

Michael P. Lawrence, ISB #7288
GIVENS PURSLEY LLP
601 W Bannock St
PO Box 2720
Boise, Idaho 83702
Telephone: 208-388-1294
Facsimile: 208-388-1300
mpl@givenspursley.com
Counsel for Protestant SUEZ Water Idaho Inc.

RECEIVED

MAR 17 2020

WATER RESOURCES
WESTERN REGION

BEFORE THE DEPARTMENT OF WATER RESOURCES OF
THE STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR
PERMIT NO. 63-34810 IN THE NAME OF
WEST ADA SCHOOL DISTRICT

STIPULATION AND JOINT MOTION
TO APPROVE APPLICATION AND
ISSUE PERMIT

Applicant West Ada School District ("District") and Protestant Suez Water Idaho Inc. ("SUEZ"), by and through its undersigned counsel of record (together, the "Parties"), pursuant to IDAPA 37.01.01.204, .260, .557, and .612, hereby stipulate and move the Idaho Department of Water Resources ("Department") to approve the application in the above-captioned matter ("*Application*") and to issue a permit according to the terms and conditions set forth in this *Stipulation and Joint Motion to Approve Application and Issue Permit* ("*Stipulation*").

The Parties hereby stipulate and agree that the following condition ("*Condition*") shall be included in any permit(s) and subsequent license(s) issued under the *Application*:

Condition No. 1. The right holder shall make full beneficial use of all surface water available to the right holder for irrigation of lands within the authorized place of use for this right. The right holder may divert ground water under this right to irrigate land with appurtenant surface water rights when the surface water supply is not reasonably sufficient to irrigate the place of use for this water right or is not available due to drought, curtailment by priority, or the seasonal startup and shutoff or maintenance schedule for canal company deliveries. The right holder shall not divert ground water for irrigation purposes under this right if use of the surface water supply is intentionally discontinued or reduced (for example abandoned, forfeited, sold, disallowed by court decree, or leased to

the Water Supply Bank), or is not deliverable due to non-payment of annual assessments, without an approved transfer pursuant to Idaho Code § 42-222 or other Department approval.

The Parties further stipulate and agree that prior to diverting water under this right, the permit holder shall conduct a pumping test of the well supplying this right so that SUEZ can evaluate impacts to SUEZ's municipal supply well located approximately 750 feet to the north of this right's proposed point of diversion. The pumping test shall be a constant discharge test of at least twelve (12) hours in duration at a pumping rate equal to or greater than the proposed diversion rate. The right holder shall provide SUEZ with notice of the date and time of the pumping test at least two (2) weeks prior to conducting the test. The right holder shall provide to SUEZ all data collected during the pumping test, including the start and ending times, the discharge rates, and depth to water measurements.

The Parties further stipulate and agree that diversion and use of water in connection with any permit(s) and subsequent license(s) issued under the *Application* shall be subject to the terms and conditions of this *Stipulation* which shall be binding upon the Parties hereto, and their heirs, successors, and assigns.

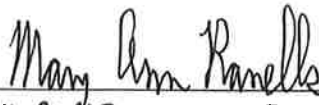
The Parties move the Department, pursuant to IDAPA 37.01.01.612, for an order ("*Order*") approving the *Condition* and confirming that the *Condition* shall be included by the Department in any permit(s) and subsequent license(s) issued under the *Application*.

SUEZ's protest to the *Application* shall be deemed withdrawn upon the issuance of a final *Order* stating that the *Condition* is approved and shall be included by the Department in any permit(s) and subsequent license(s) issued under the *Application*. The withdrawal of SUEZ's protest shall be with prejudice so long as the *Application* is not amended from its current form except as may be required by the Department to continue processing.

The Parties respectfully request the entry of an *Order* approving the stipulated terms and conditions set forth herein, including without limitation the *Condition*. Each party shall bear its own costs, expenses, and attorney fees in connection with the above-captioned matter.

WEST ADA SCHOOL DISTRICT

March 10, 2020:


By: MARY ANN RANELLS
Its: SUPERINTENDENT

GIVENS PURSLEY LLP

March 13, 2020:


Michael P. Lawrence
Counsel for Protestant SUEZ Water Idaho Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 17TH day of March 2020, a true and correct copy of the foregoing was filed and/or served upon the following individual(s) by the means indicated:

DOCUMENT FILED:

Idaho Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, ID 83705

<input type="checkbox"/>	U.S. Mail, postage prepaid
<input type="checkbox"/>	Express Mail
<input checked="" type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Facsimile

DOCUMENT SERVED:

West Ada School District
Attn: Joe Yochum, Assistant Superintendant
1303 E. Central Dr.
Meridian, ID 83642

<input checked="" type="checkbox"/>	U.S. Mail, postage prepaid
<input type="checkbox"/>	Express Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Facsimile

Lori Graves
SPF Water Engineering, LLC
300 E Mallard Drive, Suite 350
Boise, ID 83706

<input checked="" type="checkbox"/>	U.S. Mail, postage prepaid
<input type="checkbox"/>	Express Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Facsimile

SUEZ Water Idaho Inc.
8248 W. Victory Rd.
Boise, ID 83709

<input checked="" type="checkbox"/>	U.S. Mail, postage prepaid
<input type="checkbox"/>	Express Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Facsimile

By: 
Michael P. Lawrence