



BEAR RIVER DOCUMENTS

Compact and Bylaws

Bear River Compact as Amended	Feb. 8, 1980
Bear River Commission Bylaws	Nov. 17, 2020

Commission Approved Procedures and Policies

Procedures for Depletion Estimates	Apr. 18, 2023
Procedures for Administration of Additional Storage Above Stewart Dam When Bear Lake is Spilling Pursuant to Article VI.C.	Nov. 23, 1993
Instructions for Meeting the Article XI Reporting Requirement	Nov. 23, 1993
Operating Instructions for Article IV.A.1.e – Upper Division Transfers	Apr. 18, 1995
Procedures for Bear Lake/Mud Lake Elevation Equivalency Calculations	Apr. 18, 1995
Procedures for Lower Division Water Delivery	Apr. 20, 2004
Position and Policy Concerning New Significant Water Right Filings and Development on the Bear River	Apr. 16, 2009

Miscellaneous Documents

Amended and Restated Bear Lake Settlement Agreement	Jul. 2, 2004
Operations Agreement for PacifiCorp's Bear River System	Apr. 18, 2000
Agreement Regarding the Bear River System	Oct. 5, 1999

Maps

Bear River Basin	
Bear River – Average Stream Flow and Depletions Schematic Map, 1941-1990	
Irrigation Diversions & Gaging Stations – Bear River Basin, USGS, 1946	

**BEAR RIVER COMPACT
AS AMENDED**

February 8, 1980

BEAR RIVER COMPACT AS AMENDED



Amended Compact unanimously approved
December 22, 1978
by
the duly appointed Commissioners
from those states of Idaho, Utah and Wyoming

Ratified
by the Legislatures of all three states in 1979

Congressional Consent Public Law 96-189
February 8, 1980

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Public Law 96-189

96th Congress

An Act

Feb 8, 1980
[H.R. 4320]

To consent to the amended Bear River Compact between the States of Utah, Idaho, and Wyoming.

Bear River Compact
Congressional consent

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the consent of Congress is given to the amended Bear River Compact between the States of Idaho, Utah, and Wyoming. Such compact reads as follows:

AMENDED BEAR RIVER COMPACT

Amended agreement
by Idaho, Utah and
Wyoming

The State of Idaho, the State of Utah and the State of Wyoming, acting through their respective Commissioners after negotiations participated in by a representative of the United States of America appointed by the President, have agreed to an Amended Bear River Compact as follows:

ARTICLE I

- A. The major purposes of this Compact are to remove the causes of present and future controversy over the distribution and use of the waters of the Bear River; to provide for efficient use of water for multiple purposes; to permit additional development of the water resources of Bear River; to promote interstate comity; and to accomplish an equitable apportionment of the waters of the Bear River among the compacting States.
- B. The physical and all other conditions peculiar to the Bear River constitute the basis for this Compact. No general principle or precedent with respect to any other interstate stream is intended to be established.

ARTICLE II

Definitions

As used in this Compact the term

1. "Bear River" means the Bear River and its tributaries from its source in the Uinta Mountains to its mouth in Great Salt Lake;
2. "Bear Lake" means Bear Lake and Mud Lake;
3. "Upper Division" means the portion of Bear River from its source in the Uinta Mountains to and including Pixley Dam, a diversion dam in the Southeast Quarter of Section 25, Township 23 North, Range 120 West, Sixth Principal Meridian, Wyoming;
4. "Central Division" means the portion of Bear River from Pixley Dam to and including Stewart Dam, a diversion dam in Section 34, Township 13 South, Range 44 East, Boise Base and Meridian, Idaho;
5. "Lower Division" means the portion of the Bear River between Stewart Dam and Great Salt Lake, including Bear Lake and its tributary drainage;
6. "Upper Utah Section Diversions" means the sum of all diversions in second-feet from the Bear River and the tributaries of the Bear River joining the Bear River

