-219. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed this 31st day of May, 2022

Gary Spackman

GARY SPACKMAN
Director

EXHIBIT E

Water District 1 Report – April 23, 2024

All water right priorities are currently being filled as excess water is spilling past Milner Dam. The Bureau of Reclamation is in flood risk management operations above Heise in anticipation of the upcoming runoff, and Palisades Reservoir is currently being drafted. There's approximately 11,000 cfs being released through Palisades Dam and 5,500 cfs spilling past Milner. Reservoir water rights are expected to fill this year leading to near full storage allocations for space holders.

Recharge water will be available for the duration of Milner Spill. Recharge efforts are continuing as several allowances for diverting recharge water are being used:

- Applying and receiving approval to use a portion of the Idaho Water Resource Board (IWRB) recharge water right.
- Applying through the Idaho Department of Water Resources to receive temporary approvals to divert water while excess water is spilling past Milner Dam.
- Canals using their own permitted or licensed recharge water right.

Milner Spill is expected to continue for the upcoming weeks but can be cut at any time due to increased diversion demand, decreased streamflow, and/or changes in reservoir operations at Jackson and Palisades Reservoirs as they refill after flood control operations. The status of Milner Spill can be found under the Current Data tab at www.waterdistrict1.com and an update on the date Milner Spill is expected to cease will be posted once that information is known. Water users will need to comply promptly with the projected water right priorities to ensure their diversions will not be charged storage for continued recharge after Milner Spill ceases.

The coordinated forecast from the Bureau of Reclamation and Army Core of Engineers for Heise streamflow from April through September came in at 3,928,000 AF, which is 102% of average. This leads to a flow augmentation rental from the common pool to the Bureau of Reclamation of 150,000 AF. This water will be physically ran in 2024 and will be deducted from participating spaceholder allocations in 2025, unless Milner Spill occurs again next year.

Calendar

April 25th – Committee of Nine Meeting beginning at 10 AM at the Pocatello Airport.
https://us06web.zoom.us/j/89088102638?pwd=ZW5FZVkUXdr8KZePdHlcnyy2RqjZGO.1
Meeting ID: 890 8810 2638
Passcode: 881914
Phone: +1 253 215 8782 US

May 10th – Upper Snake River Advisory Committee Meeting beginning at 10 AM.
https://us06web.zoom.us/j/87590895766?pwd=imCGeK6ljUj8ctpmbUX9Hj7wtbkubr.1
Meeting ID: 875 9089 5766
Passcode: 460137
Phone access: +1 669 444 9171 US
Contact Cooper Fritz at 208-525-7161 or Cooper.Fritz@idwr.idaho.gov for additional information.

May 23rd and 24th – Bureau of Reclamation Windshield Snow Survey
See attachment at end of report.

EXHIBIT F

Water District 1 Report – April 9th, 2025

Milner Spill will commence this Friday, April 11th. For the duration of Milner Spill, all water rights within the system—including recharge water rights and temporary water use permits—will be authorized to divert water.

Due to the inherent time lags in Water District 1's water right accounting, recharge water rights and temporary permits are **authorized for diversion as of today** for locations upstream of American Falls. For information regarding planned turn-on dates and expected diversion rates—whether for recharge or irrigation—please contact Water District 1 at (208) 525-7161.

The length of Milner Spill remains uncertain and will depend on diversion demands, snowmelt rates, and streamflow responses. It may persist for a week or extend for several weeks. Unsurprisingly, weather conditions over the coming weeks will play a significant role in determining the duration.

Those diverting water for managed recharge are strongly encouraged to monitor the **projected water right priorities** available on Water District 1's website. The site is updated daily on weekdays with the current status of Milner Spill.

Please note: any managed recharge occurring after the end of Milner Spill will be considered storage use and may be deducted from 2025 storage allocations.

The occurrence of Milner Spill has several implications:

1. The 2024 Common Pool rental—including the Bureau of Reclamation's flow augmentation rental of 150,000 acre-feet—will not be deducted from spaceholder allocations in 2025. All proceeds from the rental, including accrued interest, will be distributed to participating spaceholders on a pro rata basis according to space.
2. Space evacuated to accommodate the 2024 Private Leases and the 2024 Extraordinary Circumstance Pool will refill according to its adjudicated priority. In other words, no space associated with these actions will be administered as "last-to-fill."
3. Storage use will not count against 2025 storage allocations until Milner Spill has ended.
4. Diversions operating under water rights with annual volume limits will not begin accruing volume toward those limits until Milner Spill has concluded.

The American Falls 1921 water right is currently in priority. It will fill within the week, at which point the Palisades 1939 and Island Park 1935 water right will come into priority.

April 10th – Upper Snake Advisory at 10:00 am.
https://us02web.zoom.us/j/87555764928?pwd=EpLo9Suz72GGUdas2cNtyMLcQpIW2E.1
Meeting ID: 875 5576 4928
Passcode: 384513
April 22nd – Committee of Nine at 10:00 am at the Pocatello Airport.

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	))))	**ORDER DENYING MOTION TO DISMISS AND AMENDING SCHEDULING ORDER**

PROCEDURAL HISTORY

On April 25, 2024, the City of Pocatello ("Pocatello" or "City") filed a *Petition Requesting a Hearing on WD01's 2023 Storage Report* ("Hearing Request"), pursuant to Idaho Code § 42-1701A(3). Pocatello's *Hearing Request* created a contested case before the Department, governed by the Department's Rules of Procedure (IDAPA 37.01.01).

On August 7, 2024, Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District (collectively "Spaceholders") filed *Spaceholders' Combined Motion to Intervene & Memorandum in Support of the Motion to Intervene* ("Spaceholders' Petition"). The hearing officer for the Department granted the *Spaceholders' Petition* on October 10, 2024.

On October 7, 2024, the Cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and Wendell (collectively "Coalition of Cities") filed *Coalition of Cities' Motion to Intervene and Memorandum in Support* ("Coalition's Petition"). The hearing officer granted the *Coalition's Petition* on November 22, 2024.

The Department conducted a prehearing conference on December 9, 2024. During the conference, the parties asked the hearing officer to set deadlines for filing dispositive motions. On December 16, 2024, the hearing officer issued a *Scheduling Order*, establishing deadlines for filing dispositive motions.

On February 18, 2025, Pocatello filed *City of Pocatello's Motion for Summary Judgment* ("Motion for Summary Judgment") and *City of Pocatello's Memorandum in Support of Motion for Summary Judgment*. Also on February 18, 2025, the Spaceholders filed *Intervenor Spaceholders' Motion to Dismiss and Supporting Points and Authorities* ("Motion to Dismiss").

On March 21, 2025, Pocatello and the Spaceholders filed a *Joint Motion to Amend Scheduling Order*, proposing to stay the briefing for the *Motion for Summary Judgment*, extend the briefing deadlines for the *Motion to Dismiss*, and establish a new date for oral arguments, if such arguments were needed. On April 4, 2025, the hearing officer issued an *Order Granting Joint Motion and Amending Scheduling Order*, staying the briefing for the *Motion for Summary Judgment*, extending the deadlines for filing response and reply briefs for the *Motion to Dismiss*, and establishing a new date for oral arguments, if needed, for the *Motion to Dismiss*.

On May 29, 2025, Pocatello filed *City of Pocatello's Response Brief to Spaceholders' Motion to Dismiss*, and the Coalition of Cities filed *Coalition of Cities' Joinder in City of Pocatello's Response Brief to Spaceholders' Motion to Dismiss*. On June 20, 2025, the Spaceholders filed a *Reply in Support of Intervenor Spaceholders' Motion to Dismiss*.

ANALYSIS

The Spaceholders' *Motion to Dismiss* presents three primary arguments. First, the Spaceholders argue that Pocatello's *Hearing Request* should be dismissed pursuant to I.R.C.P. 12(b)(6) for failure to state a claim upon which relief can be granted. *Motion to Dismiss* at 16-18. According to the Spaceholders, neither the Department nor Water District 01 ("WD1") can provide the relief requested by Pocatello. *Id.* Second, the Spaceholders argue that Pocatello's *Hearing Request* should be dismissed for failure to join an indispensable party under I.R.C.P. 12(b)(7) and 19. *Id.* at 12-16. The Spaceholders assert that the United States Bureau of Reclamation ("Reclamation") is an indispensable party, whose absence would render any decision in this matter void. *Id.* Finally, the Spaceholders argue that Pocatello's *Hearing Request* should be dismissed because the cause of action is moot. *Id.* at 18-21. For the reasons set forth below, the Spaceholders' arguments are not persuasive and the *Motion to Dismiss* must be denied.

I. Pocatello's *Hearing Request* is a valid request under Idaho Code § 42-1701A(3) and creates an actionable contested case before the Department.

Pocatello's *Hearing Request* states that it is filed pursuant to Idaho Code § 42-1701A(3), which allows any person aggrieved by any action of the Department, who has not previously been afforded an opportunity for hearing, the right to a hearing. WD1, which is an instrumentality of the state of Idaho and is supervised by the Department, created and issued the 2023 Final Storage Report. Pocatello's *Hearing Request* alleges that the 2023 Final Storage Report was invalid and unlawful because of certain calculations associated with storage space held by Pocatello. *Hearing Request* at 2. The elements of Idaho Code § 42-1701A(3) have been satisfied. Pocatello identified an action of the Department, identified how it is aggrieved by that action, argued that the action was unlawful, and requested a hearing. Therefore, Pocatello's Hearing Request is a valid request under Idaho Code § 42-1701A(3).

The Spaceholders argue that the Department, WD1, and the Committee of Nine (the advisory committee for WD1) are ancillary to the storage allocation process and that the actual allocation is completed by Reclamation. *Motion to Dismiss* at 12-16. The Spaceholders' position is in direct opposition to a recent decision from Judge Eric Wildman of Idaho's Fifth Judicial District Court, who has already considered some of the factual and legal arguments associated with Pocatello's *Hearing Request*. The amended order from Judge Wildman states:

> In this case, the Director has a clear legal duty to distribute water. I.C. § 42-602. The Director may carry out this duty through agents, such as the Water District 01 Watermaster. I.C. § 42-605. Each year, the Watermaster allocates water to the various storage accounts within Palisades Reservoir. To do so, the Watermaster

> utilizes a preliminary accounting followed by a final accounting of storage. A final storage report is then prepared including all storage rentals and adjustments combined with the final storage allocations and final storage uses from the final water right accounting.
>
> The Court finds the annual allocation of storage as set forth in the final storage report constitutes an action of the Director. If the City of Pocatello was aggrieved by any of the previous annual storage allocations, it was required to timely file a written petition with the Director stating the grounds for contesting his action and requesting a hearing under Idaho Code § 42-1701A(3). . . . Such a written petition was required to be filed within fifteen (15) days following the City's actual notice of any annual final storage report applying the last-to-fill procedure to its storage allocation.
>
> The Court finds the City had an administrative remedy available to it under Idaho Code § 42-1701A(3) in any previous year where it was aggrieved by the application of the last-to-fill provision to the Storage Water in the final storage report.

City of Pocatello v. Idaho Water Resource Board, Case No. CV42-23-1668 ("Pocatello v. IWRB"), *Amended Order on Cross Motions for Summary Judgment* at 19-20 (emphasis added).

Judge Wildman's decision on this question is persuasive and conclusive. The annual allocation of storage by WD1 as set forth in the 2023 Final Storage Report is an action of the Department, subject to a petition for hearing under Idaho Code § 42-1071A(3). Pocatello's *Hearing Request* is timely and creates a valid, actionable contested case before the Department. The Spaceholders' argument that Pocatello has failed to state a claim upon which relief can be granted must be rejected.

II. Rules 12(b)(7) and 19 of the Idaho Rules of Civil Procedure do not apply to contested cases before the Department.

The Spaceholders argue that Reclamation is an indispensable party (also referred to as a required party) under I.R.C.P. 19 because Reclamation is the only entity with the authority to allocate water to the spaceholders in Palisades Reservoir. *Spaceholders' Motion* at 12-18 ("[the Department], the Committee of Nine, and the watermaster are ancillary as to exactly how much storage each spaceholder is allocated by [Reclamation]"). One of the storage water rights for Palisades Reservoir, water right 1-2068, includes a condition noting that "the allocation of storage to federal contractors and the location of that storage, including carryover storage, in the reservoir system shall be determined by [Reclamation] pursuant to federal Reclamation law and contracts . . . ." Therefore, according to the Spaceholders, only Reclamation can provide the relief sought by Pocatello. *Id.* at 17.

Rule 51 of the Department's Rules of Procedure (IDAPA 37.01.01) states, in pertinent part: "Unless required by statute, or otherwise provided by these rules, the Idaho Rules of Civil

Procedure and the Idaho Rules of Evidence do not apply to contested cases before the agency." Rule 220.03 of the Department's Rules of Procedure states: "Motions for summary judgment may be filed in any contested case. Rule 56(a), (c), (d), (e), and (f) of the Idaho Rules of Procedure, apply to such motions before the agency." The Spaceholders' *Motion to Dismiss* was filed pursuant to Rules 220 and 300 of the Department's Rules of Procedure (IDAPA 37.01.01) and Rules 12(b)(6), 12(b)(7), and 56 of the Idaho Rules of Civil Procedure. Rule 220 sets forth the procedures and deadlines for filing motions. Rule 300 describes the form and content of motions and pleadings. Neither rule establishes a process to dismiss a case before the Department for failure to join a required party.

Rule 19 of the Idaho Rules of Civil Procedure, which sets forth the definition of "required party" does not apply to contested cases before the Department. The Department's Rules of Procedure do not contain an explicit reference to I.R.C.P. 12(b)(7) or 19. Even if I.R.C.P. 12(b)(7) and 19 were to apply to this contested case, the hearing officer is not persuaded that Reclamation constitutes a required party. WD1 and the Committee of Nine play a substantial role, if not the primary role, in determining the annual allocation of storage in Palisades Reservoir. The Committee of Nine, as the advisory committee for WD1, has been appointed as the local committee by the Idaho Water Resource Board and, therefore, holds the authority to facilitate the rental of stored water in the Upper Snake River Basin. The Rental Pool Procedures for the Upper Snake River storage system are formulated and adopted by the Committee of Nine and WD1. Reclamation has consented to have the storage space in its reservoirs governed by the WD1 Rental Pool Procedures. WD1 staff calculate storage allocations for Reclamation using the WD1 Rental Pool Procedures. Whatever role Reclamation plays in the allocation, if any, is minor when compared to the role of WD1 and the Committee of Nine. Pocatello's *Hearing Request* is clearly directed to decisions and calculations performed by WD1 staff, not to the actions of Reclamation. Therefore, the Spaceholders' *Motion to Dismiss* Pocatello's *Hearing Request* because Reclamation is not a party to the contested case must be rejected.

III. Pocatello's *Hearing Request* should not be dismissed for mootness.

The Spaceholders argue that Pocatello's *Hearing Request* "should also be dismissed for failure to state a claim upon which relief can be granted because the case is moot and Pocatello has waived their right to object due to continued voluntary participation in the Rental Pool." *Spaceholders' Motion* at 18. According to the Spaceholders, "Pocatello and other spaceholders relied upon new allocations when the storage was allocated again in 2024, and attempting to go back and reallocate storage from 2023 is a fruitless and wasteful exercise." *Id.*

As an initial matter, Pocatello's ongoing participation in the WD1 Rental Pool is not a confirmation that Pocatello agrees with how the WD1 Rental Pool is administered or a waiver of Pocatello's right to challenge the Rental Pool Procedures. The WD1 Rental Pool Procedures govern many activities, including common pool rentals to Reclamation for flow augmentation, which result in a payment to all participating spaceholders. Pocatello's decision to participate in the Rental Pool may be solely based on financial considerations and have nothing to do with its position on the administration of the provisions at issue in this contested case.

A recent decision from the Idaho Supreme Court sets forth the standards for determining if a case is moot. "A case is considered moot when the issues presented are no longer live or the parties lack a legally cognizable interest in the outcome." *Mitchell v. Ramlow*, 559 P.3d 1210, 1213-14 (Idaho 2024) (quotation marks and citation omitted). "A case is also considered moot when a judicial determination would have no effect either directly or collaterally on the plaintiff, the plaintiff would be unable to obtain further relief based on the judgment and no other relief is sought in the action." *Id.* A contested case that is moot may still be considered by an agency if "the challenged conduct is likely to evade judicial review and thus is capable of repetition." *Id.* This exception is "'limited to the situation where . . . (1) the challenged action was in its duration too short to be fully litigated prior to its cessation or expiration, and (2) there was a reasonable expectation that the same complaining party would be subjected to that same action again[.]" *Id.*

There is no question that the 2023 allocation of storage water has been rendered moot by the 2024 storage allocation. In 2024, the Upper Snake River reservoir system filled completely, meaning that all storage space was filled, including Pocatello's space that had been designated as last-to-fill in the 2023 Final Storage Report. Even though the allocation being challenged by Pocatello has been rendered moot, the case can still be considered by the Department because it qualifies under the exception set forth in *Mitchell*. The effects of the challenged action are short in duration (often limited to one or two years) and there is a reasonable expectation that the complaining party will be subject to the same action again.

Given the ongoing mitigation obligations of Pocatello and the Coalition of Cities, it is highly likely that the facts that gave rise to Pocatello's *Hearing Request* will exist again in future years. Further, the very nature of annual storage allocations makes it difficult for a party to fully litigate a challenge to the allocation of storage water prior to the case becoming moot. Each new water year has the potential to eliminate any residual effects of the last-to-fill determinations from the previous year. Stated differently, if the Upper Snake River reservoir system fills completely, all spaceholders receive a full allocation, thereby negating or resolving any last-to-fill penalties imposed in the previous year's allocation. A spaceholder who is aggrieved by a decision about a storage allocation must first raise that issue with the Department. *Pocatello v. IWRB* at 19-21. It is unlikely that such a case will be fully litigated before WD1 calculates the storage allocation for the following year. Therefore, both elements set forth in the *Mitchell* exception to mootness are satisfied and Pocatello's case can be considered by the Department.

CONCLUSIONS OF LAW

The Spaceholders have not shown that Pocatello's *Hearing Request* should be dismissed. Pocatello's *Hearing Request* is a valid challenge to a Department action under Idaho Code § 42-1701A(3). Further, the *Hearing Request* cannot be dismissed for failure to join a required party. The Idaho Rules of Civil Procedure about required parties are not applicable to contested cases before the Department. Finally, even though Pocatello's challenge to the 2023 Final Storage Report is moot, Pocatello's *Hearing Request* meets the elements of an exception established by the Idaho Supreme Court which allows certain cases to be heard by courts or agencies with proper jurisdiction. Therefore, the Spaceholders' *Motion to Dismiss* should be denied.

ORDER

IT IS HEREBY ORDERED that the Spaceholders' *Motion to Dismiss* is DENIED. This order is an interlocutory order, issued pursuant to Rule 710 of the Department's Rules of Procedure (IDAPA 37.01.01).

AMENDED SCHEDULING ORDER

On April 4, 2025, the hearing officer issued an *Amended Scheduling Order* staying the briefing for Pocatello's *Motion for Summary Judgment*. Because the Spaceholders' *Motion to Dismiss* has been denied, the parties may resume the briefing for the *Motion for Summary Judgment* in accordance with the following schedule:

1. Dispositive motions were filed on February 18, 2025.

2. Consistent with Rule 220.02.f of the Department's Rules of Procedure (IDAPA 37.01.01), a presiding officer may adjust the standard response and reply deadlines established by rule.

3. Response briefs for the *Motion for Summary Judgment* must be filed on or before August 1, 2025.

4. Reply briefs for the *Motion for Summary Judgment* must be filed on or before August 22, 2025.

5. If the presiding officer determines that oral arguments would assist in understanding the arguments in support of or against the *Motion for Summary Judgment*, the hearing officer will contact the parties for available dates.

Dated this 25th day of June, 2025.

James Cefalo
Hearing Officer

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of June 2025, true and correct copies of the documents described below were served by the method indicated upon the following:

Documents Served: Order Denying Motion to Dismiss and Amending Scheduling Order

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Administrative Assistant

RECEIVED
Jul 31, 2025
DEPARTMENT OF
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BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**INTERVENOR SPACEHOLDERS' RESPONSE IN OPPOSITION TO CITY OF POCATELLO'S MOTION FOR SUMMARY JUDGMENT**

COME NOW, Intervenors Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District (hereinafter collectively referred to as "Spaceholders"), by and through their undersigned counsel of record, and hereby file this brief in opposition to the *City of Pocatello's Motion for Summary Judgment* filed by the City of Pocatello ("City" or "Pocatello") on February 18, 2025.[1] This response is filed pursuant to the Hearing Officer's schedule set forth in the *Order Denying Motion to Dismiss and Amending Scheduling Order* (June 25, 2025) and is supported by the *Declaration of Craig Chandler* ("*Chandler Dec.*") and the *Third Declaration of Abby R. Bitzenburg*

[1] This brief responds to the arguments found in the *City of Pocatello's Memorandum in Support of Motion for Summary Judgment* filed on February 18, 2025 ("*City Br.*").

("*Third Bitzenburg Dec.*") filed together herewith. For the reasons set forth below, the Hearing Officer should deny the City's motion.

INTRODUCTION

Pocatello asks the Hearing Officer to void the Water District 01 ("WD1") Rental Pool Procedures and order the Watermaster to issue a revised 2023 Final Storage Report wherein the "last to fill" condition is not applied to the City's 2022 private lease. Pocatello believes that it can lease its Palisades storage to any water user located within any county covered by WD1, profit from such a lease, and then have that storage the City would not otherwise beneficially use fill again in priority the subsequent year, regardless of any injury to other water rights. The City's novel theory flies in the face of established Idaho water law, disregards the decree for water right 01-2068, and would introduce a new leasing paradigm that would likely injure Pocatello's own junior storage right. As described below, the WD1 Rental Pool Procedures and the Watermaster's actions to implement the same in 2023 are consistent with law and should be upheld. Pocatello's voluntary decision to participate in the rental pool and temporarily change the place of use for its storage subject to a "last to fill" condition did not violate the Idaho Constitution or other law.

STANDARD OF REVIEW

A motion for summary judgment is allowed in any contested case under the Idaho Department of Water Resources' ("IDWR" or "Department") Rules of Procedure. IDAPA 37.01.01.220.03. Rule 56 of the Idaho Rules of Civil Procedure ("I.R.C.P.") is applicable to motions before the Department, except for subsections (b) and (g). The Department is required to grant summary judgment "if the movant shows that there is no genuine dispute as to any material fact and the relevant movant is entitled to a judgment as a matter of law." I.R.C.P. 56(a). The Department must "construe disputed facts in favor of the non-moving party, and all reasonable inferences that can be drawn from the record are drawn in favor of the non-moving party." I.R.C.P. 56(c). It is axiomatic

that summary judgment must be denied where any genuine issue of material fact remains unresolved. *See American Land Title Co. v. Isaak*, 105 Idaho 600, 601, 671 P.2d 1063, 1064 (1983).

Moreover, the Idaho Supreme Court has instructed that such motions should be granted with caution and that if the record contains conflicting inferences or reasonable minds might reach different conclusions, then the motion must be denied. *See Bonz v. Sudweeks*, 119 Idaho 539, 541, 808 P.2d 876, 878 (1991); *American Land Title Co.*, 105 Idaho at 602, 671 P.2d at 1065 (genuine issues of fact regarding parties' contractual obligations).

