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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

In Re SRBA

Case No. 39576

Subcases: 01-209 et al (See Attachment)
"Minidoka Credit Remark"

**GROUND WATER DISTRICTS PRE-
TRIAL BRIEF**

Pursuant to the Special Master's request of May 14, 2009, the Ground Water Districts hereby submit this Pre-Trial Brief in the above listed matter. The subcases listed on Attachment A have been grouped together in the Snake River Basin Adjudication ("SRBA") for trial on the limited issue of the "Minidoka Credit Remark." See Amended Trial Scheduling Order of November 4, 2008.

INTRODUCTION

Trial is set to begin on May 20, 2009. Differing from the recommendation in the current Directors Report, it is anticipated that the Idaho Department of Water Resources ("IDWR" or

“Department”) will recommend at trial that the partial decrees at issue in these subcases contain the following remark:

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 and recorded in the Bonneville County Recorder’s Office as Instrument No. _____.

This remark purports to continue an administrative practice initiated by the *Twin Falls Canal Co. v. Foster*, Decree (4th Jud. Dist., Twin Falls Co., June 20, 1913) (“Foster Decree”) which has been interpreted as requiring that Twin Falls Canal Company (“TFCC”) and North Side Canal Company (“NSCC”) provide a “credit” of storage water to Minidoka Irrigation District (“MID”) and Burley Irrigation District (“BID”) each year. The method of calculating this so-called “Minidoka return flow credit” has been a rather contentious matter between IDWR, TFCC, NSCC, MID and BID for many years. In 2006, TFCC, NSCC, MID, and BID entered into a Settlement Agreement for Determining Natural Flows Pursuant to Foster Decree (“2006 Agreement”) to a fixed annual credit amount. (GWD Ex. 24).¹ These same entities are part of the surface water user group commonly referred to as the Surface Water Coalition (SWC).

In 2005, the SWC filed a delivery call with IDWR seeking to curtail all junior ground water rights with the Snake River Basin. Amended Order dated May 2, 2005 (GWD Ex. 31A). In response to that delivery call, the IDWR Director has determined that the SWC is being materially injured and has threatened to curtail a significant number of ground water users. *Id.* Instead of immediately curtailing ground water users, the Director has allowed the ground water

¹ American Falls Reservoir District No. 2 is also a party to the 2006 Agreement although it was not even formed at the time of the Foster Decree.

users to submit and implement replacement water plans through which sufficient water is provided to remedy whatever injury the SWC may be experiencing. It is the Director that determines the amount of water that must be “replaced” through the replacement water plan. It is the ground water users that must come up with the amount of water determined by the Director or face curtailment. At significant cost, the ground water users have provided replacement water when required by the Director on an annual basis to avoid curtailment. The Director’s determination is currently on appeal to the district court. *A&B Irrigation Dist. et. al. v. Tuthill*, Case No. CV.2008-0000444 (Gooding Co. Sept. 11, 2008)

The Director has determined that the storage water “credited” by TFCC and NSCC under the so-called Minidoka return flow credit must in certain dry years be directly replaced by the ground water users as part of their replacement water plans to avoid curtailment. Olenichak Memo to Tuthill, July 10, 2007 (GWD Ex. 6); Seventh Supplemental Order (GWD Ex. 31B). In 2007, the Director determined that the ground water users had to come up with 6,750 acre-feet of water to replace the credit made by TFCC for the Minidoka return flow credit. The ground water users did so at a cost of approximately \$22 per acre-feet for a total cost that year alone to replace this “credited” water of approximately \$147,400.

Because the ground water users are intimately and directly affected by the Minidoka return flow credit in dry years when replacement water plans are ordered by the Director to avoid curtailment, the Ground Water Districts have objected to the inclusion of the Minidoka return flow credit in the partial decrees in these subcases. As more fully discussed below, it is the position of the Ground Water Districts:

1. That *Twin Falls Canal Co. v. Foster*, Decree (4th Jud. Dist., Twin Falls Co., June 20, 1913) (“Foster Decree”) did not grant a “return flow credit”, rather, the Foster

Decree was intended to address the impacts of the Minidoka Project on Twin Falls Canal Company and North Side Canal Company's natural flow water rights.

2. Further, there is no legal basis for the Minidoka return flow credit and including it in the partial decrees injures ground water users.
3. Because there is no legal basis for the Minidoka return flow credit, there is no legal basis for the 2006 Agreement to be referenced or included in the partial decrees nor can the 2006 Agreement be administered to the injury of the ground water users.
4. Finally, the proposed remark does not comply with the requirements under I.C. § 42-1411 and Idaho law.

