

**SUNNYSIDE VALLEY IRRIGATION DISTRICT  
MEETING OF THE BOARD OF DIRECTORS**

The regular meeting of the Sunnyside Valley Irrigation District (SVID) was held via conference call due to the stay at home orders for Covid-19 and called to order by Chairman Simpson on November 3, 2020 at 1:45 PM. Present in addition to Chairman Simpson were Directors Kevin Golob, Mike Hogue, Dave Michels, and Paul Groeneweg; Lori Brady, SVID Manager/Secretary/Treasurer; Ron Cowin, Assistant Manager-Engineering, Dave Bos, Assistant Manager – Operations, Nikki Musson, Office Manager; and Larry Martin, Legal Counsel for the SVID.

The minutes of the October 6, 2020 Board Meeting were reviewed. Upon a motion by Director Golob, that was seconded and unanimously carried, the minutes were approved as written.

Ms. Brady asked the Board to set the date for the Equalization Hearing. Upon a motion by Director Michels that was seconded and unanimously carried, the Board of Equalization Hearing was set for 2:00 PM on Tuesday, December 8, 2020.

The Board considered the Consent Agenda as shown below:

|   | <b><u>PARCEL</u></b> | <b><u>FACILITY OR DESCRIPTION</u></b> |
|---|----------------------|---------------------------------------|
| <b><u>CHANGE POINT OF DELIVERY</u></b>                              |                      |                                       |
| City of Grandview   | 333333-33334         | 46.76 #10AA                           |
| <b><u>EASEMENT</u></b>  |                      |                                       |
| James H. & Carlene R. Parrish                                       | 1-0684-101-2906-002  | 51.18E                                |
| Daniel Palencia, Elviar Palencia, Santiago Palencia, Maria Palencia | 1-2994-301-0834-001  | 51.18                                 |
| Alejandro & Anita Pinon   | 1-3194-101-0870-002  | 51.18B                                |
| Maria Ortega  | 1-3194-101-0870-003  | 51.18B                                |
| Eduardo & Collen M. Mendoza   | 1-3194-101-0870-004  | 51.18B                                |
| Remnant House   | 1-3194-101-1522-001  | 51.15B                                |
| Nestor & Flora Flores   | 1-3194-101-1523-002  | 51.18B                                |
| Albino & Carolina Ramirez   | 1-3194-101-0871-002  | 51.18B                                |
| Sheryl V. Roberts   | 1-3194-101-0871-004  | 51.18B                                |
| Miguel Palencia Sr & Maria R. Palencia                              | 1-3194-101-2487-001  | 51.18B                                |
| Michelle V. Gustafson   | 1-3294-200-0004-001  | 51.18, 51.18A                         |
| James H. & Carlene R. Parrish                                       | 1-0684-101-2906-002  | 51.18E                                |
| <b><u>DEVELOPER AGREEMENT</u></b>                                   |                      |                                       |
| Nick Schademan  | 221014-33405         | 32.77 #4                              |

**DISTRICT SUPPLEMENTAL WATER RIGHT CONTRACTS**

|                |                     |                      |
|----------------|---------------------|----------------------|
| Doug Coffman   | 1-3194-400-0006-001 | 51.18B #10           |
|                | 1-3194-400-0007-000 |                      |
| Jarred Coffman | 1-3194-400-0008-000 | 51.18B #10, 51.18 #6 |
|                | 1-3194-400-0009-000 |                      |
|                | 1-3194-400-0012-000 |                      |
|                | 221023-43400        |                      |
| David Bos      | 221023-43401        | 33.74 #21            |
|                | 221023-44400        |                      |
|                | 221023-44401        |                      |

**AMENDED SUPPLEMENTAL WATER RIGHT CONTRACT**

|                |                     |          |
|----------------|---------------------|----------|
| Jarred Coffman | 1-3194-400-0010-000 | 51.18 #6 |
|----------------|---------------------|----------|

Upon a motion by Director Hogue that was seconded, the motion carried, and the Consent Agenda was approved.

