

Tschohl, Sarah

From: Tschohl, Sarah
Sent: Monday, November 14, 2022 4:17 PM
To: jks@idahowaters.com; Travis Thompson; nls@idahowaters.com; jf@idahowaters.com; wkf@pmt.org; randy@racineolson.com; TJ Budge; kathleenmarion.carr@sol.doi.gov; david.gehlert@usdoj.gov; mhoward@usbr.gov; Sarah A Klahn; Diane Thompson; Diehl, Rich; Chris Bromley; Candice McHugh; Rob Williams (rewilliams@wmlattys.com); Robert L Harris; rfife@idahofallsidaho.gov; Olenichak, Tony; Skinner, Corey; 'William Parsons'
Cc: Baxter, Garrick; Spackman, Gary; Jenkins, Megan; Cecchini-Beaver, Mark; Weaver, Mathew
Subject: Disclosure by the Director | No. CM-MP-2016-001
Attachments: 2015 Settlement Agreement.pdf; 20221103 Email to the Director.pdf

Hello,

During the November 10, 2022 Prehearing Conference, Director Spackman referenced an email and document he received from a ground water user and stated that he would disclose them to the parties. Please see the attached copies of the email received by the Director and the document attached to that email.

Thank you,



Sarah Tschohl | Paralegal

Water Resources Section | Natural Resources Division

Office of the Attorney General | State of Idaho

O: 208-287-4815 | W: ag.idaho.gov

NOTICE: This message, including any attachments, is intended only for the individual(s) or entity(ies) named above and may contain information that is confidential, privileged, attorney work product, or otherwise exempt from disclosure under applicable law. If you are not the intended recipient, please reply to the sender that you have received this transmission in error, and then please delete this email.

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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.²

IN SETTLEMENT OF LITIGATION INVOLVING THE DISTRIBUTION OF WATER TO THE MEMBERS OF THE SURFACE WATER COALITION, THE PARTIES AGREE AS FOLLOWS:

1. Objectives.

- a. Mitigate for material injury to senior surface water rights that rely upon natural flow in the Near Blackfoot to Milner reaches to provide part of the water supply for the senior surface water rights.
- b. Provide “safe harbor” from curtailment to members of ground water districts and irrigation districts that divert ground water from the Eastern Snake Plain Aquifer (ESPA) for the term of the Settlement Agreement and other ground water users that agree to the terms of this Settlement Agreement.
- c. Minimize economic impact on individual water users and the state economy arising from water supply shortages.
- d. Increase reliability and enforcement of water use, measurement, and reporting across the Eastern Snake Plain.
- e. Increase compliance with all elements and conditions of all water rights and increase enforcement when there is not compliance.
- f. Develop an adaptive groundwater management plan to stabilize and enhance ESPA levels to meet existing water right needs.

¹ The Surface Water Coalition members (“SWC”) are A&B Irrigation District (A&B), American Falls Reservoir District No. 2 (AFRD2), Burley Irrigation District (BID), Milner Irrigation District (Milner), Minidoka Irrigation District (MID), North Side Canal Company (NSCC), and Twin Falls Canal Company (TFCC). The acronym “SWC” in the Settlement Agreement is used for convenience to refer to all members of the Surface Water Coalition who are the actual parties to this Settlement Agreement.

² The Idaho Ground Water Appropriators, Inc. (“IGWA”) are 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, Southwest Irrigation District, and Fremont-Madison Irrigation District, Anheuser-Busch, United Water, Glambia Cheese, City of Blackfoot, City of American Falls, City of Jerome, City of Rupert, City of Heyburn, City of Paul, City of Chubbuck, and City of Hazelton. The acronym “IGWA” in the Settlement Agreement is used for convenience to refer to all members of the Idaho Ground Water Appropriators, Inc. who are the actual parties to this Settlement Agreement.

2. Near Term Practices.

- a. For 2015 IGWA on behalf of its member districts will acquire a minimum of 110,000 ac-ft for assignment as described below:
 - i. 75,000 ac-ft of private leased storage water shall be delivered to SWC;
 - ii. 15,000 ac-ft of additional private leased storage water shall be delivered to SWC within 21 days following the date of allocation;
 - iii. 20,000 ac-ft of common pool water shall be obtained by IGWA through a TFCC application to the common pool and delivered to SWC within 21 days following the date of allocation; and
 - iv. Secure as much additional water as possible to be dedicated to on-going conversion projects at a cost not to exceed \$1.1 million, the cost of which will be paid for by IGWA and/or the converting members.
- b. The parties stipulate the director rescind the April 16 As-Applied Order and stay the April 16 3rd Amended Methodology Order, and preserve all pending rights and proceedings.
- c. "Part a" above shall satisfy all 2015 "in-season" mitigation obligations to the SWC.
- d. This Settlement Agreement is conditional upon approval and submission by the respective boards of the Idaho Ground Water Appropriators, Inc. ("IGWA") and the Surface Water Coalition ("SWC") to the Director by August 1.
- e. If the Settlement Agreement is not approved and submitted by August 1 the methodology order shall be reinstated and implemented for the remainder of the irrigation season.
- f. Parties will work to identify and pass legislative changes needed to support the objectives of this Settlement Agreement, including, development of legislation memorializing conditions of the ESPA, obligations of the parties, and ground water level goal and benchmarks identified herein.