Each of these points will be addressed individually below.

ARGUMENT

1. The Original Foster Decree Language Was Intended to Address Impacts of the Minidoka Project on Twin Falls Canal Company and North Side Canal Company Senior Natural Flow Water Rights.

Minidoka Dam and its reservoir, known as Lake Walcott, are located on the Snake River downstream of American Falls Reservoir and upstream of Milner Dam. Minidoka Dam was completed in 1906. Letter from L. Crandall to L. Duffin, March 21, 1957, 1 ("Crandall letter", GWD Ex. 7). Minidoka Dam was constructed for the purpose of collecting sufficient water to open additional new land to irrigation. This new irrigation project was commonly known as the Minidoka Project. Minidoka Irrigation District (MID) and Burley Irrigation District (BID), and their predecessors in interest, are and were respectively beneficiaries of the Minidoka Project in that they diverted water from Lake Walcott for irrigation.

The TFCC and NSCC hold senior natural flow rights which divert downstream of Minidoka Dam. TFCC and NSCC became concerned that the Minidoka Dam and the creation of Lake Walcott injured their senior natural flow rights. See (GWD Ex 7 at 1). After operations at

the Minidoka Dam began, it became apparent that there were significant seepage losses at Lake Walcott into the lava rocks surrounding the reservoir. *Id.* and USGS Report 87-4063, at 42 (GWD Ex. 9). Between 1906 and 1910, 1,700,000 acre feet of water seeped into the aquifer as a result of building the Minidoka Dam. (GWD Ex. 7 at 1). The losses from that leakage reduced the natural flow reaching TFCC and NSCC.

TFCC and NSCC (also known at the time as the Twin Falls Projects) filed the *Twin Falls Canal Co. v. Foster* lawsuit in 1909 to protect their senior natural flow rights from the injury caused by the Minidoka Dam. In 1913, TFCC, NSCC, MID and BID all stipulated to the Foster Decree. The Decree instructed the Director to administer TFCC and NSCC's water rights as though Minidoka Dam and Lake Walcott were never built, with the purpose of ensuring that TFCC and NSCC received their senior natural flow right. This was done by including the following provision in the Foster Decree:

It is further ORDERED, ADJUDGED AND DECREED, until otherwise provided by Statute, the State Engineer of the States of Idaho... shall determine what part of the water flowing in Snake River at the Minidoka and Milner Dams, is storage waters, and what part is natural flow,... the amount of the natural flow to be determined as such natural flow would be, if unaffected by the diversions or acts of the parties hereto or any or either of them or by the release of stored water, the natural flow to which the Twin Falls Projects are entitled to be measured to them at the Milner Dam.

Foster Decree at 11 (GWD Ex. 1) (underline added).

Following the entry of the Foster Decree, the Minidoka Project faced the reality that they would have to provide additional water to the Twin Falls Project to replace the natural flow lost by seepage from Lake Walcott. The Minidoka Project was apparently successful in convincing the parties at the time that they should be entitled to offset their replacement water obligations under the Foster Decree by the amount of return flow gain to the Snake River. It was the

Minidoka Project's claim that the return flow would not exist but for the construction of the Minidoka Project and their irrigation; based thereon, the Minidoka Project claimed that the Twin Falls Project was not entitled to the return flow and that it should be used to offset its replacement water requirements under the Foster Decree.

It appears that the parties initially conceded to this interpretation and application of the language in the Foster Decree. In the beginning, the Minidoka Project's replacement water obligation under the Foster Decree exceeded its claimed return flow offset. As a result, the Minidoka Project was still required to provide some of its storage water for the benefit of the Twin Falls Project because of seepage in Lake Walcott.

Within 10 years after entry of the Foster Decree, Lake Walcott silted in, significantly decreasing seepage and losses from the reservoir. (GWD Ex. 9 at 42). As a result, "the return flow from irrigation thereafter has usually been greater than the loss in the Lake." (GWD Ex. 7 at 2). This "net gain" to the river appeared likely due to silting in Lake Walcott. W.O. Cotton, *Report on Distribution of Snake River Storage, Season of 1915* at 9 (GWD Ex. 25K). There is no dispute that Lake Walcott "sealed:" "[t]his area has historically been a loss reach until the mid-1920s at which time a definite hydrological change was noted, in that gain is now appearing." Letter from D.E. Tracy to Bureau Regional Director, Boise, Re: Clarification of Foster Decree relative to Minidoka Project, Idaho, November 13, 1981 (GWD Ex. 25J).