Ms. Musson updated the Board on the front office. The office remains closed to the public due to COVID-19.

Ms. Musson presented the financial report and vouchers. The Status of Funds listed investments and other funds totaling \$11,184,305. Vouchers numbered 76384-76542 in the total amount of \$363,746.21 were submitted for approval. Ms. Musson presented a graph showing current funds compared to historical levels. Upon a motion by Director Hogue, which was seconded and unanimously carried, the Board approved and authorized payment of the vouchers as listed above.

Ms. Musson reported on the True Point software. Staff is reconciling IDMS data to TruePoint data in preparation to balance the assessment roll. The reconciliation began October 19<sup>th</sup> was completed on October 30<sup>th</sup>. With this reconciliation 13,587 segments of land will have been seen, analyzed, and any necessary corrections made. Balancing and verifying the minimum acre billing of the Assessment Role will be done the second half of November for the Equalization of Assessments at the December board meeting. Assessment forms have been ordered in preparation of printing Assessments in December. TruePoint staff will continue building a new water ordering page for TrueCIP to accommodate landowners of all sizes. Armanino will work with TruePoint and Data Associates to redirect Great Plains from IDMS to TruePoint for payroll and job costing. Armanino will be conducting the annual year end upgrade of Great Plains to bring payroll forms up to date including 1099s, W2s, and 941s.

Mr. Bos updated the Board on field operations. SVID crews are working on the winter projects such as piping and lining projects. Other duties include routine maintenance, beat repair, drain repairs, equipment maintenance and building components for the enclosed systems.

Mr. Bos presented the annual 2020 Bridge Mark Claims Services Report. Claim costs have gone down from \$5,531 in 2019 to \$4,253 in 2020 for the same reporting period. SVID received \$26,111.73 in payments for wage reimbursement for light duty workers and the SVID experience factor decreased to 1.32 in 2020 (2019 experience factor was 1.67).

Resolution 2020-11-01 Amending Section 9.A.2) Irrigation Assessments was brought before the Board for approval. After a discussion and upon a motion by Director Hogue that was seconded and unanimously carried, Resolution 2020-11-01 was approved. Said resolution is attached and is included as part of these minutes.

Resolution 2020-11-02 Amending Section 19 Water Delivery was brought before the Board for approval. After a discussion and upon a motion by Director Michels that was seconded and unanimously carried, Resolution 2020-11-02 was approved. Said resolution is attached and is included as part of these minutes.

Ms. Brady presented the 2021 SVID Budget and 2021 SVID Levy Rates. The Levy I rate was proposed at \$112.00 and the Levy II rate was proposed at \$120. A new levy rate was introduced, Levy X, which was the past incremental lands with a beneficial use water right, at \$115.25. After review and consideration, a motion was made by Director Hogue which was seconded, and unanimously carried, approving the 2021 Joint Drain, SVID Budgets, and 2021 Levy Rates.

A motion was made by Director Golob which was seconded, and unanimously carried, approving suspension of the 2021 assessments for all Piety Flat lands due to the fact the cost of production and processing of the assessments exceeds the assessment amount to be collected.

Ms. Brady presented the 2021 Excess Water Rates. Currently the 2020 Excess Water Rate is \$50/acre-ft. After review and consideration, a motion was made by Director Hogue which was seconded, and unanimously carried, approving the 2021 Excess Water Rate at \$50/acre-ft.

A motion was made by Director Hogue which was seconded, and unanimously carried, approving the sale of surplus parcel, 211010-13400, in 2021.


At 2:12 PM Chairman Simpson announced the Board would convene into Executive Session pursuant to RCW 42.30.110(1) (i) for approximately 15 minutes. The purpose of the meeting was to discuss with legal counsel, matters relating to litigation and potential litigation.

At 2:27 PM the Board reconvened into open session.

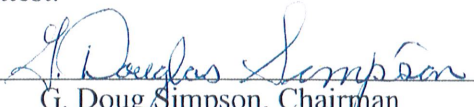
There being no further business, the meeting was adjourned at 2:27 PM.