STATEMENT OF DISPUTED FACTS

The City lists several paragraphs in its "undisputed material facts" section. *See City Br.* at 3-8. The Spaceholders do not dispute the statements in paragraphs 1-4, 6, 8-11, 18, 20, 26, 27. However, the Spaceholders dispute the remaining statements of fact as follows (numbering follows City's) and contend that the declarations and exhibits submitted in support of this response refute the City's assertions:

5. Partial listing of decreed elements, omits other conditions on the face of the decree that further define or clarify the elements. *See Amended Partial Decree 01-2068*; Ex. B to *Bitzenburg Dec.*

7. Conclusory statement and legal interpretation of contract, not an "undisputed fact."

12. Conclusory statement that infers "only" WD1 "allocates stored water to spaceholders." The U.S. Bureau of Reclamation ("Reclamation") participates in such allocation decisions on an annual basis. *See generally, Chandler Dec.*; *see also*, *Amended Partial Decree 01-2068* at 2 ("2. The allocation of storage to federal contractors and the location of that storage, including carryover storage, in the reservoir system shall be determined by the United States Bureau of Reclamation pursuant to federal reclamation law and contracts entered into between the United States and federal contractors"); Ex. B to *Bitzenburg Dec.*

13. Conclusory and vague statement regarding the "Rental Pool" and characterization as to what it is or how it is defined by WD1.

14. Conclusory and vague statement regarding reference to a "Rental Pool" and what "overseen" means in this context.

15. No admissible evidence provided of the specific years and how Pocatello has rented its water since 1960. *See also, Amended Order on Cross Motions for Summary Judgment* at 4, 6 ("While the City believes the Storage Water was used for purposes of rental from 1960 through 1979, it admits there is no record of such use in this proceeding. As a result, the history of the City's use of the Storage Water from 1960 through 1979 is not discernable from the record" . . . "the history of the City's use of Storage Water from 1979 through 2005 is not discernable from the record"); Ex. 14 to *Bricker Dec.*

16. Conclusory and vague assertion regarding "IDWR's expressed concern" without admissible evidence to support.

17. Conclusory and vague statement regarding that 1989 was the first year "last to fill" rule was "formally adopted" and applied to storage rentals below Milner Dam.

19. Conclusory and vague statement that "last to fill" rule was changed to apply to "all rentals" within Water District 01. The statement has no date specification or what type of "rental" it is referring to.

21. Conclusory and vague statement that the "WD1 Watermaster fills all empty reservoir space . . ." The statement does not identify admissible evidence regarding the complete process of administering water rights in Water District 01 and the process to allocate storage to spaceholders within a given year. *See Chandler Dec.*

22. Conclusory and vague statements that only the "WD01 Watermaster effectuates application of the LTF Rule . . . and assigns that space the junior-most priority in the entire system" concerning a spaceholder's annual storage allocation. *See Chandler Dec.*

23. Legal conclusion regarding the City's use of storage in 2022 and the assertion that it "rented" storage water to AFRD#2.

24. Conclusory statement about AFRD#2's "use" of Pocatello's storage in 2022.

25. Conclusory and vague statement that WD01 alone "applied the LTF Rule against 2,396 AF of Pocatello's 50,000 AF of total space in Palisades Reservoir . . ." *See Chandler Dec.*

28. Conclusory and vague statement that the Watermaster alone "assigned the junior-most priority in the system" to "232,566.1 AF of LTF space." *See Chandler Dec.*

29. Conclusory and speculative statement of how certain storage space may or may not have filled in 2023 under an alternative allocation methodology. *See Chandler Dec.*

30. Conclusory and vague statement that WD01 alone "allocated Pocatello 46,590 AF of stored water in 2023." *See Chandler Dec.*

31. Conclusory and speculative statement of how certain storage space may or may not have filled in 2023 under an alternative allocation methodology. *See Chandler Dec.*

WATER DISTRICT 01 RENTAL POOL

The WD1 rental pool is authorized by Idaho law. As a substitute for a water right transfer, the rental pool provides a mechanism for a spaceholder to voluntarily lease storage water and temporarily change its decreed purpose of use or place of use.[2] *See Amended Order on Cross Motions for Summary Judgment* at 14-15; Ex. 14 to *Bricker Dec.* Idaho Code section 42-1765 authorizes the Idaho Water Resource Board to appoint local committees to facilitate the rental of stored water within water districts. *See id.* at 10-11. The committee has the authority to "market storage water between consenting owners and consenting renters under rules and regulations adopted by the board." I.C. §

[2] Pocatello challenges the WD1 Rental Procedures and their application in 2023, however the City is not required to participate in the rental pool. *See Amended Order on Cross Motions for Summary Judgment* at 12 ("The Rental Pool Procedures, along with the testimony of the Water District 01 Watermaster, show that participation in the Rental Pool is voluntary"); Ex. 14 to *Bricker Dec.*

42-1765 (emphasis added). The Board's rules require a local committee's rental procedures to prevent "injury to other water rights." IDAPA 37.02.03.040.h.

The Committee of Nine is the designated "local committee" for purposes of the WD1 Rental Pool. The Committee adopted the *Water District 1 2023 Rental Pool Procedures* ("*WD1 Procedures*") at the annual water district meeting and the Board approved the same by resolution. *See* Ex. A to *Third Bitzenburg Dec.* A spaceholder has the option to "opt out" and not participate in the rental pool on an annual basis. *See WD1 Procedures* at 11, ¶ 5.2.102; Ex. A to *Bitzenburg Dec.* (Feb. 18, 2025). Pocatello has voluntarily participated in the WD1 Rental Pool for several years. *See Olenichak Aff.*; Ex. B to *Third Bitzenburg Dec.* Pocatello is not required to participate in the WD1 Rental Pool.

The "last to fill" condition is applied to private leases of storage to prevent injury to other spaceholders, including non-participants. *See Olenichak Aff.* at 9; Ex. B to *Third Bitzenburg Dec.* In the context of senior priority storage rights, the last to fill condition protects junior storage space, like Pocatello's Palisades space, from the impacts of leasing that senior storage. *See id.*

ARGUMENT

I. Pocatello's Private Lease in 2022 Enlarged its Storage Right / Alternatively it is a Question of Fact to be Resolved at Hearing.

Pocatello alleges that its private storage lease in 2022 "did not enlarge" its storage water right and that the City is entitled to summary judgment that "WD01's application of the LTF Rule in 2023 was invalid." *City Br.* at 9. However, the City's analysis is fundamentally flawed as it does not adequately describe the underlying water right.

Pocatello begins its enlargement analysis with a description of a spaceholder's water right interest. *See City Br.* at 9-10. As confirmed by the Idaho Supreme Court in *United States v. Pioneer*

Irr. Dist., 144 Idaho 106, 157 P.3d 600 (2007), Pocatello admits that entities and individuals that put water to "beneficial use" hold "equitable title" to the storage water right.[3] *See id.*

Pocatello argues that the partial decree is a starting point for evaluating "the scope of spaceholder's storage right" and that if it is "silent" on an element, then IDWR should review that spaceholder's contract. *See id.* at 10-11. Next, Pocatello generally claims that "contracts are between the Bureau and the individual spaceholder and do not create any third-party beneficiaries." However, the City misrepresents its own spaceholder contract in making this argument and fails to disclose the fact that the City is obligated to provide "one-half of all water provided through the City's system for the use of its water users" as charged to its stored water and credited to other "water rights, whether natural flow or storage rights, that have been infringed on by pumping for the City." *See Contract* at 23-24; Ex. 1 to *Bricker Dec.* As such, the City's claim that there is no "third-party beneficiary" as to its contract is patently false and should be rejected.

Clearly, Pocatello seeks a limited review of its spaceholder contract to avoid what is required in an effort to persuade the Hearing Officer of its novel position. However, Pocatello cannot limit proper water right administration in this manner, particularly when it seeks to expand and enlarge the use of its storage right. *See e.g.*, *3G AG LLC v. Idaho Dept. of Water Resources*, 170 Idaho 251, 259, 509 P.3d 1180, 1188 (2022) (discussing prohibited water right enlargements).

A. Pocatello's Irrigation Organization Analogy is Flawed.

Pocatello argues that when the "end use" is authorized by the decree, "there is no enlargement, whether the water was rented or not." *City Br.* at 11. This is the crux of Pocatello's motion. Pocatello goes on to analogize how water within a canal company place of use can be transferred without requiring IDWR approval and such a move does not enlarge the water right. *See*

[3] Apart from implementing the replacement water provision in paragraph 16 of its Contract, Pocatello cannot legitimately claim that it has beneficially used any storage for "irrigation from storage" purposes. *See Amended Order on Cross Motions for Summary Judgment* at 4 ("What is clear is that the City has never taken delivery of any portion of the Storage Water into its municipal system for any purpose"); Ex. 14 to *Bricker Dec.*

id. at 12. Pocatello claims that, so long as storage water from 01-2068 is used for "irrigation from storage" above "Milner [dam]", there is no enlargement, "even if there was a rental." *Id.* In essence, the City argues that the boundaries of WD1, as defined solely by certain counties, is a single "service area" for all of the storage water rights in the various reservoirs of the Upper Snake River Basin.

Pocatello's argument misreads the Palisades partial decree and the limitations of a spaceholder's water right interest. First, the place of use in the partial decree for water right 01-2068 is defined as follows:

> Place of use for irrigation from storage is within the following counties: Fremont, Madison, Jefferson, Bonneville, Bingham, Bannock, Power, Minidoka, Cassia, Lincoln, Jerome, Twin Falls, Gooding, Teton, and Elmore.

Amended Decree 01-2068 at 1; Ex. B to *Bitzenburg Dec.*

In the "other provisions necessary for definition or administration of the water right," the decree further provides:

> 1. . . . The irrigation organizations act on behalf of the consumers or users to administer the use of the water for the landowners in the quantities and/or percentages specified in the contracts between the Bureau of Reclamation and the irrigation organizations for the benefit of the landowners entitled to receive distribution of this water from the respective irrigation organizations. The interest of the consumers or users of the water is appurtenant to the lands within the boundaries of or served by such organizations, and that interest is derived from law and is not based exclusively on the contracts between the Bureau of Reclamation and the irrigation organizations.

Id. at 2; Ex. B to *Bitzenburg Dec.* (emphasis added).

The above condition clarifies where the storage is put to beneficial use within the respective counties listed in the "place of use" element. In other words, the gross area of each listed county is not an authorized place of use. Contrary to Pocatello's theory, the storage under 01-2068 cannot simply be used anywhere within the listed counties, it is limited by the respective contractors' irrigation projects, and must be used on "lands within the boundaries of or served by such organizations." The adjudication code makes it clear that the SRBA Court was not required to list out each 40-acre parcel for the place of use for each irrigation organization. Instead, a digital boundary

for each irrigation project as allowed by section 42-219 is sufficient. *See* I.C. 42-1411(2)(h). That digital boundary is part and parcel of the decree's above condition referencing the irrigation organizations' "boundaries" or "lands served."

Pocatello's argument fails to recognize this requirement and the fact the storage is appurtenant to the lands within the various irrigation organizations. *See* I.C. § 42-101; *see also*, I.C. § 42-220 ("all rights to water confirmed under the provisions of this chapter, or by any decree of court, shall become appurtenant to, and shall pass with a conveyance of, the land for which the right of use is granted"); *Pioneer Irr. Dist.*, 144 Idaho at 110, 157 P.3d at 604 ("Irrigation of the lands serviced by the irrigation districts was the basis upon which the original water right licenses were issued. Without the diversion by the irrigation districts and beneficial use of water for irrigation purposes by the irrigators, valid water rights for the reservoirs would not exist under Idaho law").

Under Pocatello's theory, storage water from any canal company or irrigation district could be delivered and used anywhere within Water District 01 without having to go through the rental pool. This "county only" place of use argument ignores Idaho law and the fact the storage rights of the irrigation organizations are appurtenant to the lands within their respective projects. *See Mullinix v. Killgore's Salmon Fruit Co.*, 158 Idaho 269, 276, 346 P.3d 286, 293 (2015); *Anderson v. Cummings*, 81 Idaho 327, 335, 340 P.2d 1111, 1115 (1959) ("Appellants' decreed water right constitutes real property; such right is appurtenant to appellants' lands to which the water represented thereby has been beneficially applied"). The Hearing Officer should reject the City's argument accordingly.

B. Pocatello's Storage Right and its Leased Use in 2022.

Taking an over-simplistic view of the applicable storage water right (01-2068) in this case, Pocatello alleges there is no "enlargement" of the water right through the City's private storage lease in 2022. *See City Br.* at 14-15. As noted above, Pocatello's irrigation organization analogy is misplaced and fails to give effect to the conditions on the place of use in the partial decree.

Moreover, Pocatello has a contract to use storage water for defined purposes[4], including irrigation use "during any irrigation season," but there is no evidence that Pocatello has ever directly used water for that purpose. *See Contract* at 10, Ex. 1 to *Bricker Dec.* Although Pocatello attempted to change the beneficial use during the SRBA from irrigation to "municipal", the City's objection to the recommended purpose of use for 01-2068 was rejected by the Court.[5] Therefore, any proposed "irrigation" use of Pocatello's storage, outside of the city's service area, is not an authorized place of use under the decree. Since Pocatello does not presently use its storage for "irrigation from storage" purposes, any change in use (beyond what is required by the Contract), must be handled through the WD1 Rental Pool to avoid enlarging the water right to the injury of other existing water rights. In other words, spaceholders cannot freely assign their storage to other irrigation projects since that is not the recognized place of use for that storage.

Pocatello argues that the use of 6,290.2 acre-feet of its stored water in 2022 was allowed because the end use was "irrigation from storage" and that AFRD#2's project is within the counties authorized by the 01-2068 partial decree. *City Br.* at 15. Pocatello goes even further to argue the Contract does not prescribe where the City must "deliver its stored water or put its stored water to end use." *Id.* Again, Pocatello overlooks the decree's conditions for definition and administration of the storage water right and the fact each irrigation entity's project defines the place of use for the

[4] The primary purpose of the Pocatello storage contract is set forth in the fourth "whereas" clause where the City expressly agreed that it was "securing water for all municipal uses by pumping from underground and from surface flow that would, if not intercepted by the City, flow into the Snake River below Palisades Dam, desires to replace in the Snake River by means of storage at Palisades Reservoir water in volume approximately the equivalent of that removed by pumping from Snake River tributary underground and surface flows, and it having been determined that 50,000 acre-feet of active capacity in Palisades Reservoir will furnish such approximate equivalent volume." *See Contract* at 2, Ex. 1 to *Bricker Dec.*

[5] *See generally*, *Order Dismissing Notice of Challenge with Prejudice* (In Re SRBA Case No. 39576, Subcase Nos. 01-2068 and 01-2068Y, Fifth Jud. Dist., Twin Falls County Dist. Ct., July 10, 2013); *City of Pocatello's Notice of Challenge* (July 8, 2013); *Special Master Report and Recommendation Amended Nunc Pro Tunc* (Apr. 15, 2013) ("When Pocatello used its water for other uses, it did so lawfully not because the license was amended or because of an accomplished transfer, but because Pocatello put the water into a rental pool. . . . By participation in a rental pool, Pocatello was able to use its water licensed for irrigation and power uses for non-licensed purposes and places of use."); Ex. C to *Third Bitzenburg Dec.*

respective storage. *See Amended Decree 01-2068* at 2; Ex. B to *Bitzenburg Dec.* Pocatello is required to supply a portion of its storage to replace its groundwater pumping (and surface diversions) tributary to the Snake River, and is authorized to order water if the City should ever "construct facilities which would permit the direct delivery of stored water to it from the Snake River." *See Contract* at 25; Ex. 1 to *Bricker Dec.*

Unless the City's storage is charged for the required replacement water provision, the City is not free to assign its storage to any irrigation project above Milner Dam without proceeding through the Water District 01 Rental Pool. Taken to the extreme, any spaceholder could have its storage assigned and used in any county above Milner Dam with no finding of enlargement, even though the storage water right was not appropriated in that manner and the storage is dedicated and appurtenant to specific lands. *See e.g., Pioneer Irr. Dist.*, 144 Idaho at 113, 157 P.3d at 607.

II. Application of the "Last to Fill" Condition to Pocatello's Privately Leased Storage Space in 2023 was Valid.

Pocatello asks the Hearing Officer to rule as a matter of law that the application of the "last to fill" condition against certain of Pocatello's storage space in 2023 was unconstitutional and in violation of Idaho Code § 42-602. Pocatello's argument contradicts its own voluntary actions and the lawful application of the Rental Pool Procedures by the WD1 Watermaster.

First, spaceholders <u>are not</u> required to participate in the WD1 Rental Pool. By opting into the Rental Pool, participants agree to a different set of rules than they would otherwise encounter pursuant to typical water right administration.[6] For example, when a water right owner submits his or her water right into the State Water Supply bank for lease, the Director has authority to deny a lease that will injure other right holders. *See* I.C. § 42-1763; IDAPA 37.02.03.30.01. In the storage context the water district has described that "[i]mpacts to spaceholder storage allocation can occur when

[6] *See Concepts and Procedures* at 129 ("Beginning in 1988, storage suppliers to the Rental Pool were given the option to designate whether their space would be made available for rentals to power purposes below Milner in addition to being made available for ag (agricultural) purposes above Milner"); Ex. C to *Bitzenburg Dec.*

other spaceholders evacuate their storage allocation to supply two-party leases…Therefore, the space evacuated to supply these leases is placed in the reservoir system's *last-to-fill* space after evacuation to prevent any impact on other spaceholder reservoir fill in the following year." *See Concepts and Procedures* at 136; Ex. C to *Bitzenburg Dec*. To protect other spaceholders and mitigate other rights when the reservoir system does not fill, spaceholders choosing to lease their storage to a second party are required to have that evacuated space placed in the reservoir system's last-to-fill space in the year following the lease. *See id.* at 139; Ex. C to *Bitzenburg Dec*.

Concern existed that spaceholders in senior reservoirs could receive money by leasing all their surplus storage remaining in those reservoirs at the end of the year, but the true impact of the leases would be passed to junior spaceholders when the reservoir system failed to fill in the year following the leases, therefore, spaceholders *choosing* to lease their storage to a second party were required to have their evacuated space placed in the reservoir system's last-to-fill space for the year following the lease. *See id*. Regardless of whether direct injury occurred the year water was leased, there remains the potential for injury to junior water right holders because, if the system fails to fill the following year, water is unavailable for spaceholders since it was rented out the year prior. As a result, there have not been disparities between physical reservoir contents and spaceholder carryover caused by storage supplied for private leases, storage assignments, and *Supplemental Pool* rentals since 2004, because those rentals are always deducted from the suppliers' storage allocations in the year rental storage was used. *See Concepts and Procedures* at 137; Ex. C to *Bitzenburg Dec*.

Pocatello challenges the WD1 Rental Procedures and application of the "last to fill" procedure to certain space in 2023. The City overlooks key facts regarding its private lease. First, Pocatello voluntarily chose to participate in the 2022 Rental Pool. *See City Br.* at 23; *See Olenichak Aff.* at 3, ¶ 5; Ex. B to *Third Bitzenburg Dec.* Pocatello had an option to "opt out" of the rental pool that year, but it chose not to. *See 2023 Rental Pool Procedures* at 10; Ex. A to *Bitzenburg Dec.* ("Any spaceholder making such election shall be deemed a 'participant' for the current year and every year

thereafter until the spaceholder provides written notice to the Watermaster prior to March 15 of the year common pool rentals are purchased, rescinding its participation"). Pocatello's voluntary participation in the Water District 01 Rental Pool over the past few decades has been very profitable, to the tune of over $4 million dollars. *See Olenichak Aff.* at 6-7 (total of common pool and private lease revenue); Ex. B to *Third Bitzenburg Dec.*

The condition for approval and implementation of a private lease is that space is "last to fill" the subsequent year in order to not injure other water rights. *See Olenichak Aff.* at 8, ¶¶ 26-28; Ex. B to *Third Bitzenburg Dec.* Pocatello understands this condition, and has freely accepted it for years. Pocatello expressly accepted the condition in 2022 when, in exchange for the private lease to various cities, it received $121,377.50. *See Olenichak Aff.* at 7, ¶ 20.o.

The "last to fill" condition for a private lease protects other storage right holders and ensures that the water that would otherwise not have been used by the right holder does not subsequently fill in priority ahead of other storage rights. The condition is a valid implementation of a private lease as the lessor seeks to make a temporary change to the use of the storage water by having it leased and assigned to another water user at a different place of use. *See generally*, I.C. § 42-1765; IDAPA 37.03.03.040.h (prevention of injury to other water rights). Pocatello, as a participant in the Rental Pool, voluntarily accepted the conditions of its 2022 private lease, which included the potential of a "last to fill" priority the following year. In this sense, Pocatello agreed to subordinate the priority date for that leased storage as water users have the right to do. *See Clear Springs Foods, Inc. v. Spackman*, 150 Idaho 790, 797-98, 252 P.3d 71, 78-79 (2011) (discussing Idaho Power's partial subordination of water rights through Swan Falls Agreement); *see also*, *Bd. of Cnty. Comm'rs v. Crystal Creek Homeowners' Ass'n*, 14 P.3d 325, 329, n. 1 (Colo. 2000) ("the holder of an otherwise senior water right consents to stand in order of priority behind another person or persons holding a junior water right"). Stated another way, nothing prevented Pocatello from voluntarily participating in the Rental Pool pursuant to the conditions it accepted for its private lease in 2022. *See e.g., Boise*

Mode, LLC v. Donahoe Pace & Partners Ltd., 154 Idaho 99, 107, 294 P.3d 1111, 1119 (2013) ("Freedom of contract is a fundamental concept underlying the law of contracts. . . . Thus, parties may draft a contract to avoid some duties and liabilities that would normally be part of the contractual relationship").

Moreover, by "agreeing" to be a participant, Pocatello accepted the applicable procedures and "waived" any right to challenge the conditions that followed from that lease. *See e.g., Fullerton v. Griswold*, 142 Idaho 820, 824, 136 P.3d 291, 296 (2006) ("voluntary, intentional relinquishment of a known right or advantage"). After all, the WD1 Watermaster and other participants relied upon Pocatello's acceptance of the rental procedures' condition when the private lease was accepted and implemented in 2022. Decisions were made based upon the procedures and conditions in place at the time.

If Pocatello's lease, or any other private lease was not conditioned as "last to fill," then who knows how many spaceholders would or would not have participated in the rental pool that year. In other words, no spaceholder agreed to participate in a rental pool with the understanding that Pocatello was free to privately lease without the "last to fill" condition. For the above reasons the Hearing Officer should reject the City's arguments and deny its motion for summary judgment.

III. An Issue of Fact Exists Regarding Whether the City's Storage Space Would Have Filled in 2023 if Other Spaceholders Would Have Been Similarly Exempt from Last-to-Fill Condition.

The City claims that its storage water right would have filled entirely in 2023 had it not been subject to the last-to-fill ("LTF") procedure. *See City Br.* at 8; *Netter Dec.* at 3. "Had WD01 not made 2,396 AF of Pocatello's space LTF, but allocated stored water to that space in accordance with its 1939 priority date, that 2,396 AF of space would have filled completely." The City fails to consider or acknowledge that it is not the exclusive water right holder in Palisades Reservoir or other reservoirs for that matter. Therefore, if WD01's last-to-fill procedure changed as applied to the City, it *also* changes as applied to <u>all others</u> in the reservoir system, including other right holders that

privately leased storage in 2022. If new rules allow any given spaceholder to privately lease to others for "irrigation" uses anywhere in WD01 without an injury analysis and last-to-fill designation, then the most junior storage right would ultimately suffer the consequences. *See Olenichak Aff.* at 9, ¶¶ 32-35; Ex. B to *Third Bitzenburg Dec.* In other words, if all storage water rights are treated the way the City requests, then storage leased from other reservoirs, including with priorities senior to Palisades water right 01-2068 would *also* not have been last-to-fill for 2023. In such a scenario the City would likely not have received the 2,396 AF anyway because its junior water right would have had too many senior rights allowed to remain in front of it because they were also no longer subject to last-to-fill.

Essentially, the City wishes to benefit from other spaceholders' subjection to last-to-fill but avoid the consequences of its own last-to-fill status in 2023. It is an issue of material fact as to whether the City would have actually benefitted if the last-to-fill condition was not applied to its private lease in 2022 and thus, to others. If indeed the City would not have ultimately received "fill" due to its junior status and subordination, even without last-to-fill, then the City can claim no injury.