Because Lake Walcott sealed the original purpose of the Foster Decree language to benefit and protect the senior natural flow rights of TFCC and NSCC was no longer present. Despite this fact, the parties apparently conceded to the Minidoka Project's continued claim that the Twin Falls Project was not entitled to the Minidoka Project's irrigation return flow to the

SNAKE RIVER. Thus, the Twin Falls Project began providing a storage “return flow credit” back to the Minidoka Project in the amount of its calculated return flow offset by a much smaller amount of water loss from Lake Walcott. This “return flow credit” has become known as the “Minidoka return flow credit.” Program Supervisor Tony Olenichak, Water District 01, explained the accounting of the Minidoka return flow credit remark in 1998 in a memorandum to Director Tuthill:

The Minidoka return flow credit is based on the principle that the natural flow supply available to the Twin Falls projects is to be determined as if the Minidoka Dam did not exist. If there is a computed gain in the Minidoka to Milner reach, the gains are assumed to be return flows from the Burley and/or Minidoka Irrigation Districts (Minidoka Project), and are credited back to the Minidoka diversion to the extent the natural flow augmentation can be utilized. The credit is then removed from the natural flow computation for the Minidoka-to-Milner reach.

T. Olenichak, *SNAKE RIVER REACH GAINS BETWEEN BLACKFOOT AND MILNER DAM*, Jan. 7, 1998. (GWD Ex. 23).

For practical purposes, the Minidoka return flow credit no longer benefits TFCC and NSCC as originally intended under the Foster Decree; rather, a portion of TFCC and NSCC’s natural flow is now “credited” back to BID and MID by transferring TFCC and NSCC storage water right to BID and MID in the Water District 01 Accounting. In other words, the coin has flipped – so to speak – without any factual or legal basis upon which to conclude that the Minidoka Project (now MID and BID) was ever intended to benefit from the Foster Decree. Not surprisingly, these parties have fought for many years amongst themselves and IDWR about how the credit should be calculated, which has varied over time.

2. There is no Legal or Factual Basis for the Minidoka Return Flow Credit.

There is no basis in Idaho law to give an appropriator a credit for water that returns to a stream system after use. Return flow water is water that is not applied to beneficial use and which returns to the stream which is then subject to appropriation and use by downstream water right holders. Although an appropriator can recapture and reuse his “waste water” under Idaho law, he can do so only if he applies it to beneficial use upon his own land. *Thompson v. Bingham*, 78 Idaho 305, 308, 302 P.2d 948, 949 (1956).

There are clear legal requirements for an appropriator who wishes to recapture and use waste water. “It is settled law that seepage and waste water belong to the original appropriator and, in the absence of abandonment or forfeiture, may be reclaimed by such appropriator as long as he is willing and able to put it to a beneficial use.” *A & B Irrigation Dist. v. Aberdeen-American Falls Ground Water Dist.*, 141 Idaho 746, 752, 118 P.3d 78, 84 (2005) (emphasis added), quoting *Reynolds Irr. Dist. v. Sproat*, 70 Idaho 217, 222, 214 P.2d 880, 883 (1950). However, return flows return to the river. In the case of the return flows from the Minidoka Project, the water returns to the river below Minidoka dam and is not physically available for re-use by MID or BID (or AFRD#2). Letter from Walter Mater Baldwin to J. Bothwell, April 22, 1926 (GWD Ex. 25L); Memo from Stoutemyer to Commissioner, April 26, 1925 (GWD Ex. 25B).

Further, testimony will show that no other water user in Water District 01 has been allowed any sort of credit for return flow reaching a stream system - and it should not be recognized here. There is no basis in Idaho law and no reading of the Foster Decree that supports a return flow credit for claimants, and the Court should reject this claim. The Foster

Decree does not mention “return flow” or a credit of any kind. The Foster Decree’s language does not support such a return flow credit as the purpose of the Foster Decree was to protect the senior natural flow water rights of TFCC and NSCC.