November 3, 2020

Regular

  
Lori Brady, Secretary

Attest:

  
G. Doug Simpson, Chairman

November 3, 2020

497

Regular



**RESOLUTION**

**2020-11-01**

Amending Bylaws, Rules, and Regulations

Section 9; A 2. Irrigation Assessments

**WHEREAS;** the Board of Directors “the Board” of the Sunnyside Valley Irrigation District (SVID) has authority to modify its Bylaws, Rules and Regulations; and

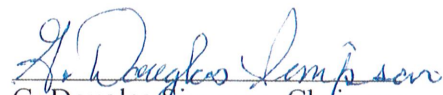
**WHEREAS;** the Board has determined the minimum billing needs to be clarified if the parcel has two different levy rates; and

**WHEREAS;** the Board desires to amend its Bylaws, Rules, and Regulations to reflect the clarifications; and

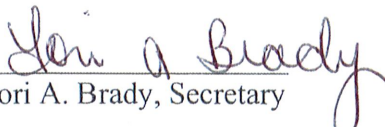
**NOW, THEREFORE BE IT RESOLVED:**

The Board hereby amends Section 9 A. 2., which is attached as Exhibit “A”.

Dated this 3<sup>rd</sup> day November of 2020.

  
G. Douglas Simpson, Chairman

Attest:

  
Lori A. Brady, Secretary

## EXHIBIT "A"

**A. IRRIGATION ASSESSMENTS (2011-04-01)**

1. Assessments shall be in proportion to the benefits accruing to the land assessed. Miscellaneous billings to landowners for the cost of repairs to District facilities pursuant to Section 15(G) and other charges, if unpaid on or after November 1 shall be added to the assessment roll for the following year and shall be a lien against the property to which they are assessed. If miscellaneous charges are contested, the entire assessment can be "protested in writing" and paid, or the assessment less the miscellaneous charge can be paid, the water delivered to the parcel and the contested charge later resolved by arbitration or agreement.
2. Parcels of less than one acre shall be assessed for a minimum of one acre. **If the parcel has two or more levy rates, the highest of the levy rates will be used for billing.** Two or more contiguous parcels in the same ownership may be combined to eliminate separate one-acre minimum assessments.
3. No assessment, costs, or interest may be considered invalid, illegal, or void because: of any irregularity in the assessment roll; the assessment roll has not been made, completed, or returned within the time required by law; or the property has been charged or listed in the assessment roll without name, or in any other name than that of the owner. No error or informality in the proceedings of any of the officers connected with the assessment may invalidate or in any other manner affect the assessment thereof. Any irregularities or informality in the assessment roll or in any of the proceedings connected with the assessment or any omission or defective act of any officer or officers connected with the assessment may be, at the discretion of the court corrected, supplied, and made to conform to the law by the court.<sup>1</sup>

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<sup>1</sup> RCW 87.06.060  
November 3, 2020

**RESOLUTION**

**2020-11-02**

Amending Section 19. Water Delivery, of the Bylaws, Rules, and Regulations

**WHEREAS;** the Board of Directors “the Board” of the Sunnyside Valley Irrigation District (SVID) has authority to modify its Bylaws, Rules and Regulations; and

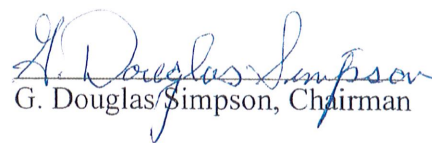
**WHEREAS;** the Board has made a decision to eliminate incremental delivery billing and water procedures; and

**WHEREAS;** the Board desires to amend its Bylaws, Rules, and Regulations to reflect the elimination of incremental water delivery and billings; and

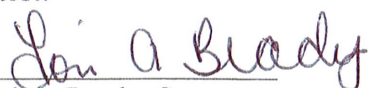
**NOW, THEREFORE BE IT RESOLVED:**

Section 19 subsection A is amended as set forth on Exhibit “A”

Dated this 3<sup>rd</sup> day November of 2020.