3. Long Term Practices, Commencing 2016.

- a. *Consumptive Use Volume Reduction.*
 - i. Total ground water diversion shall be reduced by 240,000 ac-ft annually.
 - ii. Each Ground Water and Irrigation District with members pumping from the ESPA shall be responsible for reducing their proportionate share of the total annual ground water reduction or in conducting an equivalent private recharge activity. Private recharge activities cannot rely on the Water District 01 common Rental Pool or credits acquired from third parties, unless otherwise agreed to by the parties.
- b. *Annual storage water delivery.*
 - i. IGWA will provide 50,000 ac-ft of storage water through private lease(s) of water from the Upper Snake Reservoir system, delivered to SWC 21 days after the date of allocation, for use to the extent needed to meet irrigation

requirements. Any excess storage water will be used for targeted conversions and recharge as determined by SWC and IGWA.

ii. IGWA shall use its best efforts to continue existing conversions in Water Districts 130 and 140.

c. *Irrigation season reduction.*

Ground water users will not irrigate sooner than April 1 or later than October 31.

d. *Mandatory Measurement Requirement.*

Installation of approved closed conduit flow meter on all remaining unmeasured and power consumption coefficient (PCC) measured ground water diversions will be completed by the beginning of the 2018 irrigation season. Measurement device installation will be phased in over three years, by ground water district, in a sequence determined by the parties. If an adequate measurement device is not installed by the beginning of the 2016 irrigation season, a cropping pattern methodology will be utilized until such measuring device is installed.

e. *Ground Water Level Goal and Benchmarks.*

i. Stabilize and ultimately reverse the trend of declining ground water levels and return ground water levels to a level equal to the average of the aquifer levels from 1991-2001. Utilize groundwater levels in mutually agreed upon wells with mutually agreed to calculation techniques to measure ground water levels. A preliminary list of 19 wells has been agreed to by the parties, recognizing that the list may be modified based on additional technical information.

ii. The following benchmarks shall be established:

- o Stabilization of ground water levels at identified wells by April 2020, to 2015 ground water levels;
- o Increase in ground water levels by April 2023 to a point half way between 2015 ground water levels and the ground water level goal; and
- o Increase of ground water levels at identified wells by April 2026 to the ground water level goal.

iii. Develop a reliable method to measure reach gain trends in the Blackfoot to Milner reach within 10 years.

iv. When the ground water level goal is achieved for a five year rolling average, ground water diversion reductions may be reduced or removed, so long as the ground water level goal is sustained.

v. If any of the benchmarks, or the ground water level goal, is not achieved, adaptive measures will be identified and implemented per section 4 below.

f. *Recharge.*

Parties will support State sponsored managed recharge program of 250 KAF annual-average across the ESPA, consistent with the ESPA CAMP and the direction in HB

State has
a list of
approved devices

547. IGWA's contributions to the State sponsored recharge program will be targeted for infrastructure and operations above American Falls.

g. *NRCS Programs.*

Parties will support NRCS funded permanent water conservation programs.

h. *Conversions.*

IGWA will undertake additional targeted ground water to surface water conversions and/or fallow land projects above American Falls (target near Blackfoot area as preferred sites).

i. *Trust Water Rights.*

The parties will participate and support the State in initiating and conducting discussions regarding long-term disposition of trust water rights and whether trust water rights should be renewed or cancelled, or if certain uses of trust water rights should be renewed or cancelled.

j. *Transfer Processes.*

Parties agree to meet with the State and water users to discuss changes in transfer processes within or into the ESPA.

k. *Moratorium Designations.*

State will review and continue the present moratoriums on new applications within the ESPA, including the non-trust water area.

l. *IDWR Processes.*

Develop guidelines for water right applications, transfers and water supply bank transactions for consideration by the IDWR.

m. *Steering Committee.*

- i. The parties will establish a steering committee comprised of a representative of each signatory party and the State.
- ii. Steering committee will be formed on or before September 10, 2015 and will meet at least once annually.
- iii. The Steering Committee will develop an adaptive management plan for responding to changes in aquifer levels and reach gain trends, review progress on implementation and achieving benchmarks and the ground water goal.
- iv. A technical work group ("TWG") will be created to support the Steering Committee. The TWG will provide technical analysis to the Steering Committee, such as developing a better way to predict and measure reach gains and ground water levels, to assist with the on-going implementation and adaptive management of the Settlement Agreement.