Not only is the Minidoka return flow credit without any basis in law, it is without any factual support either. The threshold factual condition that underlies the reason for the original language in the Foster Decree no longer exists: Lake Walcott has silted in and no longer negatively impacts the natural flow water rights of TFCC and NSCC as they are not losing water because of the leaky reservoir. Evidence at trial will show that silting has occurred on the bed of Lake Walcott. Letter from Crandall of Mar. 21, 1957 (GWD Ex. 7 and 9) Because Lake Walcott has sealed, continued administration of the Minidoka return flow credit results in a windfall to MID and BID at the expense of junior ground water users. Simply stated, the Minidoka return flow credit contained in the Foster Decree to avoid injury to and interference with the senior natural flow rights of TFCC and NSCC resulting from the construction of the Minidoka Project. Since there is no longer any injury to or interference with the senior natural flow rights of TFCC and NSCC, there is no longer any basis for the language in the Foster Decree. It has been fully satisfied and should be of no future effect. Additionally, as mentioned above, there is no legal basis for the claim of MID and BID to the return flow credit and it should be rejected.

It is requested that the Special Master conclude that there is no legal or factual basis for continuation of the language in the Foster Decree or for the return flow credit claimed by MID and BID. Based thereon, the Special Master should invalidate the 2006 Agreement because it seeks to further an invalid claim to a return flow credit.

3. **There is no Legal or Factual Basis for IDWR's Determination that the Return Flow Credit claimed by MID and BID directly increases the mitigation liability of junior ground water users with required to their replacement water plans.**

In the event that the Special Master determines that MID and BID remain entitled to a return flow credit under the Foster Decree, the Ground Water Districts request that the Special Master accept the language proposed by IDWR concerning the 2006 Agreement (as quoted above) **with the caveat** that the Special Master nevertheless determine that the return flow credit which is the subject of the 2006 Agreement must not used to improperly increase the mitigation obligations of junior ground water users. The Ground Water Districts will present evidence concerning this point at trial and will further argue this point in closing argument.

It must also be pointed out that the 2006 Agreement requires that TFCC and NSCC provide a return flow credit to not only MID and BID but also to AFRD#2. Significantly, AFRD#2 was not even been *formed* when the Foster Decree was entered, yet is now receiving claim a right to and the benefit of the return flow credit in the 2006 Agreement. There is no explanation as to why AFRD#2 should receive any return flow credit.²

Neither IDWR nor the ground water users are party to the 2006 Agreement. However, the Director has indicated that the 2006 Agreement will be administered against junior ground water users and will increase ground water users' mitigation and replacement water obligations to TFCC and NSCC in dry years. Olenichak Memo. to Tuthill, July 10, 2007 (GWD Ex. 6). This is despite the 2006 Agreement's language that states

[t]he storage water provided under this agreement and diverted and rented as herein provided **will not impact the natural flow or storage rights of any other**

² Further, it is unclear why IDWR has included the Minidoka return flow credit remark in the Bureau of Reclamation's water right nos. 01-211A, 01-214A, and 01-219 as these water rights were not part of the Foster Decree.

water users in Water District 01, the transfers and uses of stored water as herein provided being an integral part of the operations of the parties to this agreement

2006 Agreement at ¶ 2 (emphasis added). Evidence and testimony will show that the administration of the credit is injurious to junior ground water users and therefore in violation of not only the terms of the 2006 Agreement but the principles of public interest and beneficial use.

Private agreements, intended to simplify surface water administration among surface water users should not be decreed in a manner that allows surface water rights to be administered to the detriment of ground water users who are not parties to the private agreements. The provision quoted in the previous paragraph from the 2006 Agreement goes some distance towards this result. This protection, which the signatories to the 2006 Agreement saw was necessary to protect their own and other storage and natural flow rights in the basin (regardless of seniority) from impacts associated with the operation of this Agreement, must also be extended to junior ground water rights as a matter of equity.

Without this protection of junior ground water rights, the evidence and testimony will show that administering the credit pursuant to the 2006 Agreement requires junior ground water users to directly subsidize water which TFCC and NSCC voluntarily give to BID, MID and AFRD#2. In other words, TFCC and NSCC get all back all of this water from junior ground water users in dry years when the Director requires mitigation water. To the extent that seniors are voluntarily reducing their own water supplies pursuant to private agreements, they should not be able to look to junior groundwater users to make up the difference.

Indeed, this has been the opinion of IDWR's Director, who has already determined in other administrative proceedings that a senior is not entitled to replacement water from junior water users to make up for the senior's voluntary decision to lease water to others. *Opinion*

Constituting Findings of Fact, Conclusions of Law and Recommendation, SWC Delivery Call, at 61 (April 29, 2008) (GWD Ex. 31C). Thus, it is somewhat surprising that IDWR has taken the position it has with regard to the Ground Water Districts in these particular subcases.