  
G. Douglas Simpson, Chairman

Attest:

  
Lori A. Brady, Secretary

## SECTION 19: WATER DELIVERY (2015-07-01)

## A. DEFINITIONS

1. Beneficial Water Rights – Water rights with no restrictions on allotment subject to supply, lateral capacity, and beneficial use.
2. Continuous Flow Allocation (CFA) — The instantaneous quantity that flowing continuously, would utilize the annual allotment (CFS). It is calculated by dividing the annual allotment by the number of days in the irrigation season (203) and by 1.9835.
3. Enclosed Conduit System - A piped irrigation water distribution and delivery system which operates under pressure and with fluctuations in demands which are regulated by the Sunnyside Canal system rather than an operational spillway. ~~The turnouts on the enclosed lateral systems are incremental deliveries. Typically these water users have the privilege of turning deliveries on and off at their convenience. This does not eliminate the need to order water in the same manner as other water users.~~
- ~~4. Incremental Deliveries — Deliveries providing water directly from the Sunnyside Canal, enclosed conduit systems, or other location where water is available on a modified demand basis except Washington Irrigation Company rights are subject to incremental pricing. Regardless of water right, the annual allotment is 3.0 AF/Ac and additional water may be purchased.~~
- 5.4. Limited Water Rights - Water rights which are restricted either by delivery or allotment. Within this group, some water rights permit the purchase of additional water after the base allotment has been used.
- ~~6.5.~~ Share of System Capacity (SSC) — This is based on a water duty of 3.0 AF/Ac which on an instantaneous basis is 3.35 GPM / Ac. Recommended design rate for on farm irrigation systems is 6.70 GPM /Ac) but should be capable of functioning at or near 100% of SSC during periods of rationing

## B. ASSESSMENTS

1. Limited Water rights (Levy I) — O&M is limited to \$1.00 per acre. All other costs are equally distributed per acre. Excess water charges apply except on certain rights noted above.
  - ~~1.~~ Beneficial Water Rights (Levy II) — All SVID costs are equally distributed per acre. No excess water use charge is applied. ~~unless delivered to an incremental delivery.~~
  - 2.
- ~~2.3.~~ There is no charge or assessments for Konewock Ditch Company lands.
- ~~3.4.~~ Piety Flat Ditch Company lands are charged \$0.50 per acre.



4. ~~Incremental Pricing — Levy I rate plus payment for excess water for all use over 3.0 AF/Ac. Levy X is a temporary levy rate for past incremental priced deliveries which were originally a beneficial water right. Incremental deliveries were deliveries providing water directly from the Sunnyside Canal, enclosed conduit systems, or other location where water is available on a modified demand basis.~~
5. Payment of all assessments is required before water will be delivered to any parcel. In the event of payment of assessments with a NSF check and /or water is inadvertently turned prior to payment and contact information is available, the landowner will be given 24 hours following notification before water is turned off.

#### C. BENEFICIAL WATER RIGHTS

1. Warren Act (WA) — Allotment may be 3.0 AF/Ac, 3.5 AF/Ac, or 4.5 AF/Ac.
2. District Special Warren Act (DSWA) – Allotment is 3.0 AF/Ac.
3. Public Notice (PN) – Allotment may be 3.0 AF/Ac, 3.5 AF/Ac, or 4.5 AF/Ac.
4. New Supplemental (NS) – Allotment may be 3.0 AF/Ac, 3.5 AF/Ac, or 4.5 AF/Ac.
5. Amended Supplemental (AS) – Allotment may be 3.0 AF/Ac, 3.5 AF/Ac, 4.0 AF/Ac, or 5.0 AF/Ac.
6. Amended Special Old Supplemental (ASOS) – Allotment may be 3.0 AF/Ac, 3.5 AF/Ac, 4.0 AF/Ac, or 5.0 AF/Ac.
7. Amended Special Supplemental (ASS) – Allotment may be 3.0 AF/Ac, 3.5 AF/Ac, 4.0 AF/Ac, or 5.0 AF/Ac.
8. District Supplemental (DS) – Allotment is 3.0 AF/Ac.
9. District Water Right (D) – Allotment is 3.0 AF/Ac.