4. **Adaptive Water Management Measures.**

- a. If any of the benchmarks or the ground water level goal is not met, additional recharge, consumptive use reductions, or other measures as recommended by the

All water is
the same

Steering Committee shall be implemented by the participating ground water parties to meet the benchmarks or ground water level goal.

- b) The SWC, IGWA and State recognize that even with full storage supplies, present (2015) reach gain levels in the Near Blackfoot to Milner reach (natural flows) are not sufficient to provide adequate and sustainable water supplies to the SWC.

5. Safe Harbor.

No ground water user participating in this Settlement Agreement will be subject to a delivery call by the SWC members as long as the provisions of the Settlement Agreement are being implemented.

6. Non-participants.

Any ground water user not participating in this Settlement Agreement or otherwise have another approved mitigation plan will be subject to administration.

7. Term.

This is a perpetual agreement.

8. Binding Effect.

This Agreement shall bind and inure to the benefit of the respective successors of the parties.

9. Entire Agreement.

This Agreement sets forth all understandings between the parties with respect to SWC delivery call. There are no other understandings, covenants, promises, agreements, conditions, either oral or written between the parties other than those contained herein. The parties expressly reserve all rights not settled by this Agreement.

10. Effect of Headings.

Headings appearing in this Agreement are inserted for convenience and reference and shall not be construed as interpretations of the text.

11. Effective Date.

This Agreement shall be binding and effective when the following events have occurred:

- a. This Agreement is approved and executed by the participating parties consistent with paragraph 2.e. above; and
- b. IGWA has assigned all of the storage water required by paragraph 2.a.i. , ii., and iii. to the SWC by July 8, 2015.

The parties have executed this Agreement on the date following their respective signatures.

RACINE OLSON NYE BUDGE AND BAILEY, CHARTERED

Randall C. Budge 7/1/2015
Randall C. Budge Date

Attorney for Idaho Ground Water Appropriators, Inc.

IDAHO GROUND WATER APPROPRIATORS, INC.

 7/1/2015

Date

Tim Deeg

President

QUESTIONS AND ANSWERS

TO: IGWA Members
FROM: Randy Budge, T.J. Budge
DATE: July 2, 2015
RE: SWC - IGWA SETTLEMENT AGREEMENT dated June 30, 2015

1. How was the 240,000 acre-feet of reduction in groundwater diversions arrived at?

Answer: The total volume of water stored in the ESPA has declined by an average of approximately 220,000 acre-feet annually over the last 60 years. The 240,000 acre-feet is a negotiated reduction.

2. What is the purpose of the 240,000 acre-feet reduction in groundwater diversion plus the 250,000 acre-feet of state-Sponsored recharge?

Answer: Stabilize the declining aquifer, then trend groundwater levels upward until the established goal is reached (discussed below).

3. Why is it necessary to raise groundwater levels?

Answer: Several reasons: (1) to increase the water supplies of senior surface water right holders and avoid future delivery calls; (2) improve reach gains to the Snake River; (3) sustain the Murphy gage minimum flows; and (4) decrease pumping lifts and re-drilling costs.

4. How will the 240,000 acre-foot reduction in groundwater withdrawals be allocated between the districts?

Answer: Each of the twelve (12) ground water and irrigation districts that divert water from the ESPA will be allocated their proportionate share of the total annual ground water reduction based on the number of cfs and/or irrigated acres within each district.

5. If one or more districts choose not to participate in the settlement, will the participating districts have to further reduce diversions in order to reach the cumulative 240,000 acre-foot reduction in groundwater use?

Answer: No, each district will only be responsible for its share of the 240,000 acre-feet. However, if the ground water level goal or benchmarks identified in the settlement agreement are not met further diversion reductions may be necessary to meet the goal.

6. What is the approximate percentage reduction in groundwater diversions needed to achieve an overall 240,000 acre-foot reduction?

Answer: Approximately 10.9% to each district, subject to refinement as the exact amount of groundwater diverted in each district is determined.

7. How will the diversion reduction be applied across the ESPA?

Answer: Each district will be required to reduce diversion by 10.9%. The following table shows the current crop irrigation requirements (CIR) for each district, compared to the CIR with a 10.9 % reduction. These figures may change as the amount of groundwater diverted by each district is refined.