4. There is No Legal Basis for the 2006 Agreement to be Included in the Partial Decrees nor to be Administered to the Detriment of Ground Water Users.

In 2006 the Director issued recommendations for the underlying subcases with the following remark:

The Director of the Idaho Department of Water Resources shall determine what part of the water flowing in the Snake River at the Minidoka and Milner Dams is storage waters and what part is natural flow. The amount of natural flow shall be determined as such natural flow would be, if unaffected by the diversions or acts of the parties [to the Foster decree]. The natural flow to which the Twin Falls Canal Company and the North Side Canal Company are entitled shall be measured at the Milner Dam.

The Claimants objected to the remark, and asked instead that the 2006 Agreement between the claimants be included in any decree. BID, MID, TFCC and NSCC all objected to the Director's Report because "[t]he 'Minidoka Credit' remark is unnecessary since the reference to the provision in the Foster Decree has been resolved by agreement amongst the affected water rights holders." SF1 Objection of BID, April 17, 2007; SF1 Objection of MID April 18, 2007; SF1 Objection of TFCC and NSCC, April 19, 2007 (emphasis added). Only days before trial in this matter, IDWR informed the parties that it intended to change its recommendation³ and would seek to now include the following language:

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

³ Now, rather than recommending a reference to a prior decree, IDWR has committed itself to administer the water rights in accordance with the 2006 Agreement.

Company, North Side Canal Company and American-Falls Reservoir District #2 and recorded in the Bonneville County Recorder's Office as Instrument No. _____.

However, if the Foster Decree never intended a "return flow credit" to the claimants or if there is no longer any factual or legal basis for the return flow credit, then the remark referencing an agreement that provides for the calculation of the return flow credit should not be included and there should be no accounting for the Minidoka return flow credit going forward. The problem with the current proposed remark is that the 2006 Agreement presumes a legal basis for the return flow credit and states that the parties have agreed, in order

[t]o avoid litigation involving the interpretation of the Foster Decree and the methodology to be used to determine net return flow credits, and in lieu of and as a replacement for an annual accounting of losses from the natural flow of the Snake River as the result of the storage of water in Lake Walcott by the Minidoka Dam and the credits to the Snake River arising from return flows occurring as the result of the operation of the Minidoka Dam and the North Side Division and South Side Pumping Division of the Minidoka Project, **TFCC and NSCC will provide 14,500 acre feet of storage water annually to MID, BID and AFRD #2 in the following manner, to-wit:**

- A. TFCC will provide 6,750 acre feet of storage water annually.
- B. NSCC will provide 7,750 acre feet of storage water annually.

There shall be credited annually to MID 8,370 acre feet of storage water, to BID 5,130 acre-feet of storage water, and to AFRD#2, 1,000 acre-feet of storage water.

2006 Agreement, p.3.

Yet, as explained above, the Foster Decree language was not for the benefit of MID and BID but rather for the benefit of TFCC and NSCC. Nor does the Foster Decree language say anything about a return flow credit. Thus, there is no legal basis for a return flow credit. Reference to the 2006 Agreement in the partial decrees for the underlying subcases is therefore

unnecessary. See I.C. § 42-1411(j) (only remarks that are “necessary” for administration are allowed.)

While the parties to the agreement may agree to exchange or rotate water between and amongst them, there is no basis for the agreement being part of the decreed water rights which would then be administered against ground water users who are not parties to the 2006 Agreement. Nor is there any basis for using the return flow credit to increase the mitigation and replacement requirements of junior ground water users in dry years.

The purpose of the Foster Decree was to protect the senior natural flow water rights of TFCC and NSCC. However, instead of ensuring such protection, the consequences of the 2006 Agreement are as follows:

- TFCC and NSCC donate water to MID, BID and AFRD#2 and receive no benefit under the agreement;
- MID and BID receive a guaranteed credit for return flow, a concept not recognized under Idaho water law;
- AFRD#2—which is not a signatory to the Foster Decree—is guaranteed an amount of water from TFCC and NSCC;
- Ground water users are injured because TFCC,⁴ the entity most likely to require mitigation water in a dry year, is giving up 6750 af of water every year under the Settlement Agreement—increasing the mitigation obligation on the ground water users who should not be bound to a private agreement.

None of these results supports the purpose of the Foster Decree provision, which was to ensure the protection of TFCC and NSCC’s natural flow rights.