#### D. ENCLOSED CONDUIT SYSTEMS (2019-11-01)

1. Individual turnout maximum flow rate shall not exceed 300% approximately 10 GPM / Ac and must be designed to operate at a minimum flow rate of 3.35 GPM / Ac. Excessively high flows through flow meters are discouraged because:
  - a. Rapid shutoff can cause damage to the District delivery systems and,
  - b. High flows can affect neighboring delivery pressures and degrade the District's infrastructure.
2. The restriction will be set by total acres on delivery.

3. Rotation agreements will only be allowed on same lateral.
4. City Deliveries, consisting of one acre or smaller parcels, will be restricted to 200%. If the district determines the delivery is largely used for agricultural purposes the restriction may not apply and may be waived at management's discretion.
5. A landowner may have the limit raised up to 450% (15 GPM/AC) on a delivery for a fee of \$30/AC, if it is determined it can be done without harm to district facilities. The fee applies to total parcel acreage on the delivery owned by the landowner. Fee is for the current water season only and will still apply if the lateral is at maximum capacity at peak season and landowner is unable to obtain more than 300%. Refunds will not be allowed if we cannot deliver more than 300% (situations such as capacity limits, water short year, etc.).
6. All landowners operating valves which may be used for cleaning screens, changing sets, testing lines, etc. shall close them slowly to avoid water hammer and resulting damage to SVID's facilities. The landowner shall not have access to facilities upstream of the "farmer flange."
7. An enclosed system is intended to be a modified demand system. Intent of the closed system is to give the landowner as much flexibility as possible without negatively impacting other district landowners. Water is to be ordered on and off at each delivery. The change can be made by a landowner at his or her convenience with proper communication between the landowner and ditch rider and if the proposed change does not negatively impact another landowner. Changes in flow shall be ordered also. Ordering water on and off, including changes, helps SVID control the overall system and assists the ditch rider to manage the water and water records of his beat.
8. The water volume shall be recorded in the District records using the meter volume indicator or instantaneous indicator to measure water use over time. The ditch rider will estimate the daily volume if a meter is not functioning properly.
9. Flow meter size shall be determined using the following table (based on assessed acres):

| Greater than | Less than or equal to | Flow meter size            |
|--------------|-----------------------|----------------------------|
| 0            | 2                     | 3/4" Gate Valve (no meter) |
| 2            | 6                     | 2" flow meter              |
| 6            | 15                    | 3" flow meter              |
| 15           | 30                    | 4" flow meter              |
| 30           | 70                    | 6" flow meter              |
| 70           | 125                   | 8" flow meter              |
| 125          | 200                   | 10" flow meter             |

E. EXCESS WATER FOR LIMITED WATER RIGHTS ~~AND INCREMENTAL DELIVERIES~~

1. The cost of excess water shall be established annually by the Board of Directors.
2. Water users shall be notified not more than 15 days nor less than 5 days before the allotment is used. Water will be shut off when full allotment has been delivered if excess water has not been purchased.
3. Excess must be purchased in sufficient quantities to pay for continuous flow until the next schedule ditch rider regulation.
4. At the end of the season, the water user will be refunded for all unused excess water purchased, provided however, no refunds will be issued for less than \$15.00.