District	Current	10.9% Reduction
A&B Irrig. Dist.	2.6	2.32
Aberdeen-American Falls GWD	2.1	1.87
Bingham GWD	2.3	2.05
Bonneville-Jefferson GWD	1.9	1.69
Carey Valley GWD	2.2	1.96
Fremont-Madison Irrig. Dist.	1.7	1.51
Jefferson-Clark GWD	1.9	1.69
Madison GWD	1.7	1.51
Magic Valley GWD	2.6	2.32
North Snake GWD	2.4	2.14
Raft River GWD	1.8	1.60
Southwest Irrig. Dist.	2.4	2.14

8. Is each district required to dry up 10.9% of its irrigated acreage?

Answer: No. Each district will decide how to accomplish its 10.9% reduction. Options may include diversion caps, fallowing land, end-gun removals, conversions to surface water, changing crop rotation patterns to less consumptive crops, and enrolling land in CREP.

9. What is the ground water level goal?

Answer: An average of the 1991 to 2001 ground water levels at 19 identified wells.

10. What is the benchmark for stabilizing ground water levels?

Answer: By April 2020 stabilize ground water levels at identified wells to 2015 ground water levels.

11. What are the benchmarks for increasing groundwater levels?

Answer: By 2023 increase ground water levels at identified wells to a point half way between 2015 ground water levels and the ground water level goal; and, by April 2026 increase ground water levels at identified wells to the ground water level goal.

12. Will the 240,000 acre-foot reduction of groundwater diversion plus 250,000 acre-feet of state-sponsored recharge be sufficient to stabilize and then return ground water levels to an average of the 1991 to 2001 levels?

Answer: Model runs indicate it will, though precipitation plays a significant role in how long it will take.

13. How long will it take to restore the aquifer to meet the goals?

Answer: Under average precipitation, the aquifer is projected to stabilize in about 5 years and reach the recovery goal in about 10 years. Persistent drought will cause it to take longer, whereas a wet cycle will expedite the recovery.

14. If ground water level goal is achieved, can the reduction in groundwater diversions be reduced or eliminated?

Answer: Yes. Success is measured when a rolling average of 5 years of groundwater levels at identified wells equals or exceeds the established goal. When these levels are achieved and sustained, groundwater diversion reductions may be reduced or eliminated so long as the groundwater level goal is maintained.

15. What happens if the groundwater level goal is not achieved?

Answer: Adaptive measures will be identified and implemented. A steering committee comprised of the parties and the State will identify appropriate adaptive measures.

16. What is the “safe harbor” provided to participating groundwater users in a participating district?

Answer: No participating groundwater user within a district that is party to the settlement will be subject to a delivery call by the SWC.

17. How long is the agreement for?

Answer: It is perpetual.

18. Will groundwater users who have already implemented efficiencies such as participating in end gun removals, CREP and conversions for example, still be required to reduce more?

Answer: Not necessarily. It will depend on the methods implemented by each district to achieve their diversion reduction. Highly efficient water users may already be near or under a diversion cap.

19. Who makes the decision whether to participate in the settlement?

Answer: The board of directors of each district will decide whether their district participates. The districts plan to hold member meetings to provide guidance.

20. When must each district decide whether to participate in the settlement?

Answer: By August 1, 2015.

21. Will a district that does not participate in the settlement by August 1, 2015, be able to change its mind and participate at a later date?

Answer: Unknown at this time. All parties to the agreement would have to decide whether to allow others to participate later and upon what terms.

22. What happens to a participating district that opts out of the settlement or fails to perform?

Answer: The settlement agreement does not provide for an option to opt out. If a district fails to perform, the members water rights will be subject to administration by IDWR. District members will then be required to comply with mitigation and curtailment orders imposed by the Director under the SWC delivery call. Members of districts who do not perform may be subject to curtailment during times when SWC water rights are short.

23. If a district board decides to participate in the settlement, can individual groundwater users opt out?

Answer: No, unless the district board allows them to withdraw from the district.

24. If a district board allows a member to withdraw from the district, will the remaining district members have to make up the senior's share?

Answer: Yes.

25. If a district chooses not to participate in the settlement, may a member choose to participate by reducing their groundwater diversion by 10.9%?

Answer: The settlement agreement does not address this, but the member may be able to petition to join another participating district for mitigation purposes to participate in the SWC settlement and gain safe harbor from curtailment.

26. What happens if a water user fails to keep its diversions under a diversion cap?

Answer: The district would need to enforce the cap or be in breach of the agreement. If the agreement is breached the safe harbor protections would end and all of the district's member's water rights would be subject to administration and curtailment.

27. Can a district obligate senior groundwater rights to participate in the settlement?

Answer: Districts have authority under Idaho Code 42-5224 to enter into the settlement agreement on behalf of their members. A district member could challenge the Board's action. The outcome of such challenge is unknown.

It is important that groundwater users understand that the settlement agreement presents a unique opportunity to solve the declining aquifer problem. The alternative is leaving the problem to the devices of IDWR and judges. The demand reduction plus recharge plan is a holistic approach that aims to keep everyone in business and operating every year, rather than being subject to curtailment during periods of drought.

If the settlement agreement fails, groundwater users will be required to live with curtailment orders issued by the IDWR and judges, which require drying up land. The settlement agreement is the only way for groundwater users to avoid curtailment by reducing diversions instead of drying up land.