5. The Proposed Remark Does Not Comply with the Requirements under I.C. § 42-1411 and Idaho Law

Not only must there be a legal basis for the Minidoka return flow credit in order for the remark to be included in the partial decrees, the proposed remark must also comply with the requirements of Idaho Code § 42-1411. First, the proposed remark is not necessary to clarify any element of the water right and is not included as such because, in fact it does not even have any nexus with any element of the water right. Subsections (i) or (j) of Idaho § 42-1411 that allow for conditions or remarks do not provide a basis either. Subsection (i) allows the Director to include in his Director's Report, "conditions on the exercise of any water right included in any decree, license or approved transfer application." (emphasis added) Subsection (j) provides that the Director may include "such remarks and other matters as are necessary for the definition of the right, for clarification of any element of a right, or for administration of the right by the director." (emphasis added). The claimants are free to exercise their water rights and are equally free to transfer water from one claimants' storage water account to another claimant's storage water account without the remark. However, by including the remark in the partial decrees and agreeing to a set obligation, the claimants can demand (and IDWR has agreed to honor the demand) that any transfer of storage water from TFCC and NSCC can be made up for by junior ground water users in any required mitigation or replacement water plan in dry years, who otherwise would not be subject to such a private agreement. The remark simply provides a windfall unsupported by law or fact to the surface water users.

Further, while the proposed remark could arguably be used to administer the water rights and simplify the Minidoka return flow credit calculation, there must be some legal basis for the Minidoka return flow credit in order for the remark to be recognized as necessary. Yet, even if the court determines that there is a basis for the Minidoka return flow credit, Idaho statutes do

not allow the remark to be included in the partial decree if it injures other water rights or serves to exceed a previously determined and recorded element of the decreed water right. *See* I.C. § 42-1427.

CONCLUSION

For the reasons outlined above, the Ground Water Districts ask this Court to find that there is no basis for the Minidoka return flow credit, that any reference to it or the 2006 Agreement in the partial decrees should not be included. However if the Court finds that the Minidoka Credit is proper, then the Court should order that any administrative application or interpretation of the Minidoka return flow credit cannot be used to increase any mitigation obligation of the ground water users.

Submitted this 19th day of May, 2009.

RACINE, OLSON, NYE, BUDGE &
BAILEY, CHARTERED

By: 
CANDICE M. McHUGH
Attorney for the Ground Water Districts

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 20th day of May, 2009, the above and foregoing document was served in the following manner.

Clerk of the SRBA Court 253 Third Avenue North PO Box 2707 Twin Falls, ID 83303-2707	☐ U.S. Mail/Postage Prepaid ☐ Facsimile ☐ Overnight Mail ☒ Hand Delivery ☒ E-mail
Document Repository Idaho Department of Water Resources P.O. Box 83720 Boise, Idaho 83720-0098	☒ U.S. Mail/Postage Prepaid ☐ Facsimile 208-287-6700 ☐ Overnight Mail ☐ Hand Delivery ☐ E-mail
Natural Resources Division Chief State of Idaho Attorney General's Office PO Box 44449 Boise, ID 83711-4449	☒ U.S. Mail/Postage Prepaid ☐ Facsimile 208-878-2548 ☐ Overnight Mail ☐ Hand Delivery
W. Kent Fletcher FLETCHER LAW OFFICE P.O. Box 248 Burley, Idaho 83318-0248	☐ U.S. Mail/Postage Prepaid ☐ Facsimile 208-878-2548 ☐ Overnight Mail ☒ Hand Delivery ☐ E-Mail wkf@pmt.org
John Simpson Travis L. Thompson Barker Rosholt P.O. Box 2139 Boise, Idaho 83701-2139	☐ U.S. Mail/Postage Prepaid ☐ Facsimile 208-344-6034 ☐ Overnight Mail ☒ Hand Delivery ☐ E-Mail jks@idahowaters.com tlr@idahowaters.com
United States Department of Justice Environment & Natural Resources Division 550 W Fort St., MSC 033 Boise, ID 83724	☒ U.S. Mail/Postage Prepaid ☐ Facsimile 208-344-6034 ☐ Overnight Mail ☐ Hand Delivery

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Candice Muff

ATTACHMENT A IDENTIFYING THE MINIDOKA CREDIT SUBCASES

1-209
1-210
1-211A
1-211B
1-212
1-213
1-214A
1-214B
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1-218
1-219
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