Therefore, at a minimum, an issue of material fact is present because "A material fact is one upon which the outcome of the case may be different." *Kelso v. Applington*, 173 Idaho 738, 548 P.3d 363, 367 (2024) (quoting *Johnson v. N. Idaho Coll.*, 153 Idaho 58, 67, 278, P.3d 928, 937 (2012)). With no provable injury, the outcome of the case would be different, making summary judgment inappropriate. For this reason, the Hearing Officer can deny Pocatello's motion accordingly.

IV. The City's Requested Relief is Impossible.

Pocatello requests IDWR to order "WD01 to issue a revised 2023 Final Storage Report wherein WD01 does not apply the LTF Rule against any of Pocatello's space." *City Br.* at 17. The City's requested relief is literally "water under the bridge." The final storage report for 2023, or what storage spaceholders were allocated that year, is two years past. Decisions have been made by spaceholders and water users and storage water has been used according to that final storage report.

Moreover, the additional storage that Pocatello may have received that year is moot and irrelevant now in 2025. Pocatello has provided no evidence that the alleged additional storage (2,396 acre-feet) would have been put to beneficial use that year, or the next (i.e. 2024). Pocatello cannot simply demand additional storage with no corresponding beneficial use. *See e.g., American Falls Reservoir Dist. #2 v. Idaho Dept. of Water Resources*, 143 Idaho 862, 880, 154 P.3d 433, 451 (2007) ("To permit excessive carryover of stored water without regard to the need for it, would be in itself unconstitutional").

Finally, since Reclamation conducted flood control operations resulting in water passing Milner Dam in the spring of 2024, all "last to fill" conditions placed upon privately leased storage in 2024 were eliminated. *See April 23, 2024 Weekly* Report, Ex. E to *Second Bitzenburg Dec.* As such, Pocatello's space filled in priority in 2024 without any "last to fill" conditions imposed for prior leases. In sum, there is no possible way for the Watermaster to go back and "re-write" the 2023 Final Storage Report that would result in any meaningful relief for the City today in 2025. Storage was used in 2023 and refilled again in 2024. Any claim the City has for lost water in 2023 is moot at this point.

CONCLUSION

For the reasons set forth above, the Spaceholders respectfully request the Hearing Offficer deny the City's motion for summary judgment. The City's argument misconstrues Idaho law and the appurtenant places of use identified in the decree for water right 01-2068. Contrary to the City's argument, a spaceholder's storage water cannot be used anywhere within WD1 without participating in the rental pool. Pocatello's "irrigation organization" analogy fails and spaceholders' storage is appurtenant to specific irrigation projects within Water District 01, not every single county above Milner Dam, as alleged. Pocatello's misreading of the Palisades storage water right decree should be denied.

Moreover, Pocatello voluntarily participated in the WD1 Rental Pool, accepted over $100,000 for its private lease in 2022, and was subject to the valid conditions placed upon that lease, including the "last to fill" condition in 2023. The Watermaster properly implemented the procedures and there was no violation of Idaho law. Therefore, the City's request for summary judgment should be denied.

DATED this 31st day of July, 2025.

PARSONS BEHLE & LATIMER



Travis L. Thompson
Abby R. Bitzenburg

IDAH2O, PLLC

/s/ John K. Simpson

John K. Simpson

Attorneys for Burley Irrigation District

RIGBY, ANDRUS & RIGBY LAW, PLLC

/s/ Jerry R. Rigby

Jerry R. Rigby
Hyrum Erickson

Attorneys for Fremont-Madison Irrigation District and Idaho Irrigation District

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of July, 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

James Cefalo, Presiding Officer Idaho Dept. of Water Resources *** service by electronic mail only james.cefalo@idwr.idaho.gov file@idwr.idaho.gov sarah.tschohl@idwr.idaho.gov	Craig Chandler IDWR – Eastern Region WD01 Water Master Craig Chandler *** service by electronic mail only craig.chandler@idwr.idaho.gov
Sarah A. Klahn Max C. Bricker Veva Francisco Somach Simmons & Dunn *** service by electronic mail only sklahn@somachlaw.com mbricker@somachlaw.com vfrancisco@somachlaw.com	Candice M. McHugh Chris M. Bromley McHugh Bromley PLLC *** service by electronic mail only cmchugh@mchughbromley.com cbromley@mchughbromley.com
Richard A. Diehl City of Pocatello *** service by electronic mail only rdiehl@pocatello.gov	Jeff Raybould: jeff@raybouldbros.com Ann Yribar: ann.yribar@ag.idaho.gov

/s/ Jessica Nilense
Jessica Nielsen
Assistant to Travis L. Thompson and
Abby R. Bitzenburg

RECEIVED
Jul 31, 2025
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BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**THIRD DECLARATION OF ABBY R. BITZENBURG IN SUPPORT OF INTERVENOR SPACEHOLDERS' RESPONSE TO CITY'S MOTION FOR SUMMARY JUDGMENT**

I, Abby R. Bitzenburg, declare as follows:

1. I am duly licensed to practice law in the State of Idaho, and I am an attorney with the firm of PARSONS BEHLE & LATIMER. I am over the age of 18 and make this declaration based upon my personal knowledge. I am an attorney representing Burley Irrigation District in this contested case.
2. Attached hereto as Exhibit A is a true and correct copy of the *Resolution to Approve Amended Rental Pool Procedures for 2023*, approved by the Idaho Water Resource

Board on March 31, 2023.

3. Attached hereto as Exhibit B is a true and correct copy of the *Affidavit of Anthony S. Olenichak in Support of State of Idaho's Cross Motion for Summary Judgment and Response to Plaintiff's Motion for Summary Judgment* filed on November 2, 2023 (Fifth Jud. Dist., Twin Falls Dist. Ct., Case No. CV42-23-1668).
4. Attached hereto as Exhibit C is a true and correct copy of the *Special Master Report and Recommendation Amended Nunc Pro Tunc* dated April 15, 2013 (Fifth Jud. Dist., Twin Falls Dist. Ct., In Re SRBA Case No. 39576, Subcase Nos. 01-2068 and 01-2068Y) (April 15, 2013).
5. I declare under penalty of perjury under the laws of the state of Idaho that the foregoing is true and correct to the best of my knowledge.

RESPECTFULLY submitted this 31st day of July, 2025.

PARSONS BEHLE & LATIMER



Abby R. Bitzenburg

Attorneys for Burley Irrigation District

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of July, 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

James Cefalo, Presiding Officer Idaho Dept. of Water Resources *** service by electronic mail only james.cefalo@idwr.idaho.gov file@idwr.idaho.gov sarah.tschohl@idwr.idaho.gov	Craig Chandler IDWR – Eastern Region WD01 Water Master Craig Chandler *** service by electronic mail only craig.chandler@idwr.idaho.gov
Sarah A. Klahn Max C. Bricker Veva Francisco Somach Simmons & Dunn *** service by electronic mail only sklahn@somachlaw.com mbricker@somachlaw.com vfrancisco@somachlaw.com	Candice M. McHugh Chris M. Bromley McHugh Bromley PLLC *** service by electronic mail only cmchugh@mchughbromley.com cbromley@mchughbromley.com
Richard A. Diehl City of Pocatello *** service by electronic mail only rdiehl@pocatello.gov	Jeff Raybould: jeff@raybouldbros.com Ann Yribar: ann.yribar@ag.idaho.gov



Abby R. Bitzenburg

Exhibit A

BEFORE THE IDAHO WATER RESOURCE BOARD

IN THE MATTER OF APPROVAL OF AMENDED RENTAL POOL PROCEDURES FOR THE UPPER SNAKE RIVER RENTAL POOL	RESOLUTION TO APPROVE AMENDED RENTAL POOL PROCEDURES FOR 2023

WHEREAS, section 42-1765, Idaho Code and subsections of IDAPA 37.02.030.40, Water Supply Bank Rule 40, authorizes the Idaho Water Resource Board to appoint local committees to facilitate the lease and rental of stored water within rental pools; and

WHEREAS, the Water District 01 Advisory Committee, also known as the Committee of Nine, is the local committee appointed by the Idaho Water Resource Board to facilitate the lease and rental of stored water within the Upper Snake River Rental Pool; and

WHEREAS, the Water District 01 Advisory Committee has adopted amended procedures for the calendar year 2023, pursuant to which they intend to facilitate the lease and rental of rental pool stored water; and

WHEREAS, the Director of the Department of Water Resources has reviewed the local committee procedures and may recommend that the Idaho Water Resource Board approve the rental pool procedures; and

NOW, THEREFORE BE IT RESOLVED that the amended Upper Snake River Rental Pool procedures are approved by the Idaho Water Resource Board.

DATED this 31st day of March 2023.

JEFF RAYBOULD, Chairman
Idaho Water Resource Board

ATTEST _____
DEAN STEVENSON, Secretary

Exhibit B

RAÚL R. LABRADOR
ATTORNEY GENERAL

SCOTT L. CAMPBELL
Chief of Energy and Natural Resources Division

GARRICK L. BAXTER, ISB No. 6301
ANN N. YRIBAR, ISB No. 8406
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Attorneys for Defendants Idaho Water Resource Board, Idaho Department of Water Resources, Mathew Weaver in his official capacity as the Director of the Idaho Department of Water Resources, and Tony Olenichak in his capacity as Water District 01 Watermaster.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

CITY OF POCATELLO,

Plaintiff,

vs.

IDAHO WATER RESOURCES BOARD, IDAHO DEPARTMENT OF WATER RESOURCES, MATHEW WEAVER, in his capacity as Director of the Idaho Department of Water Resources, and TONY OLENICHAK, in his capacity as Water District 01 Watermaster,

Defendants,

Case No. CV42-23-1668

AFFIDAVIT OF ANTHONY S. OLENICHAK IN SUPPORT OF STATE OF IDAHO'S CROSS MOTION FOR SUMMARY JUDGMENT AND RESPONSE TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

and

CITY OF BLISS, CITY OF BURLEY, CITY OF CAREY, CITY OF DECLO, CITY OF DIETRICH, CITY OF GOODING, CITY OF HAZELTON, CITY OF HEYBURN, CITY OF JEROME, CITY OF PAUL, CITY OF RICHFIELD, CITY OF RUPERT, CITY OF SHOSHONE, and CITY OF WENDELL, BURLEY IRRIGATION DISTRICT, FREMONT-MADISON IRRIGATION DISTRICT, and IDAHO IRRIGATION DISTRICT,

Intervenors.

STATE OF IDAHO)
) ss
COUNTY OF BONNEVILLE)

ANTHONY S. OLENICHAK, being first duly sworn upon his oath, deposes and state that:

1. I am over the age of 18 years and competent as to the matters discussed below.
2. In 1988, I began work for the Idaho Department of Water Resources in the Eastern Regional Office as a senior water rights agent. In 1990, I became a hydrologist for Water District 01. I was later promoted to the Water District 01 Program Manager, a position I have held since 2006. My duties and responsibilities as Program Manager include, among other things, supervision of Water District 01 staff and operating, maintaining, and improving the Water District 01 water rights accounting system.
3. I am the Watermaster of Water District 01. I have held this position since mid-2019. My duties and responsibilities as watermaster include, among other things, overseeing the distribution of natural flow and storage water to diversions in Water District 01 to satisfy water delivery requests.

4. According to Procedure 4.1 of the 2023 Rental Pool Procedures, the Watermaster shall serve as the manager of the rental pool and shall administer the rental pool consistent with these procedures, which include, but are not limited to:
    a. Determining impacts pursuant to Procedure 7;
    b. Calculating payments to participating spaceholders as prescribed by Procedures 5.2 and 7.3;
    c. Accepting storage into the common pool, assignment pool, and executing rental agreements on behalf of the Committee;
    d. Disbursing and investing rental pool monies with the advice and consent of the Rental Pool Subcommittee; and
    e. Taking such additional actions as may be directed by the Committee.
5. Participation in the Water District 01 rental pool is voluntary. Spaceholders may choose to participate or not to participate.
6. Any spaceholder that chooses not to participate is treated as though the Water District 01 Rental Pool Procedures do not apply to them. Non-participant storage is allocated and administered without reference to the procedures.
7. Participation in the rental pool is encouraged. The procedures seek to ensure that at least 75% of contracted reservoir system space is committed to supplying the Common Pool by participating spaceholders.
8. A higher percentage of participants lessens the burden on any one spaceholder of having to provide water to the pool and ensures there is a sufficient market of water made available for other uses.
9. Spaceholder participation in the rental pool has varied over the years.

10. In 2023, all spaceholders except two participated in the Common Pool.

11. Participating spaceholders make all their storage water available to the Common Pool.

12. After a determination is made as to how much water will be needed to meet the demand for water from the Common Pool, a proportionate share of each participant's storage water is made available for rental through the Common Pool. The share made available depends on the rental demand each year and the restrictions contained in the rental pool procedures.

13. The Common Pool supplies storage for: large rentals, small rentals, flow augmentation under the Snake River Water Rights Agreement of 2004 ("Nez Perce Agreement"), Blackfoot Equitable Adjustment Agreement, and the 2015 Shoshone Bannock Settlement Agreement.

14. The rental pool procedures were created, partly, as a mechanism to effectuate the terms of the Nez Perce Agreement, one of which was to provide flow augmentation from the Upper Snake system.

15. Without the rental pool, it is unclear how the State of Idaho would effectuate getting the water supplies necessary to provide the flow augmentation required by the Nez Perce Agreement, or to provide mitigation under agreements such as the 2015 SWC-IGWA Settlement Agreement, 2015 Settlement Agreement with the Shoshone-Bannock Tribes, and Blackfoot River Equitable Adjustment Settlement Agreement Water.

16. Participants in the rental pool receive benefits that include:

    a. Allowance for changes in purpose of use, place of use, and point of diversion to occur without the necessity of completing the water right transfer process described in section 42-222, Idaho Code.

b. Monetary incentives when leasing their storage allocations to other water users.

c. Protections and incentives provided when flow augmentation storage is supplied to the USBR under the Nez Perce Agreement.

d. Opportunity to obtain additional storage supplies when participants have exhausted their own storage allocations.

17. The City of Pocatello is a voluntary participant in the Water District 01 Rental Pool and contributed to the Common Pool in 2005–2022.

18. The City of Pocatello received the following monetary benefits resulting from annual Common Pool rentals occurring in the years 2005–2022:

a. 2005: $17,443.29

b. 2006: $17,128.91

c. 2007: $6,537.43

d. 2008: $23,336.80

e. 2009: $19,456.27

f. 2010: $8,512.29

g. 2011: $24,139.13

h. 2012: $75,375.16

i. 2013: $128,296.94

j. 2014: $24,104.86

k. 2015: $18,213.92

l. 2016: $12,088.47

m. 2017: $23,880.49

n. 2018: $31,014.00

o. 2019: $23,483.28

p. 2020: $25,775.02

q. 2021: $31,650.00

r. 2022: $2,521.85

s. Total: $512,958.07

19. In addition to providing storage water to the Common Pool, participating spaceholders may also supply storage water for things like hydropower rentals, private storage leases, and additional flow augmentation rentals.

20. The City of Pocatello has provided storage water to other water users through private leases each year beginning in 2007, excepting the year 2009. The following list shows the acre-feet (AF) volume the City privately leased from the City's storage allocation and the monetary amount paid to the City by the lessee for each lease:

    a. 2007: 24,345 AF to Idaho Ground Water Users Association ("IGWA") for $243,450

    b. 2008: 10,369 AF to IGWA for $103,690

    c. 2010: 10,000 AF to IGWA for $100,000

    d. 2011: 10,000 AF to Southwest Irrigation District ("SWID") for $100,000

    e. 2012: 10,000 AF to SWID for $100,000

    f. 2013: 10,000 AF to SWID for $100,000 and 10,000 AF to IGWA for $250,000

    g. 2014: 10,000 AF to SWID for $100,000

    h. 2015: 10,000 AF to SWID for $200,000

    i. 2016: 732 AF to various other cities for total of $14,640; 10,000 AF to SWID for $200,000; and 10,000 AF to LCSC Enterprises LLC. for $200,000.

j. 2017: 192 AF to various other cities for a total of $3,840; 10,000 AF to SWID for $200,000; and 10,000 AF to LCSC Enterprises LLC for $200,000

k. 2018: 3,000 AF to SWID for $60,000 and 10,000 AF to LCSC Enterprises LLC for $250,000

l. 2019: 4,703.6 AF to various other cities for a total of $94,072; 10,000 AF to SWID for $200,000; and 10,000 AF to LCSC Enterprises LLC for $250,000

m. 2020: 2,097.4 AF to various other cities for a total of $41,948 and 20,000 AF to SWID for $500,000

n. 2021: 3,969.3 AF to various other cities for a total of $99,232.50 and 1,550 AF to City of Idaho Falls for $31,000

o. 2022: 4,855.1 AF to various other cities for a total of $121,377.50

p. Total: $3,763,250

21. The rental pool procedures are drafted to ensure participants in the pool have priority over non-participants in purchasing storage through the rental pool.

22. The rental pool procedures are drafted to ensure that non-participating spaceholder storage allocations are not impacted by operation of the rental pool.

23. The rental pool procedures are also drafted to ensure that participating-senior spaceholders that lease their storage do not impact other spaceholders' storage fill and allocations.

24. A storage spaceholder in Water District 01 has the right to use their entire storage allocation at point of diversion, place of use, and purpose of use that are consistent with the decreed water right for the storage reservoir and their storage contract. However, a spaceholder does not have the right to lease their storage to be used at points of diversion,

places of use, or purposes of use outside the ones described in the decreed water right for the storage reservoir or their storage contract unless the spaceholder files a transfer under I.C. § 42-222 or leases water through the rental pool. A lease can only occur if the lease will not cause injury to other water rights. IDAPA 37.02.03.040.01.h

25. Leasing water through the Water District 01 Rental Pool has the potential to impact or lessen, not just non-participating spaceholder's reservoir accruals, but also the reservoir accrual of other participating spaceholders.
26. The Last to Fill Procedure was put into place to protect spaceholders' reservoir accrual from being impacted or lessened as a result of other spaceholders leasing storage to be used for places of use, points of diversion, or purposes of use different than described in the reservoir's decreed water right or their storage contract. Evacuation of a spaceholder's storage to provide for a lease cannot be allowed to lessen other spaceholder's storage.
27. To ensure that non-participating and other participating spaceholders are not injured by operation of the rental pool, participating spaceholders who assign storage to the Common Pool, rent through a private lease, assign water to the supplemental pool, the assignment pool, or the extraordinary pool have the storage that was evacuated to supply those rentals become Last to Fill space in the reservoir system in the following year
28. Junior and non-participating spaceholder allocations are protected by the Last to Fill Procedure. The Last to Fill Procedure causes all senior space evacuated to supply rentals to refill under the same priority as junior space evacuated to supply rentals.
29. Rather than being a penalty, the Last to Fill Procedure serves to protect non-participating spaceholders and participating junior spaceholders.

30. Palisades Reservoir has 259,600 acre-feet with a 1921 priority date, 940,400 acre-feet with a 1939 priority date, and 157,000 acre-feet with 2002 priority date. American Falls Reservoir has 1,672,590 acre-feet with a 1921 priority date. Jackson Lake has 298,981 acre-feet with a 1906 priority date, 138,829 acre-feet with a 1910 priority date, and 409,190 acre-feet with a 1913 priority date.

31. The City of Pocatello has a storage contact with the Bureau of Reclamation for 50,000 acre-feet of the 940,400 total acre-feet of 1939-priority space in Palisades Reservoir and does not have a storage contract for any space in Jackson or American Falls Reservoirs.

32. If a spaceholder in a senior-priority reservoir, like Jackson or American Falls, leases out water through the rental pool, it is assumed that is water that the senior spaceholder would not otherwise have used during that year.

33. In the following year, the space evacuated by the senior Jackson or American Falls spaceholder will need to be filled to 100% before junior spaceholders, like the City of Pocatello in the 1939-Palisades space, can be filled.

34. Thus, the evacuation of space for a rental of water by senior Jackson or American Falls could potentially cause the junior Palisades space to either not fill or only fill partially in the following year.

35. The Last the Fill Procedures ensure that junior priority space, like the City of Pocatello's 1939-Palisades space, is not impacted or lessened by senior-priority spaceholder's evacuation of space for rental of water through the rental pool.

DATED this 2nd day of November 2023.

ANTHONY S. OLENICHAK

SUBSCRIBED AND SWORN to before me this 2nd day of November 2023.

JONIE M BARG
COMMISSION #50442
NOTARY PUBLIC
STATE OF IDAHO

Notary Public for Idaho
Residing at: Idaho Falls, Id
My commission expires: July 25, 2024

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of November 2023, I caused to be served a true and correct copy of the foregoing via iCourt E-File and Serve, upon the following:

Sarah A. Klahn
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ANN N. YRIBAR
Deputy Attorney General

Exhibit C

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
APR 15 2013
By _____ Clerk
_____ Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	**Subcases 01-2068 (USDI/BOR) and 01-2068Y (City of Pocatello)**
Case No. 39576	)	**SPECIAL MASER REPORT AND RECOMMENDATION AMENDED NUNC PRO TUNC**

Director's Report

The Director of the Idaho Department of Water Resources filed his *Director's Report, Reporting Area Basin 01, IDWR Part 2* on December 19, 2006.

01-2068 – The Director recommended claim 01-2068 to the United States of America, Department of Interior, Regional Director PN Region, Bureau of Reclamation PN-3100, 1150 N. Curtis Road, Suite 100, Boise, Idaho, 83706-1234, for 1,200,000 afy from the Snake River in Palisades Reservoir for year-'round irrigation and power storage and power from storage plus irrigation from storage from March 15 to November 15 with a priority date of July 28, 1939, based on a license.

01-2068Y – The Director recommended claim 01-2068Y filed by Pocatello be disallowed: "Recommended as right no. 1-2068."

Objections

01-2068 – Objections to the BOR's claim were filed by the BOR, the Milner, Minidoka, Falls, Burley and A&B Irrigation Districts, the North Side Canal Company, the State of Idaho and Pocatello on April 19 and 20, 2007.

Pocatello's *Objection* in subcase 01-2068 is unique and squarely frames the issues addressed in this matter. It stated the water right "[s]hould include acknowledgement of the use of the water under Pocatello's contract that is held by the City of Pocatello as consumer or user of the water." Pocatello's *Objection*, at 2. The City listed 12 additional year-'round uses (besides irrigation and power uses) which should have been recommended. It argued the places of use should include lands within the City's service area plus "those lands located within the Snake River drainage below Palisades Reservoir that have or may in the future receive water from the City of Pocatello's Palisades Reservoir storage right through mitigation or through rental or lease from the City of Pocatello." Pocatello's *Objection*, at 3.

In support of its *Objection*, Pocatello wrote:

> 1. This objection is made pursuant to the contractual rights of the City of Pocatello under the contract it entered into with the U.S. Bureau of Reclamation under Contract No. 14-06-100-1825 dated January 8, 1960 (hereinafter Contract). Under the Contract, the City of Pocatello is entitled to 4.1667% of the reservoir capacity, which is 50,000 acre feet at the estimated active capacity of 1,200,000 acre feet. This water was acquired by the City to mitigate and replace to the Snake River, in accordance with applicable law, depletions attributable to the City's diversion of ground water and surface water for municipal uses within the City's service area. In accordance with applicable law and the terms of the Contract, water withdrawn from the City's wells or diverted at the City's headgates is replaced to the Snake River using the City's Palisades Reservoir water. In addition, the City may rent its Palisades Reservoir water to other users for irrigation, power, domestic, municipal, industrial, commercial, mitigation and recharge purposes on an annual basis pursuant to the terms of the Contract. The City provides water to numerous landowners through mitigation, lease, and/or rental of its Palisades Reservoir storage right. The City also owns certain property located within its service area.
> 2. Claim 01-2068 was only claimed and recommended in the SRBA for storage water in Palisades Reservoir for the limited purposes of irrigation and power. Pursuant to Article 24 of the Contract, Pocatello files this objection to ensure that the full nature and extent of the City's Palisades storage right is properly decreed in the SRBA.
> 3. Number 5 of the Conditions of Approval for recommendation 01-2068 needs to reflect that as a matter of Idaho constitutional and statutory law, title to the use of the water under Pocatello's Contract is held by the City of Pocatello as consumer or user of the water.[1] The Idaho Supreme Court in *United States of*

[1] Pocatello's reference to "Number 5 of the Conditions of Approval for recommendation 01-2068" is confusing. It may reference an internal IDWR document entitled "Adjudication Recommended Right Report" which can be found by searching IDWR's online database for water right 01-2068. The report is **not** part of the SRBA official record. A section of that internal report, entitled "Conditions of Approval", paragraph 6 (not 5), states:

America v. Pioneer Irrigation District, et al., Docket No. 31790 (In Re SRBA Case No. 39576 (Subcase 91-63)), March 9, 2007, affirmed the equitable title of those who make beneficial use of storage water in U.S. Bureau of Reclamation facilities.