Since all groundwater rights could be at risk of curtailment under the SWC delivery call, most groundwater users have multiple water rights with different priority dates, and the settlement provides an opportunity to keep land in production by reduced diversions, IGWA believes it is the most cost-effective and fair approach to solving the problem.

28. How will the priority of water rights between groundwater users be recognized by those districts who participate in the settlement?

Answer: Districts could decide to allocate the reduction unequally so that older rights have a smaller diversion cap and later rights have a larger diversion cap. However, this would likely be more difficult and expensive to administer than other alternatives because of stacked rights. It would also be difficult for individual farmers to implement.

29. How will enforcement of the diversion reductions be accomplished against participating groundwater districts?

Answer: Groundwater diversions have been measured and reported to IDWR for many years. This database will be used to determine whether farmers stay within their diversion cap. In addition, satellite sensors will be used by IDWR to measure ET losses from irrigated fields to confirm a reduction in consumptive use.

30. Who will do the enforcement of the groundwater diversion reductions against the districts and their members?

Answer: Each district is ultimately responsible to ensure its members comply with the diversion cap for the district. IDWR may help districts facilitate enforcement.

31. Can the diversion reductions be accomplished by averaging diversions or a period of years to accommodate crop rotation practices?

Answer: Perhaps, but this technical detail will need to be worked out.

32. Does the Director's new 2015 Methodology Order increase mitigation obligations to the SWC?

Answer: Yes. Changes made to the 2015 Methodology Order, along with declining aquifer levels, cause much larger mitigation obligations than existed previously and also increase the frequency of years in which mitigation obligations will exist.

33. Will groundwater diverters outside of the Rule 50 aquifer boundary, such as in the Big Loss, Big Wood and Portneuf basins, be required to participate in the settlement?

Answer: Not at this time because they are legally outside of the ESPA. This is expected to change in the future so that all ground water users that impact aquifer levels are required to participate in the solutions necessary to protect the aquifer.

34. How will the starting groundwater level be determined and how will stabilization and increase in groundwater levels be determined?

Answer: Technical experts representing the parties have identified 19 wells to establish the current ground water level and to monitor changes in the groundwater level and determine if the benchmarks and goal are being achieved.

35. What happens if the State does not meet its commitment to recharge an average of 250,000 acre-feet annually?

Answer: The State's recharge obligation is separate from the groundwater users under the settlement. The districts obligations to perform continue regardless of whether the State achieves its recharge objective.

36. Can a district still participate in the settlement and have safe harbor if another district does not?

Answer: Yes. Participating districts will enjoy safe harbor while members of non-participating districts will risk curtailment.

37. Will commercial, industrial, municipal, or stock water rights in participating districts also be required to reduce their diversions?

Answer: Yes. However, the means by which they accomplish reductions in their diversions have yet to be determined.

38. Summarize how approving and performing the settlement will solve problems and help eliminate curtailment risks to ground water users?

Answer: The settlement agreement will help solve ongoing risks of curtailment in three key areas: (1) by permanently solving all mitigation obligations to the SWC and providing safe harbor from curtailment; (2) by increasing spring discharges in the Hagerman Valley which will reduce or eliminate over time for mitigation obligations there; and (3) by increasing base river flows in the summer to help avoid need for curtailment to sustain the Murphy gage minimum flows.

Stabilizing then restoring the aquifer will cause chronic pain for a number of years until the groundwater level goal is met. In return, ground water users will receive certainty by removing the risk of curtailment for the future and preserving the right to reduce or eliminate diversion reductions once the ground water level goal is achieved.

It will not be business as usual, but a way to stay in business!



Idaho Statutes

TITLE 42

IRRIGATION AND DRAINAGE -- WATER RIGHTS AND RECLAMATION

CHAPTER 52

GROUND WATER DISTRICTS

42-5251. PETITION FOR EXCLUSION OF LANDS -- GROUND WATER IRRIGATED LANDS -- LANDS OF NONIRRIGATOR -- LANDS MAY REMAIN IN THE DISTRICT FOR MITIGATION PURPOSES. (1) Any district member who is an irrigator may file with the district board a petition requesting that the member's irrigated lands be excluded from the district. The petition may request that the lands either be excluded for all purposes or be excluded for all purposes except mitigation. The petition shall be signed by each petitioner, and shall state that continued inclusion of the irrigated lands in the district is inappropriate or unwarranted:

(a) Because the diversions of ground water under the ground water irrigator's water right have no depletive effect on any water source, either individually or cumulatively when considered in conjunction with other similar diversions;

(b) Because the only ground water use associated with the lands sought to be excluded by the petition is a domestic or stock water use as defined by sections 42-111 and 42-1401A, Idaho Code;

(c) Because the exclusion of the lands will not impair the district's ability to repay debt or carry out mitigation plans;

(d) Because the exclusion is in the best interests of the district and its members; or

(e) For other compelling reasons.

