



State of Idaho
DEPARTMENT OF WATER RESOURCES

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CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

March 25, 1994

Jay Hulet
HC 79 Box 2020
Murphy Id 83650

Paul Nettleton
Murphy, ID 83650

RE: Adding Maintenance Assessments to the Proposed Lateral Water
Users Association on Murphy Mutual Canal

Gentlemen:

Pursuant to a telephonic request by Mr. Hulet, I have modified the proposed Articles of Association for the Murphy Mutual Canal Water Users Association by adding Article VII relative to canal maintenance. As I have indicated before, this Department will not become involved in the much-disputed aspect of collection of maintenance assessments for the Murphy Mutual Canal. Nevertheless, Mr. Hulet requested that the document be modified as shown for your review and discussion.

Sincerely,

David R. Tuthill, Jr., P.E.
Manager, Western Regional Office

cc: Norm Young

MURPHY MUTUAL CANAL LATERAL WATER USERS ASSOCIATION

ARTICLES OF ASSOCIATION

ARTICLE I. Name

The name of this association shall be the Murphy Mutual Canal Lateral Water Users Association.

ARTICLE II. Purpose

The purpose of this Association is to provide for distribution of water from the Murphy Mutual Canal to Joyce Livestock Company and to the remainder of the Murphy Mutual Canal shareholders, and for the selection of a Lateral Manager. For the purpose of these Articles the Lateral is agreed to extend from the headgate of the canal to the weir located downstream from the final diversion of Joyce Livestock Company.

ARTICLE III. Applicable Laws

This Association shall be governed by the provisions of Chapter 13, Title 42 and Sections 42-907 through 42-911, Idaho Code.

ARTICLE IV. Annual Meeting

The Association shall hold an annual meeting immediately after and in the same location as the annual Sinkers Creek Water District 57-D meeting.

ARTICLE V. Lateral Manager

The Association shall annually elect a Lateral Manager for the succeeding irrigation season and fix the compensation of said Manager. Billing and assessment of charges shall be in the same manner as with Water District 57-D. The Lateral Manager shall maintain records of deliveries from the lateral, and when practical and reasonable shall conduct visual observations of various sections of the canal, reporting any observed problems to the canal users. At the end of the year the Lateral Manager shall compute the percentage of water delivered through the canal to Joyce Livestock Company and

the percentage delivered to the remaining Murphy Mutual Canal users. Costs for the year shall be attributed to the two groups on a pro-rata basis, provided that the minimum charge attributed to each party shall be 26 percent of the total charge. Reconciliation of over and under charges shall be in the same manner as Water District 57-D.

ARTICLE VI. Measuring Devices

Measuring devices and lockable controlling works shall be maintained at each diversion from the canal. In addition, measuring devices shall be maintained at the head of the canal and in the canal downstream from the last Joyce Livestock Company diversion. Murphy Mutual Canal users are responsible to install and maintain these devices at the head of the canal and in the canal downstream from the last Joyce Livestock Company point of diversion. Joyce Livestock Company is responsible to install and maintain these devices at each of the Company diversion points and at any point where water is added to the canal to be commingled and diverted downstream. The adequacy of these devices is subject to approval by the Idaho Department of Water Resources.

ARTICLE VII. Canal Maintenance

Canal repair and maintenance is the responsibility of Murphy Mutual Canal Company pursuant to a court stipulation dated March 24, 1984, and Idaho water law as identified above.

ARTICLE VIII. Dispute Resolution

If a question arises as to any aspect of water delivery in the lateral, members of the association will communicate between themselves and with the Lateral Manager in an attempt to resolve the dispute. For those rare cases where this technique fails to provide a satisfactory solution, members of the association will contact the Idaho Department of Water Resources to seek assistance.

ARTICLE IX. Association Termination

This agreement can be terminated at the end of any irrigation season via a written statement from one of the parties to the other.

Dated this _____ day of _____, 1994.

Jay Hulet, Representative of all Mutual Murphy Canal Shareholders
Except Joyce Livestock Company

Dated this _____ day of _____, 1994.

Paul Nettleton, Representative of Joyce Livestock Company