4. The conditions of approval should confirm the usual and customary historical administration of this water right.

Pocatello's *Objection*, at 3-4.

01-2068Y – On April 12, 2007, Pocatello filed the only objection in subcase 01-2068Y objecting to virtually all recommended elements and repeating virtually the same language from its *Objection* in subcase 01-2068. Then it added the following two paragraphs:

> Claim 01-2068Y was disallowed and recommended as 01-2068 for the U.S. Bureau of Reclamation. However, 01-2068 was only claimed and recommended in the SRBA for storage water in Palisades Reservoir for the limited purposes of irrigation and power. Pursuant to Article 24 of the Contract, Pocatello's claim 01-2068Y is necessary to ensure that the full nature and extent of the City's Palisades storage right is properly decreed in the SRBA.
>
> Furthermore, on March 9, 2007, the Idaho Supreme Court in *United States of America v. Pioneer Irrigation District, et al.*, Docket No. 31790 (In Re SRBA Case No. 39676 (Subcase 91-63)), affirmed the equitable title of those who make beneficial use of storage water in U.S. Bureau of Reclamation facilities.

Pocatello's *Objection*, at 4.

Stipulation

On September 25, 2012, parties to twelve Basins 01, 21 and 25 reservoir subcases (including 01-2068) and IDWR filed a *Stipulation* listing certain remarks and elements to be included in partial decrees for those water rights. The document said the parties, with IDWR's concurrence, agreed the *Stipulation* and attached exhibits "is a complete resolution of the water

---

> The name of the United States of America acting through the Bureau of Reclamation appears in the Name and Address sections of this partial decree. However, as a matter of Idaho Constitutional and Statutory Law, title to the use of the water is held by the consumers or users of the water. The irrigation organizations act on behalf of the consumers or users to administer the use of the water for the landowners in the quantities and/or percentages specified in the contracts between the Bureau of Reclamation and the irrigation organizations for the benefit of the landowners entitled to receive distribution of this water from the respective irrigation organizations. The interest of the consumers or users of the water is appurtenant to the lands within the boundaries of or served by such irrigation organizations, and that interest is derived from law and is not based exclusively on the contracts between the Bureau of Reclamation and the irrigation organizations.

IDWR's "Adjudication Recommended Right Report", at 2, available online at www.idwr.idaho.gov.

right elements and remarks" of those water rights. *Stipulation*, at 7. However, Pocatello did not join the *Stipulation.*

The signatories excepted from the *Stipulation*: 1) specific objections and responses raised by Pocatello, Idaho Power Company, North Side and Twin Falls Canal Companies and A&B, Burley, Falls, Milner and Minidoka Irrigation Districts, 2) a "refill" remark in four particular subcases, 3) further proceedings on the Special Master's September 14, 2012 ***Report and Recommendation*** and 4) "any issues arising in the Basin-Wide 17 proceeding or any other storage water right basin-wide issue." On November 2, 2012, the Special Master entered an ***Order Adopting Stipulation*** binding the parties to its terms.

Trial

Trial on all remaining Basin 01 "non-refill" issues in the reservoir subcases, including purpose of use, place of use and ownership of storage water in Palisades Reservoir (01-2068 and 01-2068Y), was held on December 10, 2012, at the SRBA Courthouse in Twin Falls, Idaho. David W. Gehlert appeared for the BOR, along with E. Gail McGarry and Michael Beus, Reclamation Water Operations Manager; Josephine P. Beeman and Charles L. Honsinger appeared for Pocatello; Michael C. Orr appeared for the State of Idaho; Roger D. Ling appeared for the Burley and Falls Irrigation Districts; W. Kent Fletcher appeared for the Minidoka Irrigation District; Travis L. Thompson appeared for the Surface Water Coalition[2]; James C. Tucker appeared for Idaho Power Company; and Chris M. Bromley appeared for IDWR.

At the beginning of trial, the parties agreed to withdraw their objections filed in subcases competing with BOR claims in Jackson Lake (01-4055, 01-10044 and 01-10045), Palisades Reservoir (01-2068 and 01-10043), American Falls Reservoir (01-2064 and 01-10042) and Lake Walcott (01-10034). The BOR agreed that it withdrew its claim in subcase 01-10034 in the September 25, 2012 *Stipulation* because the claim is now recommended to the BOR as water right 01-219.

At trial, IDWR offered the testimony of Anthony S. Olenichak, Water District 01 Program Manager, in support of the IDWR Director's recommendations. Following that testimony and cross examination, IDWR offered IDWR Exhibits 1-9 which were admitted.

[2] The Surface Water Coalition includes: A&B Irrigation District, American Falls Reservoir District #2, Burley Irrigation District, Milner Irrigation District, Minidoka Irrigation District, North Side Canal Company and Twin Falls Canal Company.

Next, the State's *Motion Pursuant to Rules 16(i) and 37(b)(2)(B)* was granted prohibiting Pocatello from calling witnesses in its case-in-chief. Pocatello then offered into evidence its Exhibits 501, 504, 507, 509 and 517 which were admitted in relevant parts. Pocatello asked the Court to take judicial notice of Pocatello's Exhibits 510, 514 and 518-524 (***Partial Decrees*** only) plus it submitted its offer of proof in support of admission of Pocatello Exhibits 510-516 and 522-524 whose admissions were denied.

First Special Master Reports

Following the trial, the Special Master entered two ***Reports and Recommendations*** on January 9, 2013. The first recommended the 22 competing claims, plus withdrawn claim 01-10034, be disallowed. The second recommended the BOR be decreed seven storage water rights for Jackson Lake, Palisades Reservoir, American Falls Reservoir and Lake Walcott.[3] At the suggestion of the parties, final consideration of subcases 01-2068 and 01-2068Y was held in abeyance pending the filing of post-trial briefs.

Post-Trial Briefs

The ***Order on Post-Trial Briefing*** and ***Supplemental Order on Post-Trial Briefing*** required Pocatello to lodge its brief in subcases 01-2068 and 01-2068Y no later February 1, 2013, and the remaining parties to lodge their briefs no later that February 22, 2013. After that date, the matters would be deemed submitted for decision.

Pocatello filed its *Motion to File Post-Trial Brief One Day Late* on February 5, 2013, stating none of the other parties opposed the *Motion*. The same date, Pocatello lodged its *Brief*. The State of Idaho and the Surface Water Coalition lodged their *Briefs* on February 22, 2013, and the United States lodged its *Brief* on February 25, 2013.[4]

Pocatello – Pocatello's *Brief* was relatively short simply incorporating "extensive research on the following statements of law" offered by the State of Idaho in its 38 page *Reply*

[3] The Special Master also recommended entry of those seven partial decrees be withheld pending final resolution of Basin-Wide Issue 17.

[4] Pocatello wrote in its *Brief* that it "will include additional legal citation in its reply brief." The Special Master ordered that the matters would be deemed submitted for decision after Pocatello and the other parties lodge their post-trial briefs. No further briefing will be considered.

Brief in Basin-Wide Issue 17[5], Subcase No. 00-91017, dated January 25, 2013. In its two page *Brief*, Pocatello cited four section headings from the State's *Brief* [herein as they were cited]:

> [P]ocatello's position [is] that it is an error of law to require a specific uses of 1-2068 in order to recommend the purposes of use claimed by Pocatello:
>
> 1. The Argument That A Storage Water Right Must Be Administered To Satisfy Its "Purpose Of Use" Is Contrary To The Idaho Code And Idaho Supreme Court Decisions.
> 2. The Argument That A Storage "Water Right Has A "Second Component" That Requires Administration Based On Diversions "Coupled With" Beneficial Use Conflicts With The Idaho Code And The Idaho Constitution.
> 3. Under the idaho code and idaho supreme court decisions, The distribution of stored water from a reservoir is not Natural flow administration and is not governed by the storage water right.
> 4. Under the idaho constitution, a right to a distribution of Stored water from a reservoir is distinct from an Appropriation to divert natural flow into a reservoir.

Pocatello's *Brief*, at 2.

State of Idaho – In its *Brief*, the State wrote:

> The principal trial issue was the City's claim to additional purposes of use that were not recommended by the Director: industrial, commercial, recharge, municipal, domestic and mitigation uses. The only purposes listed in the water right license for the Palisades water right are irrigation and power, and it was established at trial that no formal transfer had been filed in connection with the Palisades water right. Thus, as this Special Master stated, "the trial narrowed down to a primary point: Has the City of Pocatello shown an accomplished transfer?" [footnotes omitted].
> State's *Brief*, at 2.

The State argued Pocatello's *Brief* failed to even address the issue of accomplished transfer and failed to demonstrate the Director's recommendations of 01-2068 and 01-2068Y are incorrect. It pointed out the City does not possess any diversion or conveyance works to divert storage water from the Snake River and has never diverted such water except through a rental pool:

---

[5] The issue designated as Basin-Wide Issue 17 states: "Does Idaho law require a remark authorizing storage rights to 'refill,' under priority, space vacated for flood control?" ***Order Designating Basin-Wide Issue***, September 21, 2012, Subcase No.: 00-91017, at 7.

> The "rental pool" is authorized by the "water supply bank" statutes of Chapter 17, Title 42, Idaho Code. Idaho Code §§ 42-1761, 42-1765. Under these statutes, the rental of water is "incidental" to the underlying water right. Idaho Code § 42-1764(3). The statutes provide for water to be rented for uses and in places other than those set forth in the elements of the underlying water rights without obtaining a transfer, without risk of forfeiture, and without effecting a permanent change in the underlying water right.

State's *Brief*, at 5.

The State noted that even though Pocatello argued at trial its claimed uses were perfected through an accomplished transfer prior to 1969, the evidence is that the water was used solely for irrigation and power uses prior to issuance of license 01-2068 in 1973. After that date, the only evidence of any use of the City's storage water right was through the rental pool in 1994. The State concluded the "evidence is insufficient as a matter of law to support a conclusion that an accomplished transfer took place 'prior to November 19, 1987.' Idaho Code § 42-1425. [footnote omitted]." State's *Brief* at. 6.

Finally, the State noted Pocatello never appealed issuance of license 01-2068 for irrigation and power uses and since then has never filed an administrative transfer application to add industrial, commercial, recharge, municipal, domestic and mitigation uses which it can do at any time.

Surface Water Coalition – The Coalition wrote that several of Pocatello's arguments make no sense: first, Pocatello stated its claim 01-2068Y and objection to claim 01-2068 are not subject to administration in order to be recognized by the SRBA Court; second, Pocatello argued beneficial use is irrelevant for purposes of adjudicating both claims; and third, Pocatello vaguely referred to Idaho law, Idaho Supreme Court decisions and the Idaho Constitution as supporting its claims. The Coalition wrote such arguments provide no assistance to the Court or the parties and must be rejected.

United States – The United States argued the evidence shows there is no basis for an accomplished transfer of BOR's storage right 01-2068 because Pocatello has never diverted water for any of the purposes it claimed nor has water ever been delivered to Pocatello from Palisades Reservoir prior to commencement of the SRBA on November 19, 1987.

The United States noted a *Pioneer* remark recognizing that irrigation districts hold a beneficial use interest in BOR's storage water rights used for irrigation purposes will be included in 01-2068. However, Pocatello failed to show a "modified version" of the *Pioneer* remark –

including additional consumptive non-irrigation uses – is warranted. It concluded Pocatello failed to produce evidence it ever applied Palisades storage water to beneficial use and failed to overcome the presumption the Director's recommendations of 01-2068 and 01-2068Y are correct. Since there can be no competing claim to storage water rights in Palisades Reservoir, Pocatello's objection to 01-2068 and its claim 01-2068Y fail as a matter of law.

Discussion

For over 53 years, Pocatello has been entitled to Palisades Reservoir storage water based on its 1960 contract with the BOR. Water right 01-2068 was licensed to the BOR in 1973, without objection and exclusively for irrigation and power uses. When Pocatello used its water for other uses, it did so lawfully not because the license was amended or because of an accomplished transfer, but because Pocatello put the water into a rental pool. As the State has pointed out, Pocatello's water was "rented for uses and in places other than those set forth in the elements of the underlying water rights without obtaining a transfer, without risk of forfeiture, and without effecting a permanent change in the underlying water right."[6]

From the start, when Pocatello filed claim 01-2068Y, it was clear it claimed a "piece" of Palisades Reservoir storage water 01-2068 with the same 1939 priority date. Since licensed water right 01-2068 has not been amended through formal transfer proceedings, Pocatello argued the underlying water right had been amended via an accomplished transfer.

At trial, the evidence established that Pocatello has no diversion or conveyance works of its own to divert water from the Snake River. It was also clear that Pocatello never "diverted" such water except through a rental pool. By participation in a rental pool, Pocatello was able to use its water licensed for irrigation and power uses for non-licensed purposes and places of use. But there is no evidence of an accomplished transfer of water right 01-1068. Pocatello has failed to overcome the presumptions the Director's recommendations for water right 01-2068 and claim 01-2068Y are correct. Finally, Pocatello's objection to the Director's recommendation of 01-2068 lacks merit and fails as a matter of law.

[6] There was testimony suggesting Pocatello may not have used any of its contract water before 1994, well *after* commencement of the SRBA in 1987.

Order

For good cause shown and because no party opposed Pocatello's *Motion to File Post-Trial Brief One Day Late*,

THEREFORE, IT IS ORDERED that the *Motion* is **granted**.

Amendment

On March 6, 2013, the Special Master entered a ***Special Master Report and Recommendation***. On March 22, 2013, the United States filed its *Motion to Alter or Amend Recommendation* pointing out the ***Recommendation*** omitted the "Pioneer ownership remark" agreed to by the parties in the September 25, 2012 *Stipulation*. The attached ***Recommendation Amended Nunc Pro Tunc*** includes the remark. For purposes of the record, the United States' *Motion to Alter or Amend* is **granted**. This amendment applies only to subcase 01-2068 and in no way alters or applies to the March 6, 2013 ***Recommendation*** in subcase 01-2068Y.

Conclusions of Law

1. The United States is entitled to a partial decree adjudicating a water right for claim 01-2068 as described in the September 25, 2012 *Stipulation* and the attached ***Special Master Recommendation for Partial Decree for Water Right 01-2068 Amended Nunc Pro Tunc***. However, entry of such partial decree should be withheld pending final resolution of Basin-Wide Issue 17.

2. Pocatello is **not** entitled to a partial decree for its claim 01-2068Y.

Recommendation

THEREFORE, IT IS RECOMMENDED that:

1. The United States be decreed a water right for water right 01-2068; and

2. Pocatello's claim 01-2068Y be **disallowed**.

DATED April 15, 2013.

Terrence A. Dolan

TERRENCE A. DOLAN
Special Master
Snake River Basin Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
)
Case No. 39576)
)

AMENDED
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 01-02068

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
MAR 6 2013
By NUNC PRO TUNC Clerk
Deputy Clerk

NAME AND ADDRESS: UNITED STATES OF AMERICA
BUREAU OF RECLAMATION
REGIONAL DIRECTOR PN CODE-3100
1150 N CURTIS RD STE 100
BOISE, ID 83706-1234

SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

QUANTITY: 940400.00 AFY

Total reservoir active capacity is 1,200,000 acre feet when filled to elevation 5620 and measured at the upstream face of the dam.

PRIORITY DATE: 07/28/1939

The United States, after consultation with the Watermaster and the Water District 1 Advisory Committee, may release stored water from Jackson Lake and Palisades reservoirs for the maintenance of power production at Palisades Dam powerplant and may store such water in American Falls Reservoir. The release of such water will be confined, however, when it appears to the Secretary that American Falls, Palisades, and Jackson Lake reservoirs will fail to fill, to not more than 1,000 cfs for minimum firm power production and that amount which can be stored in American Falls Reservoir; and no such release shall be made that will preclude the later delivery of water, by exchange or otherwise, to the upper valley entities entitled thereto. "Upper valley entities" shall mean those reservoir spaceholders diverting from the Snake River and its tributaries above American Falls Dam.

POINT OF DIVERSION: T01S R45E S17 SENE Within Bonneville County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation Storage	01-01 TO 12-31	940400.00 AFY
Irrigation from Storage	03-15 TO 11-15	940400.00 AFY
Power Storage	01-01 TO 12-31	940400.00 AFY
Power from Storage	01-01 TO 12-31	940400.00 AFY

PLACE OF USE:

Place of use for irrigation from storage is within the following counties: Fremont, Madison, Jefferson, Bonneville, Bingham, Bannock, Power, Minidoka, Cassia, Lincoln, Jerome, Twin Falls, Gooding, Teton, and Elmore.

Place of use for storage is Palisades Reservoir, provided, however, that water under this right may be temporarily held in the unoccupied space of any of the reservoirs upstream of Milner Dam, located at township 10S, range, 21E, sections 28 and 29, when determined by the Water District 01 Watermaster as supervised by the Director of the Department of Water Resources, the Water District 01 advisory committee, and the United States Bureau of Reclamation that such temporary storage will maximize the storage of water upstream of Milner Dam.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The allocation of storage to federal contractors and the location

OTHER PROVISIONS (continued)

of that storage, including carryover storage, in the reservoir system shall be determined by the United States Bureau of Reclamation pursuant to federal reclamation law and contracts entered into between the United States and federal contractors. The Water District 01 Watermaster as supervised by the Director of the Department of Water Resources shall distribute the stored water in accordance with allocation instructions from the United States Bureau of Reclamation. "Reservoir system" shall mean all Federal reservoirs on the Snake River and its tributaries down to and including Lake Walcott, which store and distribute water pursuant to water right nos. 1-219, 1-2064, 1-2068, 1-4055, 1-10042, 1-10043, 1-10044, 1-10045, 21-2156, 21-4155, 21-10560 and 25-7004.

This decree does not alter, amend, or modify the contracts entered into between the various federal contractors and the United States Bureau of Reclamation, as amended, including but not limited to the contractual storage exchanges, in connection with the Palisades project and the Minidoka project, which contracts remain binding among the parties.

The operation, use and administration of this water right is subject to the terms and conditions of the Settlement Agreement signed on February 14, 2006 with Minidoka Irrigation District, Burley Irrigation District, Twin Falls Canal Company, North Side Canal Company and American Falls Reservoir District #2.

The name of the United States of America Acting through the Bureau of Reclamation appears in the Name and Address sections of this partial decree. However, as a matter of Idaho Constitutional and Statutory Law, title to the use of water is held by the consumers or users of the water. The irrigation organizations act on behalf of the consumers or users to administer the use of the water for the landowners in the quantities and/or percentages specified in the contracts between the Bureau of Reclamation and the irrigation organizations for the benefit of the landowners entitled to receive distribution of this water from the respective irrigation organizations. The interest of the consumers or users of the water is appurtenant to the lands within the boundaries of or served by such irrigation organizations, and that interest is derived from law and is not based exclusively on the contracts between the Bureau of Reclamation and the irrigaiton organizations.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Eric J. Wildman
Presiding Judge of the
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the SPECIAL MASTER REPORT AND RECOMMENDATION AMENDED NUNC PRO TUNC was mailed on April 16, 2013, with sufficient first-class postage to the following

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Deputy Clerk

RECEIVED
Jul 31, 2025
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BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**DECLARATION OF CRAIG CHANDLER IN SUPPORT OF INTERVENOR SPACEHOLDERS' RESPONSE TO CITY'S MOTION FOR SUMMARY JUDGMENT**

I, Craig Chandler, declare as follows:

1. I am over the age of 18 years and competent as to the matters discussed below. I am the Watermaster for Water District No. 01 (WD1) and make this declaration based on personal knowledge obtained in my official capacity.
2. WD1 Storage Accounting and Coordination with United States Bureau of Reclamation (USBR):
    a. The issuance of storage allocations in WD1 is a coordinated process between the WD1 Watermaster and the USBR.
    b. The Watermaster administers reservoir storage water rights by delivering natural flow on a daily basis to storage rights, allowing volume to accrue up to

specific limits. The total accrued volume under each storage right is reported by the Watermaster.

c. The USBR, as owner of major reservoir storage water rights in WD1, is responsible for allocating the accrued storage volume to its contract holders.

3. Application and Function of Procedure 7.3

a. Procedure 7.3 of the 2023 WD1 Rental Pool Procedures is intended to protect other water rights from injury and to safeguard storage allocations from impacts resulting from storage rentals and leases made in the prior season. Its implementation requires coordination between WD1 and the USBR.

b. When a transaction is subject to Procedure 7.3, the Watermaster reduces the effective storage limit of the affected water right by an equivalent amount the following year. This ensures that natural flow is distributed as though the prior-year evacuation had not occurred, thereby protecting other water rights from a reduction in the quantity of water available due to the previous year's leases.

c. The USBR, in turn, allocates storage to contract holders by first assigning water to space not subject to Procedure 7.3, thereby insulating other storage accounts from impacts—reduced allocations—resulting from the prior year's leases.

4. Pocatello's 2022 Lease

a. On September 13, 2022, WD1 received an application from the City of Pocatello to lease 4,855.1 acre-feet of stored water to multiple cities for use during the 2022 irrigation season.

b. The lease application specified that if the reservoir storage system failed to fill in the following season, the lessor's storage allocation would be reduced by the amount leased to offset any impacts on other spaceholders' storage accruals, in accordance with the approved WD1 Rental Pool Procedures and Idaho Code Section 42-1765.

c. The WD1 Watermaster, Tony Olenichak, approved this application on September 15, 2022.

5. USBR Agreement with 2023 Allocation

a. On July 11, 2023, I emailed the USBR a draft of the 2023 Preliminary Storage Report, which included proposed storage allocations.

b. On July 12, 2023, Michael Hilliard, Assistant Area Manager for the USBR, emailed the WD1 Watermaster stating: "*Reclamation agrees with the 2023 Storage Allocations as calculated by the Water District.*"

c. These calculations included the application of Procedure 7.3 to the Palisades 1939 water right (Water Right No. 01-2068), and the resulting allocation of storage.