The board shall consider the petition and, based on findings concerning such factors, the board shall grant or deny the petition within ninety (90) days of the date it is filed, unless the board, in its sole discretion, grants a hearing on the petition within such time period, in which case the board shall issue a final decision within sixty (60) days after the conclusion of the hearing.

(2) Any district member who is a nonirrigator, may file with the district board a petition requesting that the member's lands be excluded from the district. The petition may request that the lands either be excluded for all purposes or be excluded for all purposes except mitigation. The petition shall be signed by each petitioner, but need not be acknowledged. The board shall consider the petition and grant or deny the petition within ninety (90) days of the date it is filed, unless the board, in its sole discretion, grants a hearing on the petition within such time period, in which case the board shall issue a final decision within sixty (60) days after the conclusion of the hearing.

(3) All costs incurred by the district in carrying out an exclusion proceeding shall be assessed as provided in section 42-5253, Idaho Code. A person purchasing land under a written contract shall be deemed to be the owner of that land for purposes of this section.



Idaho Statutes

TITLE 42 IRRIGATION AND DRAINAGE -- WATER RIGHTS AND RECLAMATION

CHAPTER 52 GROUND WATER DISTRICTS

42-5252. CONTENTS OF PETITION -- REPRESENTATIONS, CERTIFICATION AND LIABILITY -- WAIVER OF BENEFITS UPON EXCLUSION. (1) A petition for exclusion shall set forth or include the following:

(a) A description of the land and/or facilities of petitioner for which exclusion is requested, together with such evidence of ownership of the land and/or facilities as is satisfactory to the district board;

(b) A representation that no mortgagee or other person holds a lien of record in the county where the land for which exclusion is requested is located, for which the lienholder's consent to the exclusion is required or that, if such consent is required, the consent has been granted by the lienholder;

(c) If the member seeks exclusion for all purposes, an explicit written waiver and relinquishment, on a form provided by the board or otherwise, of all right to rely upon or be covered by any program, plan, activity or benefits of any kind provided by or through the district;

(d) If the member seeks to be excluded from the district for all purposes except mitigation, an explicit written waiver and relinquishment stating that the member recognizes and agrees that:

(i) The member no longer will be entitled to vote or participate in the governance of the district, to nominate directors, or to serve as a director of the district except as specified in this chapter;

(ii) The member will remain subject to all assessments pertaining to the district's mitigation program(s) or plans;

(iii) The member will be entitled to receive no benefits of any kind from the district except those pertaining to mitigation purposes.

(e) Regardless of whether the exclusion will be for all purposes or for all except mitigation purposes, an explicit written statement, on a form provided by the board or otherwise, that the member recognizes and agrees that he will remain liable to the district, and subject to assessment, for any financial indebtedness the member may have to the district for indebtedness incurred before exclusion occurs.

(2) The district board shall return to the petitioner any petition not accompanied by the information required in subsection (1) of this section, and no further action shall be required of the board with respect to such petition. The petitioner shall be liable for any expenses or damages to lienholders or to other landowners or to the district

resulting directly or indirectly from wrongful exclusion of lands by

reason of untrue or incorrect statements in the petition.

(3) The petition for exclusion shall be signed by the member and be acknowledged in front of a notary public in the same manner as for deeds land.

History:

[42-5252, added 1995, ch. 290, sec. 1, p. 1004.]



Idaho Statutes

TITLE 42 IRRIGATION AND DRAINAGE -- WATER RIGHTS AND RECLAMATION

CHAPTER 52 GROUND WATER DISTRICTS

42-5253. ORDER OF EXCLUSION. (1) In the event the district's board of directors grants a petition for exclusion, the board shall, by resolution, make an order forthwith excluding the lands described in the petition either for all purposes or for only those purposes not related to mitigation. No hearing is required prior to granting a petition for exclusion.

(2) At a minimum, the order of exclusion shall specify that:

(a) Lands excluded for all purposes shall not be a part of or be entitled to receive any benefits from the district;

(b) Lands excluded only for purposes not related to mitigation, shall continue to be part of the district for mitigation purposes only and shall be assessed for these purposes as provided under this chapter;

(c) Any excluded lands are subject to the requirements of section 42-5257, Idaho Code.


(d) When the petition is filed on or before December 1 in any calendar year, any assessment, other than those specified in section 42-5257, Idaho Code, against the land for any calendar year subsequent to the year in which the petition was filed shall not be valid and no lien for any such attempted assessment shall attach under section 42-5240, Idaho Code.