~~F. INCREMENTAL DELIVERIES~~

- ~~1. Water users with incremental deliveries have the privilege of turning deliveries on and off at their convenience. This does not eliminate the need to order water in the same manner as other water users.~~
- ~~2. Ditch rider records will indicate the date and amount of water ordered on, and the date ordered off.~~
- ~~3. Accumulated use for deliveries not measured with flowmeters will be calculated in 24 hour increments as the amount used from the date ordered and delivered to the date ordered off.~~
- ~~4. For deliveries measured with flow meters, the usage will be shown on the totalizer register.~~
- ~~5. If a water user turns the delivery off without placing a water order in the same manner as other water users, the ditch rider will, upon observing the water off, will close and lock the control gate or valve and it will remain locked until a water order is placed.~~
- ~~6. Beginning in July of each year, monthly notices will be sent to landowners indicating the amount of water used to date.~~
- ~~7. On parcels served by a shared delivery with incremental pricing, the total allotment and total usage on delivery will be the basis for determining if the delivery has used its allotment based on the 3 AF/acre. Individual parcels which are less than 20% of the acreage on the total delivery acreage are not subject to incremental pricing.~~
- ~~8. The following deliveries will not be subject to incremental pricing if:~~



- ~~a. The lands are in a City Billing Agreement or are lands that share a delivery with a City with a Billing Agreement.~~
- ~~b. Five or more owners are assigned to a turnout.~~
- ~~c. Konewock Ditch Company and Piety Ditch Company lands are served.~~

~~If one or more ownerships add up to less than 20% of the total acreage assigned to the turnout, only the remaining ownership(s) will be subject to incremental pricing. Once the allotment has fully utilized, and the water users subject to incremental pricing elect not to purchase excess water, no further water will be supplied except as provided herein. The water user not subject to incremental pricing shall receive the proportionate share of the allotment for the turnout not to exceed 100% of SSC subject to available water supply unless excess water is purchased.~~

#### G.F. LIMITED WATER RIGHTS

1. Piety Flat (PF) – Allotment is 4.15 AF/Ac Assessments are \$0.50 / Ac. Additional water after the allotment is used (4.15 AF/Ac) can be purchased at the excess water rate.
2. Konewock – Restricted by number of shares owned by landowner. No provision for additional capacity. Note: 1 share = 0.11 CFS.
3. Washington Irrigation (W.I.) — Restricted to 1 CFS / 160 Ac or 2.62 AF / Ac. No provision for additional capacity or allotment.
4. Supplemental (S) — Allotment is 3.0 AF / Ac, 4.0 AF / Ac, 5.0 AF / Ac. Additional water may be purchased at the excess water rate.
5. Special Supplemental (SS) — Allotment is 2.62 AF / Ac. Additional water may be purchased at the excess water rate.
6. Special Old Supplemental (SOS) — Allotment is 2.62 AF / Ac. Additional water may be purchased at the excess water rate.
7. Special Warren Act (SWA) — Allotment is limited to 3.0 AF / Ac. Additional water may be purchased at the excess water rate.

#### H.G. SPECIAL CONTRACTS

1. Special Contract billed at Levy I rate (SPC1) — Allotment is 3.0 AF / Ac. These are contracts with the cities and towns without a Billing Agreement.
2. Special Contract billed at Levy II rate (SPC2)—Allotment is 3.0 AF / Ac. These are the contracts with cities and towns with a Billing Agreement.



3. Water Right Reserved (WR/R) Water right that was issued at one time and has since been cancelled.
4. Water Rental (R)—Water service contract between the landowner and SVID. The contract is not attached to the land and is not perpetual. The annual charge is 105% of the Levy II.
5. SVID / USBR Property (IDBR)

#### 11. IRRIGATION SERVICE

~~1.~~ Water orders must be placed on the "Automated System", ~~or given in written form to the ditch rider.~~

1.

2. Water deliveries/changes will be made Monday through Friday during SVID work hours except for holidays that are observed on the week day.

2.3. The maximum amount of water to be delivered to any land will be limited by the available supply, carrying capacity of the system, and beneficial use. Water users on laterals of limited capacity will be prorated equally subject to water rights.

3.4. If a landowner requests a non-emergency water delivery change during a time other than established work schedule, SVID may at its sole discretion make the change and charge the landowner as set forth in SVID's fee schedule elsewhere in these Bylaws, Rules, and Regulations.

4.5. The amount of water turned into any lateral or branch canal will be determined by management, based on capacity and available supply.