6. Responses to *Declaration of Adelheid Netter*

a. Response to ¶8.a: Pocatello holds a USBR contract for 50,000 acre-feet of space in Palisades 1939. In 2023, 4,855.1 acre-feet of that space was administered under Procedure 7.3(b), due to the 2022 lease to other cities.

b. Response to ¶8.b: A total of 44,909.8 acre-feet of space in Palisades 1939 was administered under Procedure 7.3, leaving 895,490.2 acre-feet to be filled under its original July 28, 1939 priority. That remaining space fully filled. The

breakdown of Palisades 1939 space subject to Procedure 7.3 is as follows:

7.3(a): 0 acre-feet

7.3(b): 26,623.4 acre-feet

7.3(c): 10,016.0 acre-feet

7.3(d): 8,270.4 acre-feet

7.3(e): 0 acre-feet

c. Response to ¶8.c: System-wide, 276,866.8 acre-feet of WD1 storage space was administered under Procedure 7.3. These accounts received 44,300 acre-feet of fill—allocated pro rata to 7.3(b) spaceholders at 50.94%. Accordingly, Pocatello's 4,855.1 acre-feet of space received 2,473.1 acre-feet of fill. Breakdown of system-wide 7.3 space:

7.3(a): 0 acre-feet

7.3(b): 86,967.8 acre-feet

7.3(c): 22,889.0 acre-feet

7.3(d): 20,000.0 acre-feet

7.3(e): 147,010.0 acre-feet

d. Response to ¶8.d: It cannot be concluded that the Palisades 1939 space would have completely filled absent administration pursuant to Procedure 7.3(b). This is because a total of 60,344.4 acre-feet of storage space with senior priorities was also administered under Procedure 7.3(b). Had those senior accounts been administered according to their decreed priorities, they could have received fill ahead of Palisades 1939, thereby reducing the natural flow volume available to it. The following accounts, all senior to Palisades 1939,

were administered under Procedure 7.3(b):

Jackson Lake (1906): 54,888.1 acre-feet

Henrys Lake (1917): 2,301.3 acre-feet

Palisades WWS (1921): 2,816.0 acre-feet

American Falls (1921): 339.0 acre-feet

e. Response to ¶9: The fact that other storage space within Palisades 1939, as well as storage space senior to Palisades 1939, was administered pursuant to Procedure 7.3 makes it impossible to determine—based on the simplified analysis provided in the Netter declaration—whether Pocatello's contracted space would have received a higher or lower allocation absent the application of Procedure 7.3.

   i. The distribution of natural flow to water rights in the Upper Snake River Basin is highly complex and influenced by numerous variables that change daily, each affecting subsequent distributions. This complexity is further compounded by the fact that there are inflows from three distinct sub-watersheds: the Henrys Fork of the Snake River, the South Fork of the Snake River, and Willow Creek.

   ii. Accurately determining how Pocatello's allocation would have differed without the full or partial application of Procedure 7.3 would require a detailed, day-by-day analysis that includes every reservoir, diversion, flow station, and water right.

7. System Implications of Not Applying Procedure 7.3

   a. In 2023, the system was 232,566.6 acre-feet short of a full fill. All space

administered under the reservoirs' original water right priorities filled completely, while space administered under Procedure 7.3 received only a partial fill.

b. The 2023 outcomes without administration of Procedure 7.3 are as follows:

i. Some of the space administered under Procedure 7.3 would have filled, while some of the space administered under the reservoirs' original water right priorities would not have filled.

ii. Some storage water rights would have accrued less natural flow toward their volume limit.

iii. Some USBR contract holders would have been impacted with reduced storage allocations.

iv. Some irrigation water rights likely would have received less natural flow, although the extent cannot be determined without the comprehensive analysis described in Section 6.e.ii.

8. Response to Pocatello's "Undisputed Material Fact" 7 – City of Pocatello's USBR Contract (See Bricker Decl., Ex. 1)

a. Pocatello's USBR Contract identifies that the storage charges to Pocatello's contracted storage, and subsequent delivery of stored water to holders of infringed water rights, are for Pocatello's water use. The contract does not identify that water contracted to Pocatello can be delivered to cover the water use of other entities.

b. Article 16(a) provides:

"all water provided through the City's system for the use of its water users from any and all sources in any irrigation season shall be accounted for as

water stored for the City as provided in article 10 and charged thereto."

This language applies to the City's own water users—not to other entities.

c. Article 16(b) further states:

"Corresponding credits shall be given by the watermaster to the water rights, whether natural flow or storage, that have been infringed on by pumping for the City. The amounts represented by such infringements, to whomsoever they shall accrue, shall be made up out of stored water available to the City under this agreement as necessary."

This provision describes how the City must use its contracted storage to remedy infringements caused by the City's own diversions—not diversions made on behalf of other cities.

d. Article 17 reinforces the scope of use, stating:

"Under the plan of water use of the City, there will normally be no direct delivery from the Snake River of stored water. Therefore, the provisions of article 16 will govern as to the rights to water, whether charges therefor shall be against natural flow or stored flow, matters of replacement of water from storage, and related problems."

e. Articles 30 and 31 establish that the USBR shall consult with the Committee

of Nine on:

"matters as will have a substantial bearing on the determination of the amount of stored water to be available in the various reservoirs" and to "to make such rules and regulations, consistent with the provisions of this contract, as are proper and necessary to carry out its true intent and meaning, and as are proper and necessary to cover any details of the administration or interpretation of the contract which are not covered by its express provisions. The City shall observe such rules and regulations."

This language affirms that the USBR and the Committee of Nine may develop rules and regulations outlining the administration of storage water under the contract. The USBR serves as an advisor to the Committee of Nine with respect to the development of the WD1 Rental Pool Procedures.

9. Responses to Pocatello's other "Undisputed Material Facts":

a. No. 16: The Director may approve a transfer "provided no other water rights are injured". I.C. § 42-222

b. No. 21: Space evacuated in the prior year as part of a rental may injure other water rights if administered in priority by causing a "Reduction in Quantity of Water Available to Other Rights." (see Bricker Decl., Ex. 9).

c. Nos. 23–24: In 2022, The City of Pocatello delivered 1,435.1 acre-feet of water to AFRD#2 to cover water use by the City of Pocatello, consistent with article 16 of their USBR contract. This was not a rental.

   The City of Pocatello also leased 4,855.1 acre-feet to multiple other cities to cover water use by those cities. This lease was delivered to AFRD#2.

d. Nos. 25–31: See Section 6 of this declaration.

10. Attached hereto as Exhibit A is a true and correct copy of the Water District #1 Rental Pool - Private Lease Agreement: 2022 Pocatello Lease, approved on September 15, 2022.

11. Attached hereto as Exhibit B is a true and correct copy of an email regarding the 2023 Preliminary Storage Allocations.

12. I declare under penalty of perjury under the laws of the state of Idaho that the foregoing is true and correct to the best of my knowledge.

RESPECTFULLY submitted this 31st day of July, 2025.

Craig Chandler

Craig Chandler

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of July, 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

James Cefalo, Presiding Officer Idaho Dept. of Water Resources *** service by electronic mail only james.cefalo@idwr.idaho.gov file@idwr.idaho.gov sarah.tschohl@idwr.idaho.gov	Craig Chandler IDWR – Eastern Region WD01 Water Master Craig Chandler *** service by electronic mail only craig.chandler@idwr.idaho.gov
Sarah A. Klahn Max C. Bricker Veva Francisco Somach Simmons & Dunn *** service by electronic mail only sklahn@somachlaw.com mbricker@somachlaw.com vfrancisco@somachlaw.com	Candice M. McHugh Chris M. Bromley McHugh Bromley PLLC *** service by electronic mail only cmchugh@mchughbromley.com cbromley@mchughbromley.com
Richard A. Diehl City of Pocatello *** service by electronic mail only rdiehl@pocatello.gov	Jeff Raybould: jeff@rayboulddbros.com Ann Yribar: ann.yribar@ag.idaho.gov

Abby R. Bitzenburg

Abby R. Bitzenburg

Exhibit A

RECEIVED
SEP 13 2022
Department of Water Resources
Eastern Region

WATER DISTRICT #1 RENTAL POOL – PRIVATE LEASE AGREEMENT

CITY OF POCATELLO (applicant) hereby requests to rent agrees **4,855.1** acre-feet of storage to multi cities for the 2022 irrigation season at a price of $121,377.50 (4,855.1 X $25) according to the rules and regulations contained in the Water District #1 Rental Pool Procedures.

Description of Point of Diversion:

Name of River or Stream from which rental is diverted: See attached spreadsheet
Canal or Pump Name & Location: AFRD#2
Place of Use Description: _____
Water Right Appurtenant to Lands: _____

An Idaho Water Resources Board surcharge (10% of the purchase price) plus a $1.30 per acre-foot administrative fee must be received by Water District #1 prior to the approval of the storage lease.

If the reservoir storage system fails to fill in the season following the year leased, the lessor's storage allocation shall be reduced by the amount leased to offset any impacts to other spaceholders' storage accruals according to the approved Water District #1 Rental Pool Procedures pursuant to Idaho Code Section 42-1765. The lessor understands the net effect of this rule is to make an amount of the lessor's space (equal to the amount leased) last-to-fill in the reservoir system for the irrigation season following the lease.

☐ If the lease is for irrigation purposes, the Applicant, by checking this box, certifies that the place-of-use for this leased storage has a primary irrigation water right appurtenant to said land and was legally irrigated prior to the 2019 Irrigation year...or....had approved storage rentals or private leases applied to this place-of-use in any year from 2006 through 2018. Failure to meet these conditions contained in Rental Pool Procedure 3.4 may be grounds for denying the application. If the leased storage is diverted by a diversion outside the area regulated by Water District #1, the applicant, by signing this agreement agrees to report to the Watermaster of the

water district containing the diversion, the daily amounts of leased storage diverted during the year. The Watermaster of that district, according to Rental Pool Procedure 4.3.108, must then report to the Water District #1 Watermaster the daily rental diverted by November 30th. Failure to report the daily rental diversion may result in the rental not being delivered in Water District #1's final rental delivery records.

Print Name: City of Pocatello, Legal Department
Signature:
Title: Richard A. Diehl, Jr., Deputy City Attorney
Address: P O Box 4169, Pocatello, ID 83205-4169

Additional contracts are available if needed.

APPROVED 9/15/22
Tony Olenichak
WATERMASTER

Exhibit B

Chandler, Craig

From: Hilliard, Michael W <mhilliard@usbr.gov>
Sent: Wednesday, July 12, 2023 3:39 PM
To: Olenichak, Tony
Cc: Stevens, Brian K; Dalling, Jeremy J; Runyan, Christopher P; Fowler, Amanda; Cooper, Peter Z; Chandler, Craig
Subject: RE: [EXTERNAL] 2023 Preliminary Storage Allocation

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Tony,

Reclamation agrees with the 2023 Storage Allocations as calculated by the Water District. We also agree with your estimates of future evaporation and Blackfoot loss.

Thanks,

Michael Hilliard
Assistant Area Manager
Upper Snake Field Office | Bureau of Reclamation
Office (208) 678-0461
mhilliard@usbr.gov

— BUREAU OF —
RECLAMATION

From: Chandler, Craig
Sent: Tuesday, July 11, 2023 4:03 PM
To: Cooper, Peter Z ; Olenichak, Tony
Cc: Stevens, Brian K ; Dalling, Jeremy J ; Hilliard, Michael W ; Runyan, Christopher P ; Soderquist, Travis ; Fowler, Amanda
Subject: RE: [EXTERNAL] 2023 Preliminary Storage Allocation

Peter and Brian,

Please see attached report. Accounts that received a partial fill into LTF space from Rental Pool Procedure 7.3.b had that space moved back to the original reservoir account, and all spaceholders in this category received an equal percent of the fill (46%). Attached is the spreadsheet (tab Partial Fill RP Proc. 7.3.b) with the partial LTF calculations if you want to look at the details.

Thanks
Craig

From: Cooper, Peter Z <PCooper@usbr.gov>
Sent: Monday, July 10, 2023 3:21 PM
To: Olenichak, Tony <Tony.Olenichak@idwr.idaho.gov>; Chandler, Craig <Craig.Chandler@idwr.idaho.gov>
Cc: Stevens, Brian K <bstevens@usbr.gov>; Dalling, Jeremy J <jdalling@usbr.gov>; Hilliard, Michael W

RECEIVED
Aug 22, 2025
DEPARTMENT OF
WATER RESOURCES

Sarah A. Klahn, ISB #7928
Maximilian C. Bricker, ISB #12283
SOMACH SIMMONS & DUNN, P.C.
1155 Canyon Blvd., Suite 110
Boulder, CO 80302
Telephone: (303) 449-2834
sklahn@somachlaw.com
mbricker@somachlaw.com

Attorneys for Petitioner City of Pocatello

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	**CITY OF POCATELLO'S REPLY BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

COMES NOW Petitioner City of Pocatello ("Pocatello" or "City"), by and through its undersigned attorneys of record, and, pursuant to Rule 220.02.c. of the Rules of Procedure of the Idaho Department of Water Resources, IDAPA 37.01.01 ("Procedural Rules"), and the *Order Denying Motion to Dismiss and Amending Scheduling Order* ("*MTD Order*") issued June 25, 2025, hereby responds to the *Intervenor Spaceholders' Response in Opposition to City of Pocatello's Motion for Summary Judgment* ("*Response*") filed on July 31, 2025.

By way of background and as referenced within, the *City of Pocatello's Motion for Summary Judgment* ("*MSJ*" or "*Motion*") was filed on February 18, 2025,[1] requesting that

[1] Filed concurrently with the *MSJ* were *City of Pocatello's Memorandum in Support of Motion for Summary Judgment* ("*MSJ Memo*"), a *Declaration of Maximilian C. Bricker in support of City of Pocatello's Motion for Summary Judgment* ("*Bricker Decl.*"), and a *Declaration of Adelheid M. Netter in support of City of Pocatello's Motion for Summary Judgment* ("*Netter Decl.*").

the Idaho Department of Water Resources ("IDWR") grant relief by ordering Water District 01 ("WD01") to (1) issue a revised 2023 Final Storage Report wherein WD01 does not apply the Last-to-Fill ("LTF") Rule against Pocatello; and (2) not apply the LTF Rule against a contract holder[2] unless and until there is a determination that the contract holder's prior year rental enlarged its storage right. *MSJ* at ¶¶ 10-11. The Hearing Officer concluded that the former issue was "rendered moot by the 2024 storage allocation" but the latter issue remains live because "it is highly likely that the facts that gave rise to Pocatello's *Hearing Request* will exist again in future years." *MTD Order* at 5.

INTRODUCTION / SUMMARY OF ARGUMENT

Pocatello's *Motion* asked the Hearing Officer to determine that WD01 erroneously applied the LTF Rule to Pocatello's space in 2023. To determine that WD01's application of the LTF Rule was erroneous, the Hearing Officer must determine whether Pocatello's lease to AFRD#2 in 2022 was an enlargement of its portion of equitable title to Water Right No. 01-2068. The Spaceholders argue that the lease was an enlargement based on an interpretation of the Place of Use that is not found on the face of the Partial Decree for Water Right No. 01-2068 (the "Partial Decree") or, for that matter, anywhere else in Idaho law.

The underlying material facts are undisputed:

- In 2022, Pocatello leased a portion of its storage water in Palisades Reservoir to American Falls Reservoir District No. 2 ("AFRD#2"), whose patrons used it to

[2] To avoid confusion, since the Intervenor-Respondents go by the shorthand name "Spaceholders," Pocatello uses the term "contractor holders" to refer generally to entities that have contracts with the Bureau for space in Bureau-owned reservoirs. The terms "spaceholders" and "contractor holders" are synonymous.

irrigate crops. *See* 2022 Final Storage Report at 266; Cities' 2022 Mitigation Report at p. 2, Table 2, Ex. 3; IDWR's Verification of Cities' 2022 Mitigation Report at 1.[3]

- In 2023, WD01 applied the LTF Rule against a portion of Pocatello's space in Palisades Reservoir. *See* 2023 Final Storage Report[4] at 13, 14.
- Water Right No. 01-2068 was decreed for the Purpose of Use of "irrigation from storage" at a Place of Use across several counties in eastern Idaho. *See* Partial Decree[5] at 1 ("Place of use for irrigation from storage is within the following counties: Fremont, Madison, Jefferson, Bonneville , Bingham, Bannock, Power, Minidoka, Cassia, Lincoln, Jerome, Twin Falls, Gooding, Teton, and Elmore.").[6]
- AFRD#2's service area spans Gooding, Jerome, and Lincoln Counties. *See* AFRD#2 Service Area Map.[7]

The question requiring resolution is a legal one—whether Pocatello's lease of storage water to AFRD#2 amounted to administration of a portion of Water Right No. 01-2068 that is not authorized under the Partial Decree. *See Amended Order on Cross-Motions for Summary Judgment*, Case No. CV42-23-1668[8] ("*Facial Order*") at 15 ("There is no right under Idaho's Constitution to have a water right administered in priority in a

[3] Attached as Exs. 5-7, respectively, to *Bricker Decl.*

[4] Attached as Ex. 1 to *Netter Decl.*

[5] Attached as Ex. 4 to *Netter Decl.*

[6] This is colloquially referred to as being "above Milner."

[7] Attached as Ex. 8 to *Bricker Decl.*

[8] Attached as Ex. 14 to *Bricker Decl.*

manner that is not authorized under that right.") Pocatello submits its storage water was delivered to AFRD#2 for use consistent with the terms of the Partial Decree and Idaho law. Accordingly, because there is no genuine dispute as to any material facts, and because Pocatello has the prevailing legal argument, Pocatello is entitled to judgment as a matter of law. Pocatello therefore requests that the Hearing Officer grant the *MSJ* and enter summary judgment in Pocatello's favor.

STANDARD OF REVIEW

Summary judgment must be granted "if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." IRCP 56(a). "A material issue of fact, for summary judgment purposes, is one that is relevant to an element of the claim or defense and whose existence might affect the outcome of the case." *Rife v. Long*, 127 Idaho 841, 849 (1995); *cf. Kelso v. Applington*, 173 Idaho 738, 742-43, 748 (2024) ("A material fact is one upon which the outcome of the case may be different. . . . Minor inconsistencies concerning inconsequential matters is simply a mere scintilla and insufficient to create a genuine issue of material fact for the purposes of summary judgment.").

> At the summary judgment stage, [the movant] carries the initial burden to show there is no genuine dispute as to any material fact and it is entitled to judgment as a matter of law. However, [the movant] may satisfy this initial burden by establishing the absence of sufficient evidence supporting a material element of the non-movant's claim. The burden then shifts to the non-moving party to establish a genuine issue of material fact. To establish a genuine issue of material fact, the non-moving party cannot merely rely upon its pleadings, but must produce affidavits, depositions, or other evidence establishing an issue of material fact.

Bliss v. Minidoka Irrigation Dist., 167 Idaho 141, 155 (2020) (citations and quotations omitted); *cf. Holdaway v. Broulim's Supermarket*, 158 Idaho 606, 610 (2015) ("[T]o

survive summary judgment, an adverse party may not rest upon the mere allegations or denials of that party's pleadings, but the party's response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial.") (citations and quotations omitted).

ARGUMENT

I. The Spaceholders Fail to Meet Their Burden of Establishing a Genuine Issue of Material Fact

The Spaceholders' effort to create genuine disputes of material fact falls short of the mark. After conceding that there is no dispute with regard to paragraphs 1-4, 6, 8-11, 18, 20, 26, 27 in the "Undispued Material Facts" section of the *MSJ Memo*, the Spaceholders then attempt to show why the remaining statements of fact are disputed. *Response* at 3-5. Pocatello takes the remaining statements in turn.

The Spaceholders' allegation that statements in paragraphs 7, 13-14, 16-17, 19, 21-25, and 28-31, are "conclusory," "vague," "speculative," or "legal interpretations" or "legal conclusions" is insufficient under Idaho law to create a genuine dispute of material fact. *See Holdaway*, 158 Idaho at 610 ("[T]o survive summary judgment, an adverse party may not rest upon the mere allegations or denials of that party's pleadings, but the party's response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial.").Thus, these facts are admitted.

Regarding paragraph 5, the Partial Decree speaks for itself. There is no dispute as to its provisions, and particularly no dispute as to the decreed Place of Use set forth in paragraph 1 of the Partial Decree.

Regarding paragraph 12, the Spaceholders simply seek to relitigate an issue that the Hearing Officer already decided. *See MTD Order* at 2-3 ("The annual allocation of storage by WD 1 as set forth in the 2023 Final Storage Report is an action of the Department, subject to a petition for hearing under Idaho Code§ 42-1071A(3)."") (quoting *Facial Order* at 19-20).

Regarding paragraph 15, Pocatello *did* submit admissible evidence to show that Pocatello has rented its storage water since 1960: the 1960 Watermaster Report, which is both a public record and a statement by a party-opponent.[9] *See* Idaho Rule of Evidence 801(d)(2), 803(8). However, paragraph 15 is statement of fact that provides context and is not necessary to the resolution of the legal issues posed in Pocatello's Motion. *Kelso*, 173 Idaho at 742-43, 748 ("A material fact is one upon which the outcome of the case may be different. . . . Minor inconsistencies concerning inconsequential matters is simply a mere scintilla and insufficient to create a genuine issue of material fact for the purposes of summary judgment."). In other words, whether or how Pocatello has rented its storage water since 1960 is not a material fact that is necessary to determine the legal issue raised by Pocatello's *Motion*.

The Spaceholders then argue, in the alternative, that whether Pocatello enlarged its storage right is a question of fact. *Response* at 6. However, the threshold question posited by Pocatello's Motion is purely a legal one: whether the use of Pocatello's storage water for the purpose of "irrigation from storage" at a place "above Milner" is authorized under Water Right No. 01-2068. Pocatello explains below why its lease to AFRD#2 in 2022 was

[9] The same argument applies to the Spaceholders' assertions (that there was not admissible evidence) regarding paragraphs 16 and 21.

authorized by the Partial Decree, thus there was no enlargement and no basis for WD01 to apply the LTF Rule to Pocatello's space when allocating storage water in 2023.

Finally, the Spaceholders argue that there is a factual question about whether Pocatello's space would have filled in 2023 in the absence of the LTF Rule being applied against other contract holders. *Response* at 14. This allegedly disputed fact is not material to the issue of whether application of the LTF Rule is unlawful if there was not an enlargement of the storage right in the prior year. MSJ at ¶ 11. Further, as the Hearing Officer found, there is no live controversy as to the allocation of storage water in 2023 (*see MTD Order* at 5); the issue that is ripe for summary judgment is whether WD01 can *prospectively* apply the LTF Rule without first determining that there was an enlargement, which is consistent with Pocatello's request for prospective relief. *See MSJ* at ¶ 11.

In sum, there is no genuine dispute as to any material fact, and the issues before the Hearing Officer are matters of law.

II. The Spaceholders' Legal Theory That Attempts to Limit the Scope of Pocatello's Storage Right is Unsupported and Unavailing

Because no factual disputes remain, the resolution of this matter boils down to how the Hearing Officer interprets the Place of Use element of the Partial Decree. In other words, is it lawful for Pocatello's equitable share of Water Right No. 01-2068 to be used for the purpose of "irrigation from storage" at a place "above Milner"? If the answer is yes, then application of the LTF Rule to Pocatello's space that was evacuated for purposes of leasing water for irrigation within the Place of Use is invalid. Contrary to the Spaceholder's arguments, Condition No. 1 of the Partial Decree does not modify the water right's Place of Use.

Condition No. 1 of the Partial Decree was the subject of litigation in *United States v. Pioneer Irrigation Dist. (In re SRBA Case No. 3957)*. *See* 144 Idaho 106, 115 (2007) (directing the district court to insert the language in Condition No. 1 into partial decrees for storage water rights). The *Pioneer* decision involved the question of whether contract holders or the Bureau have equitable title to the water stored behind Bureau-owned dams. *Id.* ("[t]he beneficial users have an interest that is stronger than mere contractual expectancy. . . . [t]he entity that applies the water to beneficial use has a right that is more than a contractual right."). The language of Condition No. 1 was intended to protect contract holders from infringement or deprivation of their stored water, not to impose a limitation on the Place of Use. *See id.* at 114-15 ("The irrigation entities counter that without an equitable interest, they are vulnerable.").[10]

The Spaceholders interpretation of Condition No. 1 is also contrary to Hearing Officer (Ret.) Justice Burdick's ruling in a recent preliminary order involving the administration of storage water in the Big Lost Basin, which decided that the delivery of storage water associated with one equitable title holder's interest to a different equitable title holder within the water right's decreed place of use was authorized even if the recipient's point of re-diversion is not listed on the water right's partial decree. *See Preliminary Order on Dispositive Motion*, IDWR Docket No. P-DR-2024-001, at 11-14 (June 23, 2025). The Spaceholders' interpretation requires IDWR to interpret individual contract holders' place of use on a case-by-case basis, which leads to disparate outcomes and renders the agency's administration of storage rights to be *less* "fair and efficient." *Id.*

[10] Among the parties to the *Pioneer* case were Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District, the three entities comprising the "Intervenor Spaceholders." 144 Idaho at 106.

at 12 (quoting I.C. § 42-1427(1)(a)–(b)). It would also nullify the efforts of the SRBA, which "standardized the elements of water rights. . . ." *Id.* (citing I.C. § 42-1411(a)–(h)).

