



State of Idaho
DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

October 9, 1997

Jay Harper
HC 72 Box 2156
Malta, ID 83342

Gary Steed
PO Box 127
Almo, ID 83312

Bruce &/or Kent Durfee
PO Box 187
Almo, ID 83312

Dave Sundberg
PO Box 1
Malta, ID 83342

RE: Groundwater affects on Reed Springs

Gentlemen:

As you know it has been noted in the past that groundwater pumping in the vicinity of Reed Springs affects the flow of the springs which may affect the delivery of senior rights on Raft River. In recognition of this potential injury to senior rights it is my understanding the groundwater pumpers (Erickson & Durfee) have in the past mitigated their groundwater use by replacing water back into Reed Springs &/or Raft River. As you may know the last groundwater right issued in this area (License 43-07086 to Erickson) is conditioned as follows:

- Flows of Reed Springs, depleted by pumpage of groundwater under this license, shall be replaced to protect prior water rights.
- Use of this water right will be regulated by the watermaster of State Water District 43-B.

Recently Mr. Harper representing the water district requested that the department look into this matter and give further direction to the watermaster as to how to regulate this/these rights. In light of the vague condition on 43-07086, past non-formal mitigation, potential drought related affects on the spring, potential affects of other land use changes in the basin on the spring and the recent ownership change from Erickson to Steed; it is appropriate to formalize a mitigation plan for this situation.

I asked Glen Saxton to review the records available in the department's state office (copy of my 9/11/1997 memo to Saxton, copy enclosed) to help determine the basis of the condition on license 43-07086. His report is contained in memorandum dated 9/16/1997 (copy enclosed). I also talked with Mr. Erickson who indicated that in the past he has provided 2/3 and Durfee has provided 1/3 of the mitigation for pumping the wells. I asked that he write a letter describing the mitigation in detail but he has not yet responded.

The purpose of this letter is to inform the known parties of what has recently been looked at by the department and to see if this matter can be resolved by a written agreement. The issues which need agreement appear to be:

-How much of the replacement water should be provided by each groundwater pumper?

*(Steed 2/3 & Durfee 1/3)**

-What will the basis of the replacement amount be?

*((1/2 of the difference between 120" and the flow of the Reed Spring measured in the spring before groundwater pumping starts) plus the amount of flow of the Reed Spring measured in the spring before groundwater pumping starts)... for example if 80" was measured in the spring then 100" would be mitigated.**

**For illustrative purposes only; the basis described is a compromise between what I presently understand the parties positions may be. This could be described as a splitting the baby scenario. All of this would be subject to negotiation by the parties.*

-Other issues important to parties.

Please review this matter and advise me if an agreement can be worked out before the end of this year; hopefully something can be finalized before next irrigation season. If an agreement can be worked out, I would propose that it would be incorporated into a future preliminary order to be issued by the department which would direct mitigation for use of the Steed and Durfee groundwater rights. If an agreement cannot be worked out then the department may consider further action. If you have questions about this matter please feel free to contact me at this office.

Sincerely,

Allen Merritt, PE
Southern Region Manager

CC: Glen Saxton