5.6. Land with Piety Flat (PF) rights will be delivered water according to CFA unless otherwise requested.

6.7. Land with Konewock (K) rights will be delivered water upon request based on Konewock Ditch Co. shares owned. There is no provision to purchase excess water.

7.8. Land with W.I. rights will be delivered upon request not to exceed the CFA based on allotment 2.62 AF / Ac. There is no provision to purchase excess water.

~~8. Water orders of unspecified amounts (Max) will be based on CFA. Water users with rights other than K and WI can request a higher delivery rate.~~

9. Delivery with Multiple Water Rights of One or More Owners:

- a. K, WI, (Includes \$0.50 WI rights mixed with beneficial rights — The instantaneous flow shall be the sum of the flow for the K, and WI plus 150% times the flow based on the beneficial right seasonal allotment.

- b. K, or WI, rights mixed with other limited water rights (PF, S, SS, SOS, or SWA) —Instantaneous delivery is subject to supply and lateral capacity. That annual allotment for delivery shall be the sum of the allotment for the K, WI, and PF, and the limited water rights. The aggregate water usage will be charged against the seasonal allotment and if additional water is requested beyond seasonal allotment, excess water must be purchased by the limited right holder(s).
  - c. Limited water rights with beneficial rights – No limit on instantaneous delivery subject to supply and lateral capacity. Unless excess water is purchased, delivery for the remainder of the season will be limited to K and WI CFA plus 150% of beneficial use rights' allocation.
10. Delivery to a turnout with multiple parcels some of which are unpaid will be according to allotment for the acres paid.
- a. Less than 25% of assigned acres paid — Delivery limited to 100% of CFA for the turnout.
  - b. 25% and 50% of acres paid — Delivery limited to 150% of CFA for the turnout.
  - c. Between 51% and 75% of acres paid — Delivery limited to 200% of CFA for the turnout.
  - d. Greater than 75% of assigned acres paid — No restriction on delivery for the turnout.

12. Pooling:

~~a. Incremental Deliveries~~

- ~~i. A single operator can pool deliveries with one or more other same operator deliveries. All deliveries so pooled are, or will become incremental deliveries with allotments of 3.0 AF/Ac and the requirement to purchase excess water if the pooled allotment is exceeded. The fee will be as set forth in SVID's fee schedule elsewhere in these Bylaws, Rules, and Regulations.~~
- ~~ii. If an operator wants to pool allotment on a shared delivery where it is 80% of the allotment of the shared delivery, the operator must pool the entire allotment of the delivery and will be obligated for all excess water and charges incurred on that shared delivery (including the 20% of that delivery). The fee will be as set forth in SVID's fee schedule elsewhere in these Bylaws, Rules, and Regulations.~~
- ~~iii. An operator who is assigned to a shared delivery who is less than 80% of the allotment of the shared delivery and who wants to pool that portion of~~

~~his/her allotment will be allowed to pool this allotment with the allotment on one or more same operator deliveries must meet one of the two criteria above. (i. or ii). A permanent Change in Point of Delivery Agreement (CPD) must be executed before the pool can be approved in order to meet the criteria above. The fee will be as set forth in SVID's fee schedule elsewhere in these Bylaws, Rules, and Regulations.~~

~~iv. All pool requests that don't meet the criteria above must be approved by management. The fee will be as set forth in SVID's fee schedule elsewhere in these Bylaws, Rules, and Regulations.~~

~~b.a. Non-Incremental~~ Deliveries:

- i. Water allotment for two or more parcels may be pooled between lands of the same ownership or operator, with like water rights, on the same ditch rider beat, and having limited water rights, subject to lateral capacity.
- ii. These pooling records will be maintained by the ditch riders. Timely notification for the cessation of service or purchase of excess water will be the responsibility of the ditch riders.