III. The WD01 Watermaster's Declaration Should be Stricken or Disregarded

The WD01 Watermaster's declaration is rife with infirmities. First, he too attempts to relitigate an issue (the Bureau's role in allocating storage water)[11] already decided by the Hearing Officer in denying the Spaceholders' *Motion to Dismiss*. *See also*, *Facial Order* at 19-20. His declaration also includes musings on facts that aren't material to the resolution of this case (what would have happened had other spaceholders avoided application of the LTF Rule in 2023)[12] and offers legal conclusions about what constitutes a "rental" rather than stating facts based on personal knowledge.[13] Finally, his fixation with Pocatello's past financial transactions related to the WD01 Rental Pool simply has no bearing on the issue of the authorized Place of Use for Water Right No. 01-2068.

Most notably, however, the Watermaster delves into interpreting Pocatello's contract.[14] As explained in the *MSJ Memo* (at 10-11), there is no basis for WD01 to administer water rights based on a federal contract, beyond confirming the volume of storage water to which the entity is entitled. WD01 is not a party to, nor the enforcer of, Bureau contracts, and the *Pioneer* decision (as discussed above) does not help their arguments. The Watermaster is not licensed to practice law nor is he a judicial officer. Accordingly, the Hearing Officer should strike or otherwise disregard this declaration.

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[11] *Declaration of Craig Chandler* at ¶ 5.

[12] *Id.* at ¶¶ 6-7.

[13] *Id.* at ¶ 9; *compare DBSI Signature Place, Ltd. Liab. Co. v. BL Greensboro, Ltd. P'ship*, 392 F. Supp. 2d 1206, 1210 (D. Idaho 2005) ("An affidavit, however, should be based on personal knowledge and its allegations should not contain ultimate or conclusory facts and conclusions of law.").

[14] *See Declaration of Craig Chandler* at ¶ 8.

IV. Pocatello has not Voluntarily Participated in the WD01 Rental Pool nor has it Waived its Right to Challenge the LTF Rule

Ignoring the Hearing Officer's findings in the *MTD Order* (at 4), the Spaceholders continue to argue that Pocatello is precluded from challenging WD01's application of the LTF Rule because they voluntarily agreed to participate in the WD01 Rental Pool. As previously explained, Pocatello has *in*voluntarily participated in the WD01 Rental Pool because it has been the only mechanism available to physically deliver its storage water to the place where it is applied to beneficial use. *See Pocatello's Response Brief to Spaceholders' Motion to Dismiss* at 25-26 (May 29, 2025). As the Hearing Officer found: "Pocatello's ongoing participation in the WD01 Rental Pool is not a confirmation that Pocatello agrees with how the WD01 Rental Pool is administered or a waiver of Pocatello's right to challenge the Rental Pool Procedures." *MTD Order* at 4.

Further, that Pocatello received funds in exchange for participating in the WD01 Rental Pool is both immaterial and misleading. Is the argument that if Pocatello would simply *loan* its water to irrigation entities in WD01, without money changing hands, delivery of Pocatello's portion of Water Right No. 01-2068 storage water to AFRD#2 would not be objectionable? The allegations about financial gain are ad hominem, simply irrelevant to the resolution of the legal question posed by Pocatello's *Motion*, and should be disregarded.

CONCLUSION

The Spaceholders fail to establish a genuine dispute as to any material fact in their *Response* or the attached declarations and exhibits. Accordingly, the issues requiring resolution in this case are legal questions that are ripe for summary judgment. Because

Pocatello has the prevailing argument regarding the determination of the authorized Place of Use for its portion of the equitable title to Water Right No. 01-2068, Pocatello is entitled to judgment as a matter of law. Therefore, Pocatello requests that the Hearing Officer grant the *MSJ* and enter summary judgment in its favor.

Respectfully submitted this 22nd of August 2025.

SOMACH SIMMONS & DUNN, P.C.

Sarah A. Klahn, ISB #7928
Maximilian C. Bricker, ISB #12283

Attorneys for Petitioner City of Pocatello

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of August 2025, I caused to be filed and served a true and correct copy of the foregoing document via electronic mail to the following:

IDAHO DEPARTMENT OF WATER RESOURCES James Cefalo, Presiding Officer Christina Henman james.cefalo@idwr.idaho.gov christina.henman@idwr.idaho.gov file@idwr.idaho.gov
WATER DISTRICT 01 Craig Chandler Craig.chandler@idwr.idaho.gov
BURLEY IRRIGATION DISTRICT John K. Simpson Travis L. Thompson Abby Bitzenburg MARTEN LAW LLP IdaH2O jks@idahowaters.com tthompson@martenlaw.com abitzenburg@martenlaw.com
FREMONT MADISON IRRIGATION DISTRICT; IDAHO IRRIGATION DISTRICT Jerry Rigby Hyrum Erickson RIGBY ANDRUS & RIGBY LAW PPLC jrigby@rex-law.com herickson@rex-law.com
COALITION OF CITIES Candice M. McHugh Chris M. Bromley MCHUGH BROMLEY, PLLC cbromley@mchughbromley.com cmchugh@mchughbromley.com
Richard A. Diehl, Jr.: rdiehl@pocatello.gov Jeff Raybould: jeff@rayboulddbros.com Ann Yribar: ann.yribar@ag.idaho.gov Garrick Baxter: garrick.baxter@idwr.idaho.gov

Sarah A. Klahn, ISB No. 7928

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE STATE OF IDAHO

IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	))))	**PRELIMINARY ORDER DENYING MOTION FOR SUMMARY JUDGMENT AND UPHOLDING DEPARTMENT ACTION**

PROCEDURAL HISTORY

On April 25, 2024, the City of Pocatello ("Pocatello" or "City") filed a *Petition Requesting a Hearing on WD01's 2023 Storage Report* ("Hearing Request"), pursuant to Idaho Code § 42-1701A(3). Pocatello's *Hearing Request* created a contested case before the Department, governed by the Department's Rules of Procedure (IDAPA 37.01.01).

On August 7, 2024, Burley Irrigation District, Fremont-Madison Irrigation District, and Idaho Irrigation District (collectively "Spaceholders") filed *Spaceholders' Combined Motion to Intervene & Memorandum in Support of the Motion to Intervene* ("Spaceholders' Petition"). The hearing officer for the Department granted the *Spaceholders' Petition* on October 10, 2024.

On October 7, 2024, the Cities of Bliss, Burley, Carey, Declo, Dietrich, Gooding, Hazelton, Heyburn, Jerome, Paul, Richfield, Rupert, Shoshone, and Wendell (collectively "Coalition of Cities") filed *Coalition of Cities' Motion to Intervene and Memorandum in Support* ("Coalition's Petition"). The hearing officer granted the *Coalition's Petition* on November 22, 2024.

The Department conducted a prehearing conference on December 9, 2024. During the conference, the parties asked the hearing officer to set deadlines for filing dispositive motions. On December 16, 2024, the hearing officer issued a *Scheduling Order*, establishing deadlines for filing dispositive motions.

On February 18, 2025, the Spaceholders filed *Intervenor Spaceholders' Motion to Dismiss and Supporting Points and Authorities* ("Motion to Dismiss"). Also on February 18, 2025, Pocatello filed *City of Pocatello's Motion for Summary Judgment* ("Motion for Summary Judgment") and *City of Pocatello's Memorandum in Support of Motion for Summary Judgment* ("Pocatello Memo"). In addition, Pocatello filed the *Declaration of Adelheid M. Netter in Support of City of Pocatello's Motion for Summary Judgment* ("Netter Decl.") and the *Declaration of Maximilian C. Bricker in Support of City of Pocatello's Motion for Summary Judgment* ("Bricker Decl."). The declarations identified several documents relevant to this contested case.

On March 21, 2025, Pocatello and the Spaceholders filed a *Joint Motion to Amend Scheduling Order*, proposing to stay the briefing for the *Motion for Summary Judgment*, extend the briefing deadlines for the *Motion to Dismiss*, and establish a new date for oral arguments, if such

arguments were needed. On April 4, 2025, the hearing officer issued an *Order Granting Joint Motion and Amending Scheduling Order*, staying the briefing for the *Motion for Summary Judgment*, extending the deadlines for filing response and reply briefs for the *Motion to Dismiss*, and establishing a new date for oral arguments, if needed, for the *Motion to Dismiss*.

On May 29, 2025, Pocatello filed *City of Pocatello's Response Brief to Spaceholders' Motion to Dismiss*, and the Coalition of Cities filed *Coalition of Cities' Joinder in City of Pocatello's Response Brief to Spaceholders' Motion to Dismiss*. On June 20, 2025, the Spaceholders filed a *Reply in Support of Intervenor Spaceholders' Motion to Dismiss*. On June 24, 2025, the hearing officer issued an *Order Denying Motion to Dismiss and Amending Scheduling Order*. The amended scheduling order established deadlines for completing the briefing related to Pocatello's *Motion for Summary Judgment*.

On August 1, 2025, the Spaceholders filed *Intervenor Spaceholders' Response in Opposition to City of Pocatello's Motion for Summary Judgment* ("Response"). On August 22, 2025, Pocatello filed *City of Pocatello's Reply Brief in Support of Motion for Summary Judgment* ("Reply").

The administrative record for this contested case is comprised of the initial pleadings from the parties, the argument briefs submitted by the parties on petitions and motions, and the documents submitted through declarations. In addition, pursuant to IDAPA 37.01.01.602, the hearing officer takes official notice of: (1) public records from the March 7, 2023, annual meeting for Water District 01 ("WD1"), (2) the *Resolution to Approve Amended Rental Pool Procedures for 2023*, signed by the chairman for the Idaho Water Resource Board ("IWRB" or "Board") on March 31, 2023, (3) elements of water rights relevant to this contested case, including ground water rights for municipal use held by Pocatello, and (4) relevant orders of the department, including orders related to the Surface Water Coalition ("SWC") delivery call.

After carefully considering the undisputed facts, relevant statutes, rules, procedures and case law, and the arguments raised by the parties, the hearing officer for the Department finds, concludes, and orders as follows:

FINDINGS OF FACT

1. The United States Bureau of Reclamation ("Reclamation") is the owner of record for water right 1-2068, which bears a priority date of July 28, 1939, and authorizes the storage of 940,400 acre-feet of water in Palisades Reservoir, a large reservoir in the Upper Snake River Basin. Ex. 4 to *Netter Decl.*

2. The Snake River Basin Adjudication ("SRBA") Court issued a partial decree for water right 1-2068 on August 17, 2016. The SRBA Court issued an amended partial decree for the water right on March 29, 2017, and a second amended partial decree for the water right on February 28, 2020. Ex. 4 to *Netter Decl.* The second amended partial decree states that water right 1-2068 may be used for irrigation storage, irrigation from storage, power storage, and power from storage. *Id.*

3. The second amended partial decree for water right 1-2068 includes, among other conditions, the following conditions:

> Place of use for irrigation from storage is within the following counties: Fremont, Madison, Jefferson, Bonneville, Bingham, Bannock, Power, Minidoka, Cassia, Lincoln, Jerome, Twin Falls, Gooding, Teton and Elmore.
>
> The name of the United States of America acting through the Bureau of Reclamation appears in the Name and Address sections of this partial decree. However, as a matter of Idaho Constitutional and Statutory Law, title to the use of the water is held by the consumers or users of the water. The irrigation organizations act on behalf of the consumers or users to administer the use of the water for the landowners in the quantities and/or percentages specified in the contracts between the Bureau of Reclamation and the irrigation organizations for the benefit of the landowners entitled to receive distribution of this water from the respective irrigation organizations. The interest of the consumers or users of the water is appurtenant to the lands within the boundaries of or served by such irrigation organizations, and that interest is derived from law and is not based exclusively on the contracts between the Bureau of Reclamation and the irrigation organizations.
>
> The allocation of storage to federal contractors and the location of that storage, including carryover storage, in the reservoir system shall be determined by the United States Bureau of Reclamation pursuant to federal Reclamation law and contracts entered into between the United States and federal contractors. The Water District 01 Watermaster (as supervised by the Director of the Department of Water Resources) shall distribute the stored water in accordance with allocation instructions from the United States Bureau of Reclamation. "Reservoir system" shall mean all Federal reservoirs on the Snake River and its tributaries down to and including Lake Walcott, which store and distribute water pursuant to water right nos. 1-219, 1-2064, 1-2068, 1-4055, 1-10042, 1-10043, 1-10044, 1-10045, 1-10620, 1-10621A, 1-10621B, 1-10622, 1-10623, 21-2156, 21-4155, 21-10560, 21-13161, 21-13194, 25-7004, 25-14413A, and 25-14413B.

Ex. 4 to *Netter Decl.*

4. "Pocatello is a municipality incorporated in the State of Idaho, administered pursuant to Idaho Code § 50-101 et seq., and located within Bannock County." *Pocatello Memo* at 3.

5. In 1960, Pocatello entered into Contract No. 14-06-100-1825 ("Pocatello Contract")[1] with Reclamation to obtain the right to use 50,000 acre-feet of the water stored under water right 1-2068. *Pocatello Contract* at 1-5. Pocatello now holds equitable title to 50,000 acre-feet of the total storage space in Palisades Reservoir. Ex. 6 to *Netter Decl.* at Part 1.

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[1] Ex. 1 to *Bricker Decl.*

6. Among other provisions, the Pocatello Contract includes the following provisions, which are relevant to this contested case:

> [T]he City, securing water for all municipal uses by pumping from underground and from surface flows that would, if not intercepted by the City, flow into the Snake River below Palisades Dam, desires to replace in the Snake River by means of storage at Palisades Reservoir water in volume approximately the equivalent of that removed by pumping from Snake River tributary underground and surface flows, and it having been determined that 50,000 acre-feet of active capacity in Palisades Reservoir will furnish such approximate equivalent volume . . . .
>
> The City may rent stored water which has accrued to its credit in any reservoir of the system, but such rentals shall be for only one year at a time and at rates to be approved in advance by the Secretary [of Reclamation] and the Advisory Committee.
>
> To the extent that water is pumped from wells and from surface streams that flow into American Falls Reservoir, actual measurements at the well heads and at the discharge lines or other pumping plants delivering water for the City shall be made during each irrigation season. One-half of all water provided through the City's system for the use of its water users from any and all sources in any irrigation season shall be accounted for as water stored for the City as provided in article 10 and charged thereto, except an amount of 7,000 acre-feet of water in each irrigation season until the first irrigation season beginning after a consolidation or merger has been made by the City with the water system of the City of Alameda when the amount shall be increased to 10,000 acre-feet of water to reflect prior uses of that city and other nearby communities. Delivery of water to the City that as above provided in this article is chargeable to stored water for any irrigation season, shall be limited, however, to the quantities of stored waters available as provided in article 10.
>
> The water chargeable to City stored water as provided in this article shall be determined during the irrigation season of each year. Corresponding credits shall be given by the watermaster to the water rights, whether natural flow or storage rights, that have been infringed on by pumping for the City. The amounts represented by such infringements, to whomsoever they shall accrue, shall be made up out of stored water available to the City under this agreement as necessary. . . . .

Pocatello Contract at 2 and 23-24.

7. Pocatello holds several ground water rights for municipal use. Most of these water rights include the following condition about the authorized place of use for municipal purposes: "Place of use is within the service area of the City of Pocatello municipal water supply system as

provided for under Idaho Law." *See, e.g.*, SRBA Partial Decree for water right 29-2274 (April 26, 2012).

8. In 2005, SWC[2] filed a delivery call under the Department's Conjunctive Management Rules (IDAPA 37.03.11). As a result of Department orders and judicial decisions related to the SWC delivery call, ground water rights held by Pocatello would, at times, be subject to curtailment if Pocatello did not participate in an approved mitigation plan. *See, e.g., Final Order Curtailing Ground Water Rights Junior to October 11, 1900* (July 25, 2025).

9. On February 25, 2019, the Coalition of Cities, the City of Idaho Falls, and Pocatello filed a Joint Mitigation Plan ("2019 Joint Mitigation Plan") in response to the SWC delivery call. The Department approved the 2019 Joint Mitigation Plan on April 9, 2019.

10. In the 2019 Joint Mitigation Plan, the Coalition of Cities, the City of Idaho Falls, and Pocatello, collectively agreed to "supply average annual mitigation water in the amount of 7,650 acre-feet per year . . . with a minimum requirement to supply 1,000 [acre-feet per year]" to SWC. *2019 Joint Mitigation Plan*, Ex. 1 at 3. "All mitigation water will be used for aquifer enhancement projects on the ESPA unless the [SWC and cities] agree otherwise in writing." *Id.*

11. WD1 is "an instrumentality of the state of Idaho [created] for the purpose of performing the essential governmental function of distribution of water among appropriators under the laws of the state of Idaho." Idaho Code § 42-604. WD1 regulates the diversions from the Snake River and its tributaries in the Upper Snake River Basin. WD1 also regulates the storage in and delivery of storage water from the large Reclamation reservoirs in the Upper Snake River Basin, including Palisades Reservoir.[3]

12. Each year, the water users in WD1 elect a water district advisory committee made up of nine members. Idaho Code § 42-605(6). This committee, commonly referred to as the Committee of Nine, provides guidance to the watermaster of WD1, represents the collective interests of the water users within WD1 in various settings, and serves as the local committee to facilitate the rental of stored water in the district. *Id.*

13. IWRB operates a Water Supply Bank, which allows water users to lease water rights, or portions thereof, to the bank and/or rent water rights from the bank. Idaho Code § 42-1761. The Water Supply Bank also allows water users to lease and/or rent storage water. The approval of a rental through the Water Supply Bank may act as a substitute for filing a transfer application under Idaho Code § 42-222. Idaho Code § 42-1764.

14. Consistent with Idaho Code § 42-1765, IWRB has appointed the Committee of Nine to facilitate the rental of storage water from the large Reclamation reservoirs in the Upper Snake

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[2] SWC is made up of A&B Irrigation District, American Falls Reservoir District No. 2, Burley Irrigation District, Milner Irrigation District, Minidoka Irrigation District, North Side Canal Company, and Twin Falls Canal Company.
[3] WD1 does not regulate the storage in or delivery of storage from the Blackfoot Reservoir, which is located on the Blackfoot River and is regulated by Water District 27.

River Basin, including Palisades Reservoir.[4] The administrative structure created to facilitate the rental of storage water in the Upper Snake River Basin is commonly referred to as the Water District 01 Rental Pool ("WD1 Rental Pool").

15. Consistent with Rule 40.01 of IWRB's Water Supply Bank Rules (IDAPA 37.02.03), the Committee of Nine recommends Rental Pool Procedures each year to govern storage water transactions in the WD1 Rental Pool. *See* Ex. 2 to *Netter Decl.*, Procedure 3.1, *2023 Rental Pool Procedures* at 7. The 2023 Rental Pool Procedures were approved by the water users of WD1 at the annual meeting for the water district held on March 7, 2023. The 2023 Rental Pool Procedures were approved by IWRB on March 31, 2023. *Resolution to Approve Amended Rental Pool Procedures for 2023.* Among other provisions, the 2023 Rental Pool Procedures included the following provisions, which are relevant to this contested case:

PROCEDURE 1.0 LEGAL AUTHORITY

1.3 These procedures shall be interpreted consistent with Idaho Code, rules promulgated by the Idaho Water Resource Board, relevant provisions of spaceholder contracts with the United States, and the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.

PROCEDURE 2.0 DEFINITIONS

2.2 Acre-foot: a volume of water sufficient to cover one acre of land one foot deep and is equal to 43,560 cubic feet.

2.4 Allocation: the amount of stored water, including carryover that has accrued to a spaceholder's storage space on the date of allocation that is available for the spaceholder's use in the same accounting year.

2.21 Lease: a written agreement entered into between a lessor and lessee to lease storage through the rental pool pursuant to Procedure 6.

2.29 Participant: a spaceholder who contributes storage to the common pool pursuant to Procedure 5.2.

2.32 Rent: the rental of storage from the common pool, supplemental pool, or assignment pool.

2.33 Rental Pool: the processes established by these procedures for the rental and/or lease of storage, mitigation of computed impacts to spaceholders, and disposition of revenues.

2.38 Space: the active capacity of a reservoir measured in acre-feet.

[4] The Committee of Nine does not facilitate the rental of storage water from the Blackfoot Reservoir.

2.39 Spaceholder: the holder of the contractual right to the water stored in the space of a storage facility within the Reservoir System.

2.40 Storage: the portion of the available space that contains stored water.

PROCEDURE 3.0 PURPOSES

3.1 The primary purpose of the rental pool is to provide supplemental irrigation water to spaceholders for the irrigation of District land with an existing primary irrigation water right and to maintain a rental pool with sufficient incentives such that spaceholders supply, on a voluntary basis, an adequate quantity of storage for rental or lease pursuant to procedures established by the Committee. These procedures are intended to: a) assure that participants have priority over nonparticipating spaceholders and non-spaceholders in renting storage through the rental pool; b) assure that non-participating spaceholders are not impacted; and c) rentals occurring through the assignment pool and supplemental pool do not impact other spaceholders.

3.2 To maintain adequate controls, priorities, and safeguards to insure that existing water rights are not injured and that a spaceholder's allocation is not impacted without his or her consent. . . . .

PROCEDURE 5.0 COMMON POOL

5.2 Participant Contributions

5.2.101 Participants. Any spaceholder may, upon submitting written notice to the Watermaster prior to March 15 of the current year elect to contribute storage to the current year's common pool rentals to be deducted from the spaceholders subsequent year's storage allocation when excess water does not spill past Milner in the subsequent year. Any spaceholder making such election shall be deemed a "participant" for the current year and every year thereafter until the spaceholder provides written notice to the Watermaster prior to March 15 of the year common pool rentals are purchased, rescinding its participation. . . . .

PROCEURE 6.0 PRIVATE LEASES

6.1 General. All leases must be transacted through the rental pool. Only participants may lease storage to a Lessee subject to the provisions of these procedures, and non-participating spaceholders may not lease storage from participants.

PROCEDURE 7.0 IMPACTS

7.1 Determination. In any year in which the storage rights in the reservoir system do not fill, the Watermaster will determine the actual computed impacts to spaceholders,

if any, associated with the prior year's rentals and leases. In making this determination, the Watermaster will use a procedure which identifies the following:

(a) What each computed reservoir fill would have been had the previous year's rentals and leases not taken place;

(b) The storage space from which rented or leased storage was actually supplied for the previous year's rental or lease; and

(c) The amount of storage each spaceholder's current allocation was reduced by the previous year's rental or lease activities.

7.2 Milner Spill. There are no computed impacts resulting from the previous and current year's rentals or leases used prior to Milner spill ceasing when the use of those rentals or leases result in reducing the spill from the reservoir system prior to the current year's Date of Allocation, as determined by the Watermaster.

7.3 Impacts to Spaceholders resulting from all common pool, private leases, assignments, supplemental pool, and extraordinary circumstances pool rentals. To avoid impacts to spaceholders caused by rental pool storage provided under Procedures 5, 6, 8, 9.3, 10, and 11 in years when storage is not spilled past Milner, the supplying spaceholder's storage allocation shall be reduced to ensure all other reservoir space receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply previous year leases, assignments, and rentals. If the amount of storage in the reservoir system exceeds the amount necessary to allocate 100% fill to space that wasn't evacuated to supply leases, assignments, and rentals but is insufficient to allocate 100% fill to all system spaceholders, allocations to lessors', assignors', and other space shall occur in the following priorities:

(a) Storage supplied under Procedure 5. This reallocation will only occur in the year following the supply of storage.