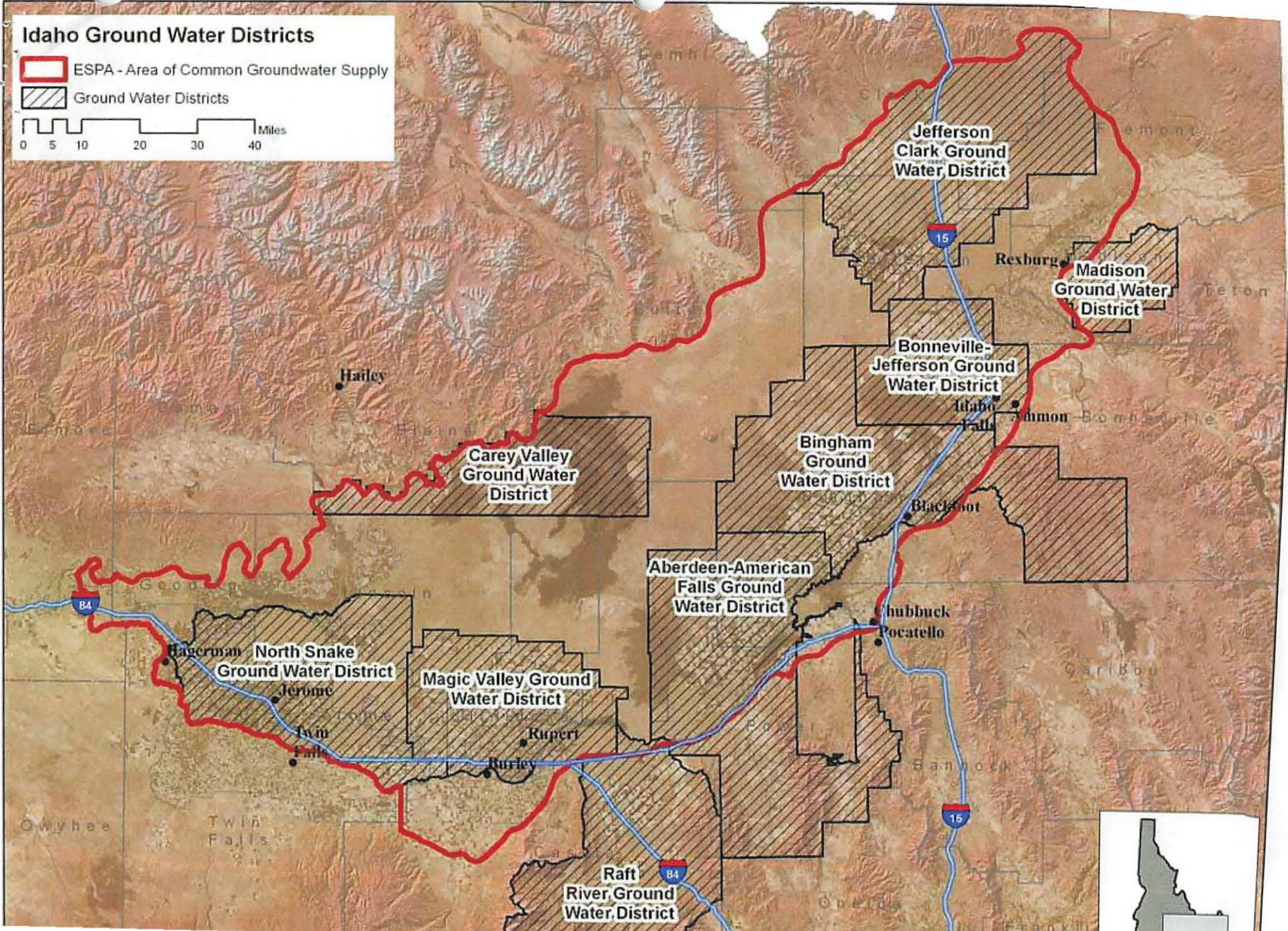
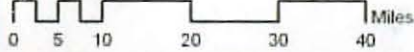
History:

[42-5253, added 1995, ch. 290, sec. 1, p. 1005; am. 2005, ch. 367, sec. 16, p. 1165.]