13. Rotation for capacity purposes will be permitted, subject to lateral capacity, if the following conditions exist:

- a. Same ownership or operator
- b. Same ditch rider beat
- c. Lands have same category of water rights
- d. In a short water year, upon a declaration by the Board of Directors of emergency water delivery procedures, the following additional water delivery procedures shall apply.
  - i. Rotation of water will be permitted for different ownerships operated by one individual upon execution of a rotation agreement.
  - ii. Water allocation and resultant capacity can be transferred from a parcel on one ditch rider beat to another parcel on another ditch rider beat once per season. This is a temporary transfer for the season and requires execution of a rotation agreement.
  - iii. Upon the execution of a rotation agreement and approval of the management, water allocation and resultant capacity can be rotated

among deliveries in an operation supervisor's jurisdiction. This will be coordinated between the landowner and the operations supervisor.

14. Rationing — Water delivery will be curtailed uniformly by delivery acres applied as a percentage of SSC (100% of SSC — 3.35 GPM / Ac).
15. Water for Frost Control (2019-11-01)
  - a. SVID policy regarding advance payment for delivery of irrigation service applies to the delivery of water for frost control.
  - b. Diversions for frost control will be limited to incremental deliveries, a drain, or a wasteway.
  - c. Any structure change to allow for the delivery of additional capacity will be at the expense of the landowner.
  - d. The maximum instantaneous flow permitted shall not exceed 400% of SSC (13.4 GPM / Ac) unless on an Enclosed System, which is limited at 300% of SSC (10 GPM/ Ac).
  - e. SVID will not be responsible for the non-availability of water delivery in part or in total.
  - f. The irrigation season will not be advanced for the benefit of frost control.
  - g. Delivery of water for frost control will be charged for on the same bases as irrigation service.
  - h. Frost water service for landowners with Konewock shares will be limited by their CFA.
16. A ditch rider will honor a landowner's request to turn his / her pump on or off subject to the following conditions:
  - a. The landowner will sign a release holding SVID harmless for any damage caused by operating the landowner's pump controls.
  - b. The access to the pump controls will be approved for safe passage by SVID management.
  - c. The electric control switch and associated installation will meet current electrical codes.
17. Any landowner violating SVID's Bylaws, Rules, and Regulations in a manner the District Manager determines threatens or endangers public safety, property, or SVID facilities, including any water delivery systems, or is in violation of any local, state, or federal regulations is subject to SVID stopping delivery of water. (2013-01-01)



- a. The landowner's irrigation service will not be turned on at the beginning of an irrigation season unless or until the infraction is satisfactorily resolved. The landowner will be notified in writing no later than March 20<sup>th</sup> of the year this method of enforcement is to be implemented.
- b. During the irrigation season, SVID may provide any landowner violating the Bylaws, Rules, and Regulations as set forth in Section 1 above with a thirty (30) day notice of violation. If landowner does not resolve the violation within the 30 days, SVID shall have authority to shut off all irrigation service until such time as the violation has been corrected.
- c. In an emergency situation that threatens injury to persons or property, SVID retains the right to make an immediate shut off of the water, and will provide notice to the landowner within a reasonable time, but SVID is not required to give such notice prior to shutting off the water.
- d. Except for emergency situations described in Article 4, above, the District Manager will not cause water delivery to be terminated without express authority from the Board of Directors. If cases in which the District Manager makes the determination that he must take immediate action, he will report the same at the next meeting of the Board of Directors.

#### J.I. WATER RIGHT TRANSFERS (2010-06-02)

- i. Water right contract amendments for intra-district water right transfers will be permitted subject to the following conditions:
  - i. No loss of revenue or expense to SVID
  - ii. Water rights are transferred within the same ownership,
  - iii. Water rights acres are aggregated in one location
  - iv. All fees associated with transfer will be paid by the landowner
  - v. No change of the District's 1/31/45 Consent Judgment or *Acquavella* water priority and allocation; and,
  - vi. No adverse affect on the SVID's ability to deliver water to other land within SVID.
  - vii. A document will be filed in the public record transferring the appurtenant water right from one parcel to the other.
  - viii. Intra-district water right transfers will be accomplished by water right contract amendments approved by the SVID's Board of Directors.

- ix. The transfer fee shall be as set forth in SVID's fee schedule elsewhere in these Bylaws, Rules, and Regulations.