(b) Assigned rental under Procedure 10.0, extraordinary circumstances rental under Procedure 11.0, private leases above Milner under Procedure 6.0, and IWRB storage used for mitigating minimum flows at Murphy under Procedure 6.7. This reallocation will only occur in the year following the lease of storage.

(c) Bureau uncontracted storage under Procedure 6.8 until the lessor's affected space fills.

(d) Supplemental Pool leases under Procedure 8.0 until the lessor's affected space refills.

(e) Bureau Powerhead storage under Procedure 6.9 shall be the last space to refill after all other space in reservoirs in Water District 1 until the lessor's affected space fills as identified in III.C.7.c. of the Mediator's Term Sheet of the 2004 Snake River Water Rights Agreement.

7.4 Impacts to non-participants resulting from common pool rentals. To avoid impacts to nonparticipant storage allocations caused by rental pool storage provided under Procedure 5 in years when storage is not spilled past Milner, the supplying participant's storage allocation shall be reduced to ensure all other reservoir space

> receives a 100% fill to its storage allocation ahead of allocations to space evacuated to supply common pool rentals.

Ex. 2 to *Netter Decl.* at 4-7, 10, 13-14.

16. Procedure 7.3, set forth in its entirety above, establishes a process where, with a few exceptions,[5] the storage space evacuated as part of a private lease becomes the last space to fill in the subsequent water year. This procedure is commonly referred to as the Last-to-Fill Provision ("LTF Provision"). The *2022 Rental Pool Procedures* also included the LTF Provision. *Pocatello Memo* at 6 (asserting that the LTF Provision has applied to all storage water rentals above Milner Dam since 2005).

17. Pocatello was a participant in the WD1 Rental Pool in 2022. Ex. 14 to *Bricker Decl.*, *City of Pocatello v. Idaho Water Resource Board*, Case No. CV42-23-1668, *Amended Order on Cross Motions for Summary Judgment* ("Pocatello v. IWRB") at 7. As a participant, Pocatello was authorized to lease all or part of its allocated storage to other entities. *See* Ex. 2 to *Netter Decl.*, Procedure 6.1, *2023 Rental Pool Procedures* at 13. Any private lease of the storage water allocated to Pocatello, however, was subject to the Rental Pool Procedures, including the LTF Provision. *Id.* at 14 (Procedure 7.3).

18. In 2022, Pocatello delivered 6,290.2 acre-feet of the water stored under the Pocatello Contract to American Falls Reservoir District #2 ("AFRD#2"), a company which diverts water from the Snake River at Milner Dam. *Pocatello Memo* at 7; SRBA Partial Decree for Water Right 01-00006 (May 1, 2012). The lands irrigated by AFRD#2 patrons do not overlap with the municipal service area for Pocatello. Ex. 8 to *Bricker Decl.* The delivery of storage water, from Pocatello to AFRD#2, was processed through the WD1 Rental Pool.

19. Pocatello's delivery of storage water to AFRD#2, in addition to other mitigation activities, was intended to satisfy the mitigation obligations set forth in the *2019 Joint Mitigation Plan*. Ex. 6 to *Bricker Decl.*

20. On April 20, 2023, Pocatello, in coordination with the Coalition of Cities and the Cities of Idaho Falls, Blackfoot, Rexburg, Ammon, and Iona, submitted a report ("2022 Mitigation Report")[6] to the Department summarizing the mitigation activities occurring in 2022 under the *2019 Joint Mitigation Plan*. The report stated, in pertinent part:

> The terms of the Final Settlement Agreement obligate the Cities to supply mitigation water for aquifer enhancement or other mitigation activities ("Mitigation Obligation") averaging 7,650 af per year (af/y) on a five-year running average, with a minimum requirement to supply 1,000 af/y commencing

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[5] According to Procedure 7.3 of the *2023 Rental Pool Procedures*, any storage water evacuated from the uncontracted storage space held by Reclamation, the powerhead storage space held by Reclamation, or storage water assigned to a supplemental pool by spaceholders, would fill after the storage space evacuated for private leases.
[6] Ex. 6 to *Bricker Decl.*

> January 1, 2019. The first compliance period will be assessed in 2024 for the period 2019-2023.
>
> The Cities allocated the Mitigation Obligation amongst themselves on a basis that accounts for priority dates of each city's groundwater rights and average annual ground water pumping. To satisfy the Mitigation Obligation, each City may lease water from Pocatello, Water District 01, or other suppliers, or supply mitigation arising from its own water supplies. While the original Final Settlement Agreement specified mitigation via aquifer enhancement projects consistent with paragraphs II.A.2.a. and b. as means of mitigation, in August of 2022, due to the extraordinary drought, the parties to the Final Settlement Agreement executed an Agreement for Direct Delivery in Lieu of Aquifer Enhancement Activities (Direct Delivery Agreement). The Direct Delivery Agreement, attached as Exhibit 2, specifically allows the Cities to receive mitigation credits for water directly delivered to the Surface Water Coalition ("SWC").
>
> In 2022, the Cities supplied 7,631.1 af of mitigation water. As reflected in Exhibit 3, 6,290.2 af of water was supplied directly to [AFRD#2] pursuant to the Direct Delivery Agreement. An additional 504 af was recharged by the City of Idaho Falls and 475.7 af was recharged by the City of Rexburg. Lastly, the City of Idaho Falls, by virtue of completing surface-to-groundwater conversion projects, mitigated an additional 361.2 af.

2022 Mitigation Report at 1-2 (footnotes, tables, and exhibits omitted).

21. WD1 computed the storage allocations for the reservoirs in the Upper Snake River Basin in 2023 and applied the LTF Provision to 2,396 acre-feet of the 6,290.2 acre-feet of storage space evacuated through Pocatello's delivery of storage water to AFRD#2.[7] Ex. 1 to *Netter Decl.* at Part 1-A.

22. WD1 issued a revised 2023 Final Storage Report on May 22, 2024, applying the LTF Provision to the private leases from 2022, including 2,396 acre-feet[8] of the storage water space

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[7] It is unclear why WD1 applied the LTF Provision to only 2,396 acre-feet of the 6,290.2 acre-feet of storage space evacuated through Pocatello's delivery of storage water to AFRD#2. The administrative record for this case does not include documents showing how that value (2,396 acre-feet) was calculated. The 2022 Final Storage Report suggests that WD1 may not apply the LTF Provision to water used by Pocatello to mitigate for its own pumping. *See* Ex. 5 to *Bricker Decl.*, Excerpts from 2022 Final Storage Report (describing a portion of the water supplied by Pocatello for mitigation use as "Mitigation for Pocatello GW Pumping"); *see also* Ex. 6 to *Bricker Decl.*, *Revised 2022 Mitigation Report* for the *2019 Joint Mitigation Plan* at 1-3 (describing the process used to divide the total mitigation obligation between the cities and noting that cities participating in the joint mitigation plan may lease storage water from Pocatello).

[8] The 2023 Final Storage Report states that the LTF Provision was applied to 2,382 acre-feet of the storage space held by Pocatello. *See* Ex. 6 to *Netter Decl.* at Part 1-A. An earlier version of the report stated that the LTF Provision was applied to 2,396 acre-feet. *See* Ex. 1 to *Netter Decl.* at Part 1-A. It is unclear why there was a minor adjustment to this value. Because the briefs filed by the parties primarily identify the storage space that was subject to the LTF Provision as 2,396 acre-feet, this order refers to 2,396 acre-feet. The difference between 2,382 acre-feet and 2,396 acre-feet is negligible and does not change the hearing officer's analysis or legal conclusions.

evacuated because of the delivery Pocatello's storage water to AFRD#2. Ex. 6 to *Netter Decl.* at Part 1-A. Because of a limited water supply in 2023, there was no water available to fill any of the space designated as last-to-fill. *Id.* at Part 2. As a result, the 2,396 acre-feet of Pocatello's storage space subject to the LTF Provision did not receive any fill in 2023. *Id.* If WD1 had not applied the LTF Provision to the 2,396 acre-feet of storage space held by Pocatello, the storage space would have filled completely in 2023.[9] *Netter Decl.* at 3.

STANDARD OF REVIEW

Rule 220.03 of the Department's Rules of Procedure (IDAPA 37.01.01) allows parties to file motions for summary judgment in contested cases before the Department. Such motions are governed by Rules 56(a) and 56(c)-(f) of the Idaho Rules of Civil Procedure. IDAPA 37.01.01.220.03. Summary judgment is appropriate when there is no genuine dispute as to any material fact and a party is entitled to judgment as a matter of law. I.R.C.P. 56(a). If there are disputed facts central to the outcome of a case, the disputed facts must be construed in favor of the party against whom summary judgment is entered. *Major v. Sec. Equip. Corp.*, 155 Idaho 199, 202, 307 P.3d 1225, 1228 (Idaho 2013). A hearing officer may grant summary judgment in favor of the non-moving party. *Allen v. Blaine County*, 131 Idaho 138, 140-41, 953 P.2d 578, 580-81 (Idaho 1998). In such a case, the hearing officer must liberally construe the administrative record in favor of the party against whom summary judgment is entered. *Id.*

RELEVANT LEGAL PROVISIONS

Idaho Code § 42-222(1) states, in pertinent part:

> Any person, entitled to the use of water whether represented by license issued by the department of water resources, by claims to water rights by reason of diversion and application to a beneficial use as filed under the provisions of this chapter, or by decree of the court, who shall desire to change the point of diversion, place of use, period of use or nature of use of all or part of the water, under the right shall first make application to the department of water resources for approval of such change.
>
> . . .
>
> The transfer of the right to the use of stored water for irrigation purposes shall not constitute an enlargement in use of the original right even though more acres may be irrigated, if no other water rights are injured thereby.

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[9] The Spaceholders assert that, if WD1 suspended the LTF Provision for all private leases, including private leases from any irrigation entity to another, it is unlikely that the 2,396 acre-feet of space held by Pocatello would have filled completely in 2023. *Response* at 14-15. The Spaceholders also assert that, because water right 1-2068 is a junior water right in the Upper Snake River Basin, the implementation of the LTF Provision protects the refill of the storage space held by Pocatello. *Id.* These arguments might be relevant if an administrative hearing were required to decide this contested case. Because these arguments are not essential to decide Pocatello's *Motion for Summary Judgment*, however, the Spaceholders' arguments on this topic are not addressed in this order.

Idaho Code § 42-1761 states:

The water resource board shall have the duty of operating a water supply bank. The water supply bank shall make use of and obtain the highest duty for beneficial use from water, provide a source of adequate water supplies to benefit new and supplemental water uses, and provide a source of funding for improving water user facilities and efficiencies.

Idaho Code § 42-1762 states, in pertinent part:

The water resource board shall adopt rules and regulations governing the management, control, delivery and use and distribution of water to and from the water supply bank in compliance with chapter 52, title 67, Idaho Code.

Idaho Code § 42-1764 states, in pertinent part:

The approval of a rental of water from the water supply bank may be a substitute for the transfer proceeding requirements of section 42-222, Idaho Code.

Idaho Code § 42-1765 states, in pertinent part:

The water resource board may appoint local committees, including water district advisory committees as provided in section 42-605(6), Idaho Code, to facilitate the rental of stored water. When so appointed, the committee shall have the authority to market stored water between consenting owners and consenting renters under rules and regulations adopted by the board. The director of the department of water resources may approve a general lease which the local rental committee may utilize to meet the approval requirements enumerated in section 42-1763, Idaho Code.

Rule 40 of IWRB's Water Supply Bank Rules (IDAPA 37.02.03) states, in pertinent part:

01. Board Meetings for Committee Appointments. The Board may at any regular or special meeting [ ] consider appointing an entity to serve as a local committee to facilitate the lease and rental of stored water. At least ten (10) days prior to the meeting, the entity seeking appointment shall provide to the Director information concerning the organization of the entity, a listing of its officers, a copy of its bylaws and procedures, if applicable, a copy of the proposed local committee procedures, pursuant to which the local committee would facilitate the lease and rental of stored water, together with a copy of each general lease and rental form proposed to be used by the local committee. The local committee procedures must be approved by the Board and must provide for the following:

. . .

h. Prevention of injury to other water rights;

. . .

03. Review by Director. The Director will review the local committee procedures and submit them along with the Director's recommendation to the Board. The lease and rental form must receive the Director's approval. The Board may designate the applying entity as the local committee for a period not to exceed five (5) years. A Certificate of Appointment will be issued by the Board. The Board may extend the appointment for additional periods up to five (5) years, upon written request of the local committee. The Board may revoke a designation upon request of the local committee, or after a hearing pursuant to the promulgated Rules of Practice and Procedure of the Board, if the Board determines that the local committee is no longer serving a necessary purpose or is not abiding by its own approved procedures, these rules or applicable statutes.

. . .

05. Submission of Amendments to Procedures to Board. Amendments to the approved procedures of an appointed local committee which change the amount charged for the rental of stored water shall be submitted to the Board by April 1st of any year. The amendment will be considered approved by the Board unless specifically disapproved at the first regular Board meeting following the amendment action of the local committee. The Board may, upon good cause being determined by the Board, specifically approve of amendments submitted after April 1 of any year.

ANALYSIS

Pocatello argues that the delivery of its storage water to AFRD#2 in 2022 did not enlarge the use of water right 1-2068 and, therefore, the delivery could not injure other spaceholders or other storage water rights. *Pocatello Memo* at 11-15 ("[S]ince 2005, [WD1] has taken the bewildering position that it can regulate spaceholders' rentals above Milner by adopting a [last-to-fill] Rule that is based on the flawed presumption that any rental causes an enlargement."). According to Pocatello, AFRD#2's use of Pocatello's storage water for irrigation falls within the existing elements of water right 1-2068 and cannot constitute an enlargement of the water right. *Id.* Pocatello asserts that WD1 does not have the authority to regulate storage water rentals when the proposed use by the renter is already authorized by the underlying storage water right. *Id.* at 14. Pocatello also asserts that it is entitled to judgment as a matter of law in this case and asks the hearing officer to order WD1 to issue a revised 2023 Final Storage Report, eliminating the last-to-fill penalty for all the storage space evacuated through Pocatello's delivery of storage water to AFRD#2 in 2022. *Id.* at 16-17. For the reasons set forth below, Pocatello's arguments are not persuasive and must be rejected.

I. Pocatello's delivery of its storage water to AFRD#2 constitutes a change in place of use for water right 1-2068 and, as such, must be approved pursuant to Idaho Code § 42-222, prior to the change, or accomplished through the Water Supply Bank.

Pocatello argues that the second amended partial decree for water right 1-2068, alone, should be the basis for evaluating the scope of Pocatello's portion of the water right. *Pocatello Memo* at 10-11. According to Pocatello, there is no need to interpret the provisions of the Pocatello Contract with Reclamation to understand the scope of Pocatello's portion of water right 1-2068. *Id.* Pocatello argues that the elements of water right 1-2068 are broad enough to cover any movement of storage water for irrigation use in any of the counties in the Upper Snake River Basin. *Id.* at 14. Therefore, according to Pocatello, a conveyance of storage water from one entity to another for irrigation use in the Upper Snake River Basin does not require a transfer under Idaho Code § 42-222(1) or a rental under the WD1 Rental Pool Procedures. If Pocatello's interpretation of the elements of water right 1-2068 were adopted, water stored under water right 1-2068 could be delivered anywhere in the Upper Snake River Basin for irrigation use without enlarging the right or causing injury to other spaceholders.

Pocatello's interpretation of the elements of water right 1-2068 ignores important water law principles established prior to the issuance of the second amended partial decree for water right 1-2068. In 2007, the Idaho Supreme Court issued its decision in *United States v. Pioneer Irr. Dist.*, 144 Idaho 106, 157 P.3d 600 (Idaho 2007) ("Pioneer"). *Pioneer* establishes key principles governing water rights for Reclamation projects in Idaho. In fact, language from *Pioneer* was included verbatim as a condition on the second amended partial decree for water right 1-2068. Therefore, any interpretation of the elements of water right 1-2068 must be consistent with *Pioneer*. Because *Pioneer* is central to the outcome of this case, it may be helpful to provide a summary of the issues addressed in *Pioneer* and the analysis and decision from the Idaho Supreme Court.

In *Pioneer*, Reclamation had filed SRBA claims for the water rights associated with three reservoirs on the Boise River, commonly referred to as the Boise River Project. *Pioneer*, 144 Idaho at 107. Certain irrigation entities, which held contracts for the storage space in the subject reservoirs, filed separate competing SRBA claims for the storage water rights.[10] *Id.* The Department recommended that the water rights be issued in the name of Reclamation and that the competing claims filed by the irrigation entities be disallowed. *Id.* This issue about the ownership of the subject water rights was litigated in the SRBA Court. *Id.* "[T]he SRBA court issued an order concluding that [Reclamation] has nominal legal title to the Boise River Project water rights and the irrigation entities hold equitable title in trust for their landowners" and adopted a water right condition that reflected its decision *Id.* at 107-108. Reclamation appealed the SRBA decision to the Idaho Supreme Court. *Id.*

[10] It is important to note that most of the SRBA claims filed by the irrigation entities were limited in scope. Each claim described only the volume of storage space held by the individual irrigation entity and the claimed place of use only covered the service area for the individual irrigation entity. *See, e.g.*, SRBA Claim No. 63-3618P (Ballentyne Ditch Company Ltd.). Based on the claims filed by the irrigation entities, each entity believed the place of use for its portion of the subject water rights only covered the lands irrigated by its own patrons.

In its decision, the Idaho Supreme Court first recited a few fundamental principles of western water law and then provided a summary of three cases where the United States Supreme Court evaluated the ownership of water rights for Reclamation projects:

> In Idaho it is "a well-settled rule of public policy that the right to the use of the public water of the state can only be claimed where it is applied to a beneficial use in the manner required by law."

Id. at 108-09 (quoting *Albrethsen v. Wood River Land Co.*, 40 Idaho 49, 60 (1924)).

> There is no dispute that [Reclamation] does not beneficially use the water for irrigation. It manages and operates the storage facilities. Irrigation of the lands serviced by the irrigation Spaceholders was the basis upon which original water right licenses were issued. Without the diversion by the irrigation Spaceholders and beneficial use of water for irrigation purposes by the irrigators, valid water rights for the reservoirs would not exist under Idaho law. The beneficial use theme is consistent with federal law. The Reclamation Act provides that "the right to the use of water acquired under the provisions of this Act shall be appurtenant to the land irrigated, and beneficial use shall be the basis, measure, and limit of the right."

Id. at 109 (quoting 43 U.S.C. § 372).

> [A]ppropriation was made not for the use of the government, but, under the Reclamation Act, for the use of the landowners; and by the terms of the law and of the contract already referred to, the water rights became the property of the landowners, wholly distinct from the property right of the government in the irrigation works.

Id. at 110 (quoting *Ickes v. Fox*, 300 U.S. 82, 94 (1937)).

> [T]he right to the use of water acquired under the provisions of [the Reclamation] Act shall be appurtenant to the land irrigated, and beneficial use shall be the basis, the measure, and the limit of the right.

Id. at 110-111 (quoting *Nebraska v. Wyoming*, 325 U.S. 589, 614 (1945)).

> Once these lands were acquired by settlers in the Project, the Government's 'ownership' of the water rights was at most nominal; the beneficial interest in the rights confirmed to the Government resided in the owners of the land within the Project to which these water rights became appurtenant upon the application of Project water to the land.

Id. at 111 (quoting *Nevada v. United States*, 463 U.S. 110, 126 (1983)).

> While the state laws and specific contracts may differ in the above cases, the U.S. Supreme Court's opinions provide guidance in reaching a conclusion here. A common theme throughout these cases is the recognition of the connection between beneficial use of water and ownership rights. The underlying principle of the state law, which requires application of the water to beneficial use before a water right is perfected, is the same. In Idaho the appropriator must apply the water to a beneficial use in order to have a valid water right under both the constitutional method of appropriation and statutory method of appropriation. The requirement of beneficial use is repeatedly referred to throughout the Idaho Code.

Id. at 112 (citation omitted).

After conducting a review of the cases cited above and relevant provisions of the Idaho Code, the Idaho Supreme Court concluded:

> Based upon the United States Supreme Court cases, the Reclamation Act, the Idaho Constitution, Idaho statutory and case law, it is clear that the entity that applies the water to beneficial use has a right that is more than a contractual right. The irrigation entities in this case act on behalf of those who have applied the water to beneficial use and repaid the United States for the costs of the facilities. The irrigation Spaceholders hold an interest on behalf of the water users pursuant to state law, consistent with the Reclamation Act and U.S. Supreme Court cases that were properly recognized by the SRBA Court. To reflect this Court's analysis, the case is remanded to the district court to substitute the following remark for that adopted by the SRBA court:
>
> > The name of the United States of America acting through the Bureau of Reclamation appears in the Name and Address sections of this partial decree. However, as a matter of Idaho constitutional and statutory law title to the use of the water is held by the consumers or users of the water. The irrigation organizations act on behalf of the consumers or users to administer the use of the water for the landowners in the quantities and/or percentages specified in the contracts between the Bureau of Reclamation and the irrigation organizations for the benefit of the landowners entitled to receive distribution of this water from the respective irrigation organizations. The interest of the consumers or users of the water is appurtenant to the lands within the boundaries of or served by such irrigation organizations, and that interest is derived from law and is not based exclusively on the contracts between the Bureau of Reclamation and the irrigation organizations.

Id. at 114.

In this case, Pocatello holds equitable title to a discrete portion of water right 1-2068. The portion of water right 1-2028 held by Pocatello is limited in scope. Pocatello's portion of water right 1-2068 constitutes only a portion of the total volume and only a portion of the total

place of use described in water right 1-2068. Under the reasoning in *Pioneer*, Pocatello's portion of water right 1-2068 in inextricably linked to the beneficial use accomplished by Pocatello's patrons. *Mullinix v. Killgore's Salmon River Fruit Co.*, 158 Idaho 269, 277, 346 P.3d 286, 294 (Idaho 2015) (""the right to use water is an appurtenance of the land to which the water is beneficially used . . . ."). Therefore, the authorized place of use for Pocatello's portion of water right 1-2068 would be the land within Pocatello's municipal service area.

This fundamental principle, that each spaceholder holding equitable title to a portion of water right 1-2068 has a place of use that is limited to its own service area, is confirmed in the condition of water right 1-2068 quoted above: "The interest of the consumers or users of the water is appurtenant to the lands within the boundaries of or served by such irrigation organizations." Pocatello asserts: "The language of [this condition] was intended to protect contract holders from infringement or deprivation of their stored water, not to impose a limitation on the Place of Use." *Reply* at 8. This assertion, however, ignores the Idaho Supreme Court's conclusion that an equitable interest in a water right is tied to the beneficial use occurring under that equitable interest.

Pocatello's argument that the authorized place of use for its portion of water right 1-2068 covers the entire Upper Snake River Basin is not consistent with *Pioneer*. Pocatello does not hold equitable title to the space or beneficial use associated with the contracts for the other spaceholders in Palisades Reservoir. Neither do the other spaceholders hold equitable title to the space or beneficial use associated with the Pocatello Contract. Based on the principles set forth in *Pioneer*, water right 1-2068 must be viewed as a combination of multiple individual water rights. Reclamation holds nominal title to the full water right. Each entity holding a contract for storage space under that right, however, holds an equitable title for only its portion of the right. The portion of water right 1-2068 held by an entity would logically be limited to the beneficial use occurring within the authorized service area of the entity.[11]

Any proposal to use the storage water held by Pocatello outside of the municipal service area of Pocatello would constitute a change in place of use and, as such, would require Pocatello to either 1) file an application for transfer pursuant to Idaho Code § 42-222, prior to making the change, or 2) pursue a short-term change through the Water Supply Bank.[12] Pursuant to Idaho

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[11] Given the principles established in *Pioneer*, one might argue that a separate place of use for the water stored under water right 1-2068 should be identified for each individual irrigator using the storage water. After all, it is the irrigators, not the irrigation companies, that are applying the water to beneficial use. This level of specificity, however, is not consistent with water use or water entitlements within an irrigation company. The volume of storage space associated with an irrigation company is clearly defined by Reclamation contracts. The volume of storage space associated with an individual irrigator within an irrigation company is not clearly defined. A shareholder in a canal company or a patron in an irrigation district is entitled to a proportionate share of all water supplies held by the company or district. Therefore, all storage water held by a canal company is associated with the properties of all shareholders in the company.