Idaho Ground Water Districts

 ESPA - Area of Common Groundwater Supply

 Ground Water Districts



Jefferson
Clark Ground
Water District

Madison
Ground Water
District

Bonneville-
Jefferson Ground
Water District

Carey Valley
Ground Water
District

Bingham
Ground
Water District

Aberdeen-American
Falls Ground
Water District

North Snake
Ground Water District

Magic Valley Ground
Water District

Raft
River Ground
Water District



240kAF REDUCTION ALLOCATED BY DISTRICT

District	Current			% Share of 240kAF	Reduction			Benefit (ac-ft)
	CIR (ac-ft/acre)*	Acres*	Total AF		% Reduction	CIR Cap (ac-ft/acre)	Total AF	
A&B ID***	2.6	66,686	173,384	7.9%	10.9%	2.32	154,451	18,932
Aberdeen-American Falls GWD*	2.1	146,988	308,675	14.0%	10.9%	1.87	274,970	33,705
Bingham GWD*	2.3	134,083	308,391	14.0%	10.9%	2.05	274,717	33,674
Bonneville-Jefferson GWD*	1.9	91,086	173,063	7.9%	10.9%	1.69	154,166	18,897
Carey Valley GWD*	2.2	2,513	5,529	0.3%	10.9%	1.96	4,925	604
Fremont-Madison ID**	1.7	8,000	13,600	0.6%	10.9%	1.51	12,115	1,485
Jefferson-Clark GWD*	1.9	171,488	325,827	14.8%	10.9%	1.69	290,249	35,578
Madison GWD*	1.7	739	1,256	0.1%	10.9%	1.51	1,119	137
Magic Valley GWD*	2.6	189,990	493,974	22.5%	10.9%	2.32	440,035	53,939
North Snake GWD*	2.4	84,601	203,042	9.2%	10.9%	2.14	180,871	22,171
Raft River GWD*	1.8	11	20	0.0%	10.9%	1.60	18	2
Southwest ID**	2.4	79,655	191,172	8.7%	10.9%	2.14	170,297	20,875
TOTALS		975,840	2,197,933	100%			1,957,933	240,000

*From IDWR 5/28/2015 ("SWC Delivery Call Settlement & Term Sheet")

**Acres reported to IGWA by District; FMID assigned same CIR as MGWD; SWID assigned same CIR as NSGWD

***Acres from A&B delivery call; assigned same CIR as MVGWD

360,000 including Madison

**DISTRICT MEETING SCHEDULE
SWC - IGWA SETTLEMENT AGREEMENT**

District	Meeting Date	Meeting Place
North Snake GWD	None	
Magic Valley GWD	None	
Carey GWD	July 27, 2015 @ 10:00 a.m.	Carey City Hall
Southwest Irrigation District	July 22, 2015 @ 1:00 p.m.	Burley City Hall
Aberdeen-American Falls GWD	July 16, 2015 @ 7:00 p.m.	Aberdeen High School
Bingham GWD	July 29, 2015 @ 8:00 p.m.	Snake River Junior High
Madison GWD	July 23, 2015 @ 7:00 p.m.	American Motel in Rexburg
Jefferson-Clark GWD	July 28, 2015 @ 1:00 p.m.	Terreton High School
Bonneville-Jefferson GWD	July 29, 2015 @ 9:00 a.m.	Hampton Inn in I.F.
Fremont-Madison Irrigation District	None	

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 Iron line
 Approved measuring devices
 Rule 50 removed
 Antite Call Doctrine

Bingham
 Ray Matsura
 Robert Murdoch
 Craig Evans

240kAF REDUCTION ALLOCATED BY DISTRICT

7/20/2015

District	Current			% Share of 240kAF	Reduction			Benefit (ac-ft)
	CIR (ac-ft/acre)*	Acres*	Total AF		% Reduction	CIR Cap (ac-ft/acre)	Total AF	
A&B ID	2.6	66,686	173,384	7.7%	10.7%	2.32	154,796	18,588
Aberdeen-American Falls GWD	2.1	144,539	303,532	13.6%	10.7%	1.87	270,991	32,541
Bingham GWD	2.3	203,975	469,143	21.0%	10.7%	2.05	418,847	50,296
Bonneville-Jefferson GWD	1.9	62,000	117,800	5.3%	10.7%	1.70	105,171	12,629
Carey Valley GWD	2.2	3,634	7,995	0.4%	10.7%	1.96	7,138	857
Fremont-Madison ID	1.7	8,000	13,600	0.6%	10.7%	1.52	12,142	1,458
Jefferson-Clark GWD	1.9	175,509	333,467	14.9%	10.7%	1.70	297,717	35,750
Madison GWD	1.7	50,852	86,448	3.9%	10.7%	1.52	77,180	9,268
Magic Valley GWD	2.6	127,818	332,327	14.8%	10.7%	2.32	296,699	35,628
North Snake GWD	2.4	87,399	209,758	9.4%	10.7%	2.14	187,270	22,488
Raft River GWD	1.8	11	20	0.0%	10.7%	1.61	18	2
Southwest ID	2.4	79,655	191,172	8.5%	10.7%	2.14	170,677	20,495
TOTALS		1,010,078	2,238,645	100%			1,998,645	240,000

*Bingham IDWR
Actual 134,000 acres*

From: sjwmick@gmail.com
To: [Spackman, Gary](#)
Subject: Settlement Agreement
Date: Thursday, November 3, 2022 8:51:05 AM
Attachments: [2015 Settlement Agreement.pdf](#)

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.

Gary,

Here is the settlement sheet.

Stephanie