[12] In its evaluation of water right 1-2068, the SRBA Court determined that Pocatello's participation in the WD1 Rental Pool, allowed Pocatello "to use its water licensed for irrigation and power uses for non-licensed purposes and places of use." *See Special Mas[t]er Report and Recommendation Amended Nunc Pro Tunc*, In Re SRBA Case No. 39276, Subcase Nos. 01-2068 (USDI/BOR) and 01-2068Y (City of Pocatello) at 8 (Apr. 15, 2013) (emphasis added).

Code § 42-1764, the approval of a rental through the Water Supply Bank may act as a substitute to the transfer requirements of Idaho Code § 42-222. In other words, Pocatello is not required to use the Water Supply Bank to change the place of use for its water rights.[13] Pocatello, in coordination with Reclamation, is free to pursue an application for transfer under Idaho Code § 42-222 to change the place of use for its portion of water right 1-2068 from Pocatello's service area to the service area for AFRD#2 or any other irrigation entity. An application for transfer, however, must be approved prior to the change. Pocatello did not pursue a transfer application to allow AFRD#2 to use 6,290.2 acre-feet in 2022. Instead, Pocatello chose to accomplish the change in place of use through the Water Supply Bank, specifically through the WD1 Rental Pool.

In summary, even though the elements of water right 1-2068 appear to be broad enough to allow the movement of storage water for irrigation use anywhere in the Upper Snake River Basin, the elements must be administered using the principles set forth in *Pioneer*. Under *Pioneer*, the equitable title to the portion of water right 1-2068 held by a spaceholder is limited to the service area of the spaceholder. Any proposal to move storage water from one spaceholder to another constitutes a change in place of use and must be processed as a transfer application under Idaho Code § 42-222 or as a private lease through the WD1 Rental Pool. The 2023 Rental Pool Procedures, which require private leases for any movement of storage from one spaceholder to another, are consistent with the principles set forth in *Pioneer*.

In its *Reply*, Pocatello presents an argument that was not included in its *Motion for Summary Judgment*. Pocatello argues that a recent decision ("Moss Farms")[14] from Justice Roger Burdick, acting as a contract hearing officer in a contested case before the Department, supports Pocatello's assertion that its portion of water right 1-2068 can be used anywhere in the Upper Snake River Basin without expansion. *Reply* at 8-9. Pocatello's reliance on the *Moss Farms* decision is misplaced. Although the *Moss Farms* decision also deals with the delivery of storage water, it has little relevance to this contested case.

First, the *Moss Farms* decision only addressed whether a storage water right may be delivered to a point of rediversion that is not identified in the SRBA partial decree for the water right.[15] Justice Burdick concluded that storage water rights are diverted and captured when the water is stored in a reservoir. *Moss Farms* at 12-13. Consistent with Idaho Code § 42-105, once water has been captured and stored, it may be comingled with a natural stream and rediverted at a downstream location, without a recorded point of rediversion, so long as the watermaster can quantify the amount of storage water delivered. *Id.* at 14-15. *Moss Farms* does not include any analysis of the expansion of the place of use for storage water rights.

Second, the storage water rights at issue in *Moss Farms* are held by a single irrigation district, Big Lost River Irrigation District ("BLRID"), not Reclamation. Further, all the storage

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[13] *See Pocatello v. IWRB* at 12 ("The Rental Pool Procedures do not prohibit those water users who have not elected to participate in the [WD1] Rental Pool from entering into a private lease for the rental of storage water outside of the confines of the Procedures so long as that private lease otherwise complies with Idaho law.").

[14] *Preliminary Order on Dispositive Motions*, IDWR Docket No. P-DR-2024-001 (June 23, 2025).

[15] The storage water right at issue in this case, 1-2068, does not describe any authorized points of rediversion.

rights in the subject storage facility, Mackay Reservoir, are held by one entity, BLRID. Therefore, the questions of expansion and injury presented in this contested case did not exist in the *Moss Farms* case.

Finally, *Moss Farms* cites *Pioneer* and confirms the key water law principles summarized above.[16] "[An] irrigation district['s] legal interests include receiving the storage water in trust for the landowners to apply the storage water to beneficial use for irrigation purposes." *Moss Farms* at 13. Even though the partial decree for a storage water right may not identify the quantity of water each individual spaceholder is entitled to receive, the spaceholders "act on behalf of the landowners in trust to administer the storage water according to the amounts identified in the contracts between [Reclamation] and the [spaceholder] on behalf of the individual landowners applying the storage water to beneficial use." *Id.* at 14. Therefore, *Moss Farms* supports the holding in this order, that the place of use for Pocatello's portion of water right 1-2068 is limited to Pocatello's municipal service area

II. Pocatello's delivery of its storage water to AFRD#2 for mitigation purposes constitutes a change in nature of use for water right 1-2068 and, as such, must be approved pursuant to Idaho Code § 42-222, prior to the change, or accomplished through the Water Supply Bank.

In Idaho, "mitigation" is a recognized beneficial use of water. *See* Idaho Code § 42-223(10) ("No portion of any water right shall be lost or forfeited for nonuse if the nonuse results from the water right being used for mitigation purposes . . . ."). The Department's water right records include more than 200 water rights that list "mitigation" as an authorized beneficial use. Title 42 of the Idaho Code does not set forth a definition for the terms "mitigation" or "mitigation use." Title 42 does, however, establish a definition for the term "mitigation plan." Idaho Code § 42-5201(13) states:

> "Mitigation plan" means a plan to prevent or compensate for material injury to holders of senior water rights caused by the diversion and use of water by the holders of junior priority ground water rights who are participants in the mitigation plan.

Rule 010.15 of the Department's Conjunctive Management Rules (IDAPA 37.03.11) sets forth a similar definition for the term "mitigation plan":

> Mitigation Plan. A document submitted by the holder(s) of a junior-priority ground water right and approved by the Director as provided in Rule 043 that identifies actions and measures to prevent, or compensate holders of senior-priority water rights for, material injury caused by the diversion and use of water by the holders of junior-priority ground water rights within an area having a common ground water supply.

[16] Justice Burdick served on the Idaho Supreme Court when *Pioneer* was decided and concurred with the decision.

Using these definitions as a guide, one can create a logical definition for "mitigation" as a beneficial use of water. Mitigation as a beneficial use would be using water to prevent or compensate for material injury to holders of senior water rights caused by the diversion and use of water by the holders of junior water rights.

Throughout the documents provided by Pocatello in support of its *Motion for Summary Judgment*, the storage water supplied by Pocatello to AFRD#2 in 2022 is referred to as "mitigation water." The storage water was provided to AFRD#2 in conjunction with the *2019 Joint Mitigation Plan* "by which the Cities agreed to mitigate for their diversions of ground water from the Eastern Snake Plain Aquifer." Ex. 6 to *Bricker Decl.*, *Agreement for Direct Delivery in Lieu of Aquifer Enhancement Activities (2022)* at 1. The 6,290.2 acre-feet of storage water delivered to AFRD#2 by Pocatello was intended to prevent or compensate for material injury to holders of senior water rights caused by the diversion and use of water by the holder of junior water rights.

Pocatello's delivery of storage water to AFRD#2 in 2022 constituted a beneficial use of water by Pocatello. Pocatello derived a benefit from the delivery of its storage water to ARFD#2, regardless of how AFRD#2 used the water. This use of water by Pocatello is properly characterized as "mitigation." Pocatello used its storage water to mitigate for its own ground water pumping and the ground water pumping of other cities. The fact that AFRD#2 used the mitigation water for irrigation, after the water was delivered and the mitigation benefit was obtained by Pocatello, is inconsequential. Pocatello's use of the water for mitigation purposes occurred at the time of delivery to the AFRD#2 headgate.

Mitigation is not one of the authorized beneficial uses described in the second amended partial decree for water right 1-2068. Even though the Pocatello Contract with Reclamation contemplates using the storage water held by Pocatello to mitigate for ground water pumping, the beneficial uses "mitigation storage" and "mitigation from storage" were not included on the second amended partial decree for water right 1-2068. Pocatello has not presented any argument that water right 1-2068 authorizes the water stored under the right to be used for mitigation purposes. The only beneficial uses described in the second amended partial decree for water right 1-2068 are irrigation storage, irrigation from storage, power storage, and power from storage.[17] Therefore, any use of Pocatello's storage water for mitigation purposes, whether it is used to mitigate Pocatello's ground water pumping or to mitigate ground water pumping by other cities, constitutes a change in nature of use of water right 1-2068.

Any proposal to use the storage water held by Pocatello for a purpose other than irrigation storage, irrigation from storage, power storage, or power from storage would constitute a change in nature of use and, as such, would require Pocatello to either 1) file an application for transfer pursuant to Idaho Code § 42-222, prior to making the change, or 2) pursue a short-term change through the Water Supply Bank. Pocatello did not pursue a transfer application to use its

[17] In its evaluation of water right 1-2068, the SRBA Court considered arguments that water right 1-2068 should include additional beneficial uses and rejected those arguments. *See Special Mas[t]er Report and Recommendation Amended Nunc Pro Tunc*, In Re SRBA Case No. 39276, Subcase Nos. 01-2068 (USDI/BOR) and 01-2068Y (City of Pocatello) at 8 (Apr. 15, 2013).

storage water for mitigation purposes in 2022. Instead, Pocatello chose to accomplish the change in nature of use through the Water Supply Bank, specifically through the WD1 Rental Pool.

III. The 2023 Rental Pool Procedures were adopted in accordance with applicable statutes and rules and properly regulate storage water transactions in the Upper Snake River Basin.

IWRB has appointed the advisory committee for WD1, commonly referred to as the Committee of Nine, as the local committee appointed to facilitate the rental of stored water in WD1, pursuant to Idaho Code § 42-1765. Therefore, the Committee of Nine has the authority to market stored water between consenting owners and consenting renters pursuant to the rules and regulations adopted by IWRB. Idaho Code § 42-1765.

IWRB has adopted rules to govern the rental and use of water rights through the Water Supply Bank. These rules, commonly referred to as the Water Supply Bank Rules, were last revised in March 2022. *See* IDAPA 37.02.03.

Consistent with Rule 40 of the Water Supply Bank Rules, the Committee of Nine has adopted procedures for the lease and rental of storage water from reservoirs in the Upper Snake River Basin. These procedures are not rules under the Idaho Administrative Procedures Act. *Pocatello v. IWRB* at 10-13. The 2023 Rental Pool Procedures were properly submitted to IWRB prior to April 1, 2023, and were approved by IWRB. Pocatello does not assert that there was any defect in the process used to adopt and approve the 2023 Rental Pool Procedures.

IV. The LTF Provision of the 2023 Rental Pool Procedures is an efficient and effective means of preventing injury to existing water rights.

As described above, *Pioneer* confirms that the authorized place of use for a spaceholder holding equitable title to a portion of water right 1-2068 is inherently limited to the service boundary of the spaceholder. Any proposal to move the storage water to another spaceholder or entity would expand the place of use for that portion of water right 1-2068. Further, any proposal to use the storage water for a purpose other than irrigation or power production, would also expand the beneficial uses described on water right. These expansions may constitute an enlargement in use of water right 1-2068.

Idaho Code § 42-222(1) states: "The transfer of the right to the use of stored water for irrigation purposes shall not constitute an enlargement in use of the original right even though more acres may be irrigated, if no other water rights are injured thereby." Idaho Code § 42-222(1) (emphasis added). If an enlargement of use affects the diversion of water by other water right holders, including holders of junior water rights, this is *per se* injury. *3G AG LLC v. Idaho Dep't of Water Res.*, 509 P.3d 1180, 1193-94 (Idaho 2022).

In an order rejecting Pocatello's facial challenge to the constitutionality of the LTF Provision, Judge Eric Wildman of Idaho's Fifth Judicial District Court provided a good summary of the interplay between enlargement and injury in the context of storage water rights:

> While a water user has a constitutional right to have his water right administered in priority, that right extends only so far as the water right is being used within the parameters of its defined elements. A water user has no right to have his water right administered to points of diversion, places of use, periods of use, or purposes of use that differ from those authorized under his right. However, there are certain instances where the law may provide a water user the privilege of doing just that, assuming certain conditions are met.
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> The Water Supply Bank, and the [WD1] Rental Pool which operates under the umbrella of the Water Supply Bank, are examples of where the law provides such a privilege. They provide avenues to a water right holder to use water in a manner that is not otherwise authorized under his water right. However, such avenues may only be lawfully pursued under the prior appropriation doctrine if there is no injury to other water rights.
>
> . . .
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> Water right use is also governed by a duty of water and a prohibition against waste. Water cannot be diverted which exceeds the quantity that can be put to beneficial use, irrespective of the decreed quantity. Any unused or excess water must be left in the system for use by other water right holders. The use of this water for other than its authorized purpose results in an enlargement of the water right and injury to other water rights. The Water Supply Bank and the Rental Pool Procedures provide an exception to these general principles provided no other rights are injured.
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> Unique to a storage right is the right to carry over unused [storage] water for use in the following season albeit consistent with its authorized purpose. Junior spaceholders need not wait to fill in priority to have the space occupied by the carried over water. It follows that the use of excess or unused water for anything but carryover results in an enlargement of the storage right and in injury to junior spaceholder rights - if that water is permitted to be refilled in priority.

Pocatello v. IWRB at 14, 16 (citations omitted and emphasis added).

The critical question in this contested case is not whether Pocatello's delivery of storage water to AFRD#2 constituted an expansion of the right. As described above, the delivery to AFRD#2 was an expansion of both place of use and nature of use. The critical question in this case is whether the expanded use under Pocatello's delivery of storage water to AFRD#2 would injure other water right holders, including other spaceholders in the Upper Snake River Basin reservoir system.

It may be helpful to provide an example of how a storage right holder using its storage water outside of the authorized use described on the storage water right can injure other storage

right holders. Assume, for example, that there are two water rights for irrigation storage in Sunshine Reservoir. Company A holds the senior irrigation storage water right in the reservoir for 100 acre-feet. Company B holds the junior irrigation storage water right in the reservoir for 500 acre-feet. If Company A diverts 100 acre-feet to supply water to its own patrons for irrigation use, the use of the water has not been expanded, and Company B cannot be injured. During the reservoir fill season, Company A's 100 acre-feet of reservoir space would be filled before Company B could store any water. If, on the other hand, Company A were to rent 100 acre-feet of storage water to Company C, then Company B could be injured. The water diverted by Company C, even if it were used for irrigation, was for use beyond the scope of the original water rights. As a result, Sunshine Reservoir now has empty space (100 acre-feet) that wouldn't have existed but for the rental to Company C. In other words, if Company A had not provided storage water to Company C, then the 100 acre-feet of storage water would still be in the reservoir and Company B's storage water rights would have started accruing water earlier in the storage season. If, in the reservoir fill season following the rental, Company B's space in Sunshine Reservoir does not fill, the rental of storage from Company A to Company C would diminish (injure) the storage rights held by Company B.

The same scenario exists in the large reservoirs in the Upper Snake River Basin. If a spaceholder in Palisades Reservoir were allowed to use its storage water beyond the limits of its equitable portion of water right 1-2068, the expanded use could injure the spaceholders of the junior water rights in Palisades Reservoir because it creates a larger volume to fill before the junior storage right holders can begin to accrue water to their storage space.[18]

Consistent with Rule 40.01.h of the Water Supply Bank Rules (IDAPA 37.02.03), the 2023 Rental Pool Procedures set forth provisions intended to prevent injury to other water rights, including injury to other storage water rights. One of the primary methods employed to prevent injury to other storage water rights is the LTF Provision. The LTF Provision ensures that the junior storage space is filled prior to the space evacuated through private leases, thereby preventing any impact to the junior spaceholders.

The LTF Provision provides an efficient and effective means of limiting the impacts of private leases on other spaceholders in the Upper Snake River Basin reservoirs. A spaceholder who wants to supply storage water to another entity through the WD1 Rental Pool can evaluate the risk of having the evacuated space designated as last-to-fill against the benefits derived from the proposed rental. If, in the subsequent water year, the reservoir system fills completely or excess water is spilled past Milner Dam, then the last-to-fill designation has no effect, and the spaceholder enjoys all the financial benefits of the rental without any cost. In contrast, if the reservoir system does not fill, then the spaceholder incurs the consequence of the expanded use and the rest of the spaceholders in the reservoir system are protected from impact caused by the rental. Therefore, the LTF Provision properly places the risk of not filling the reservoir system on the spaceholder proposing to expand the use of its storage water.

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[18] The injury to junior spaceholders may not occur in the year following the private lease. Some spaceholders may hold enough storage water to guarantee a full supply, even if the reservoir system fails to fill in any given year. In such a case, the injury may not manifest itself until the second consecutive year the reservoir system fails to fill.

V. WD1's application of the LTF Provision to only part of the storage space evacuated by Pocatello's delivery of storage water to AFRD#2 in 2022 did not sufficiently prevent injury to other water rights.

In the 2023 Final Storage Report, WD1 applied the LTF Provision to only 2,396 acre-feet of the 6,290.2 acre-feet evacuated by Pocatello for the delivery of storage water to AFRD#2 for mitigation purposes. It is unclear why WD1 did not apply the LTF Provision to the entire 6,290.2 acre-feet of evacuated storage space. Perhaps WD1 did not apply the LTF Provision to the storage space Pocatello used to mitigate for its own ground water pumping. *Pocatello v. IWRB* at 18 (record included evidence that Pocatello's storage space was not subject to the LTF Provision if the storage was evacuated to mitigate for Pocatello's own municipal water uses); *see also* Ex. 5 to *Bricker Decl.*, Excerpts from *2022 Final Storage Report* (distinguishing between water supplied by Pocatello to AFRD #2 to mitigate for Pocatello's ground water pumping and water supplied to AFRD#2 to mitigate for ground water pumping by other cities). This variance for Pocatello is inconsistent with the elements of water right 1-2068, as constrained by the *Pioneer* decision, and the provisions of the 2023 Rental Pool Procedures.

Pocatello's delivery of storage water to AFRD#2 constituted a change in place of use and a change in nature of use for the entire volume of storage water delivered to AFRD#2. Therefore, WD1 should have applied the LTF Provision to the entire 6,290.2 acre-feet delivered by Pocatello to AFRD #2. Because WD1 did not apply the LTF Provision to the full volume of storage water delivered by Pocatello to AFRD#2, Pocatello received a greater allocation of storage water in 2023 than it should have received under the 2023 Rental Pool Procedures. Even though Pocatello asks the hearing officer to "order [WD1] to issue a revised 2023 Final Storage Report," *Motion for Summary Judgment* at 3, the Spaceholders did not request any revision to the storage report. *Response* at 16 ("there is no possible way for [WD1] to go back and 're-write' the 2023 Final Storage Report . . . ."). Therefore, the hearing officer need not address whether the storage report should be revised to correct the excess allocation to Pocatello.

CONCLUSIONS OF LAW

There are no genuine disputes with respect to the facts relied on by the hearing officer and set forth above.[19] To the extent any of the facts relied on by the hearing officer are disputed, they have been construed in favor of Pocatello for purposes of this order. Pocatello's *Motion for Summary Judgment* is based on facts that Pocatello asserts are "undisputed material facts." *Pocatello Memo* at 3-8. A hearing is not required in this case because summary judgment, which is entered against Pocatello, is based on the undisputed facts presented by Pocatello.

Pocatello holds equitable title to a portion of storage water right 1-2068. Pocatello's delivery of 6,290.2 acre-feet of its storage water to AFRD#2 in 2022 resulted in a change in place of use and nature of use for Pocatello's portion of water right 1-2068. A change in place of

[19] The Spaceholders assert that several of the "Undisputed Material Facts" set forth in the *Pocatello Memo* are disputed. *Response* at 3-6. According to the Spaceholders, many of the facts presented by Pocatello are conclusory and vague. *Id.* Several of the facts disputed by the Spaceholders are not essential for this order and were not relied on by the hearing officer.

use or nature of use can only be accomplished under the provisions of Idaho Code § 42-222 or through the Water Supply Bank. Pocatello chose to use the Water Supply Bank, specifically the WD1 Rental Pool, to facilitate the delivery of storage water to AFRD#2. WD1's application of the LTF Provision to the storage water delivered by Pocatello to AFRD#2 was a reasonable and effective means of preventing injury to other spaceholders in the Upper Snake River Basin reservoir system. Based on the undisputed facts presented by Pocatello and relevant statutes, rules, procedures, and case law, the Spaceholders are entitled to judgment as a matter of law.

ORDER

IT IS HEREBY ORDERED that Pocatello's *Motion for Summary Judgment* is DENIED. Based on the undisputed material facts presented by Pocatello, the Spaceholders are entitled to judgment as a matter of law. Therefore, Pocatello's *Hearing Request* related to the *2023 Final Storage Report* is DISMISSED. The allocation of storage water to Pocatello by WD1, as set forth in the *2023 Final Storage Report*, is UPHELD.

Dated this 3rd day of September, 2025.

James Cefalo
Hearing Officer

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of September 2025, true and correct copies of the documents described below were served by the method indicated upon the following:

Document Served: Preliminary Order Denying MSJ and Upholding Department Action

CITY OF POCATELLO SARAH A KLAHN MAXIMILIAN C BRICKER SOMACH SIMMONS & DUNN, P.C. sklahn@somachlaw.com mbricker@somachlaw.com	☒ Email
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Christina Henman
Administrative Assistant

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was **not** held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

> Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:
>
> (a) The petition for reconsideration is disposed of; or
> (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

i. A hearing was held,
ii. The final agency action was taken,
iii. The party seeking review of the order resides, or
iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

RAÚL R. LABRADOR
ATTORNEY GENERAL

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Attorneys for Respondents

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

CITY OF POCATELLO, Petitioner, vs. IDAHO DEPARTMENT OF WATER RESOURCES, and MATHEW WEAVER in his capacity as the Director of the Idaho Department of Water Resources, Respondents.	Case No. CV01-25-19039 **NOTICE OF LODGING THE AGENCY RECORD WITH THE AGENCY**
IN THE MATTER OF THE ALLOCATION OF STORED WATER TO THE CITY OF POCATELLO BY WATER DISTRICT 01	

TO: THE DISTRICT COURT AND THE PARTIES OF RECORD

In accordance with I.R.C.P. 84(j), YOU ARE HEREBY NOTIFIED that the agency record, having been prepared pursuant to I.R.C.P. 84(f), is lodged with the Idaho

Department of Water Resources for the purpose of settlement. There is no transcript in this matter because no hearing was held.

A copy of the agency record filed with the Department has been uploaded to the Department's website. The parties may visit https://idwr.idaho.gov/legal-actions/district-court-actions/pocatello-v-idwr-19039/ and follow their browser's document download procedure to obtain a copy of the agency record after expanding the accordion labeled "Agency Record" and clicking on the PDF titled "Agency Record on Appeal."

The parties have fourteen (14) days from the date of this notice to file any objections to the record. The agency's decision on any objection timely filed along with all evidence, exhibits, and written presentations on the objection shall be determined by the agency within fourteen (14) days and included in the record. If no objections are filed within that time, the record shall be deemed settled. Subsequently, the agency will lodge the settled record with the District Court pursuant to I.R.C.P. 84(k) and the Court's October 20, 2025 *Procedural Order*.

DATED this 30th day of October 2025.

STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL



GARRICK L. BAXTER
Deputy Attorney General

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of October 2025, I caused to be served a true and correct copy of the foregoing *Notice of Lodging the Agency Record With the Agency*, via iCourt E-File and Serve, upon the following:

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