- upstream from the point where the Bear River crosses the Utah-Wyoming State line above Evanston, Wyoming; excluding the diversions by the Hilliard East Fork Canal, Lannon Canal, Lone Mountain Ditch, and Hilliard West Side Canal;
7. “Upper Wyoming Section Diversions” means the sum of all diversions in second-feet from the Bear River main stem from the point where the Bear River crosses the Utah-Wyoming State line above Evanston, Wyoming, to the point where the Bear River crosses the Wyoming-Utah State line east of Woodruff, Utah, and including the diversions by the Hilliard East Fork Canal, Lannon Canal, Lone Mountain Ditch, and Hilliard West Side Canal;
 8. “Lower Utah Section Diversions” means the sum of all diversions in second-feet from the Bear River main stem from the point where the Bear River crosses the Wyoming-Utah State line east of Woodruff, Utah, to the point where the Bear River crosses the Utah-Wyoming State line northeast of Randolph, Utah;
 9. “Lower Wyoming Section Diversions” means the sum of all diversions in second-feet from the Bear River main stem from the point where the Bear River crosses the Utah-Wyoming State line northeast of Randolph to and including the diversion at Pixley Dam;
 10. “Commission” means the Bear River Commission, organized pursuant to Article III of this Compact;
 11. “Water user” means a person, corporation, or other entity having a right to divert water from the Bear River for beneficial use;
 12. “Second-foot” means a flow of one cubic foot of water per second of time passing a given point;
 13. “Acre-foot” means the quantity of water required to cover one acre to a depth of one foot, equivalent to 43,560 cubic feet;
 14. “Biennium” means the 2-year period commencing on October 1 of the first odd-numbered year after the effective date of this Compact and each 2-year period thereafter;
 15. “Water year” means the period beginning October 1 and ending September 30 of the following year;
 16. “Direct flow” means all water flowing in a natural watercourse except water released from storage or imported from a source other than the Bear River watershed;
 17. “Border Gaging Station” means the stream flow gaging station in Idaho on the Bear River above Thomas Fork near the Wyoming-Idaho boundary line in the Northeast Quarter of the Northeast Quarter of Section 15, Township 14 South, Range 46 East, Boise Base and Meridian, Idaho;
 18. “Smiths Fork” means a Bear River tributary which rises in Lincoln County, Wyoming, and flows in a general southwesterly direction to its confluence with Bear River near Cokeville, Wyoming;
 19. “Grade Creek” means a Smiths Fork tributary which rises in Lincoln County, Wyoming, and flows in a westerly direction and in its natural channel is tributary to Smiths Fork in Section 17, Township 25 North, Range 118 West, Sixth Principal Meridian, Wyoming;
 20. “Pine Creek” means a Smiths Fork tributary which rises in Lincoln County, Wyoming, emerging from its mountain canyon in Section 34, Township 25 North, Range 118 West, Sixth Principal Meridian, Wyoming, and in its natural channel is tributary to Smiths Fork in Section 36, Township 25 North, Range 119 West, Sixth Principal Meridian, Wyoming;
 21. “Bruner Creek” and “Pine Creek Springs” means Smiths Fork tributaries which rise

- in Lincoln County, Wyoming, in Sections 31 and 32, Township 25 North, Range 118 West, Sixth Principal Meridian, and in their natural channels are tributary to Smiths Fork in Section 36, Township 25 North, Range 119 West, Sixth Principal Meridian, Wyoming;
22. “Spring Creek” means a Smiths Fork tributary which rises in Lincoln County, Wyoming, in Sections 1 and 2, Township 24, Range 119 West, Sixth Principal Meridian, Wyoming, and flows in a general westerly direction to its confluence with Smiths Fork in Section 4, Township 24 North, Range 119 West, Sixth Principal Meridian, Wyoming;
 23. “Sublette Creek” means the Bear River tributary which rises in Lincoln County, Wyoming, and flows in a general westerly direction to its confluence with Bear River in Section 20, Township 24 North, Range 119 West, Sixth Principal Meridian, Wyoming;
 24. “Hobble Creek” means the Smiths Fork tributary which rises in Lincoln County, Wyoming, and flows in a general southwesterly direction to its confluence with Smiths Fork in Section 35, Township 28 North, Range 118 West, Sixth Principal Meridian, Wyoming;
 25. “Hilliard East Fork Canal” means that irrigation canal which diverts water from the right bank of the East Fork of Bear River in Summit County, Utah, at a point West 1,310 feet and North 330 feet from the Southeast corner of Section 16, Township 2 North, Range 10 East, Salt Lake Base and Meridian, Utah, and runs in a northerly direction crossing the Utah-Wyoming State line into the Southwest Quarter of Section 21, Township 12 North, Range 119 West, Sixth Principal Meridian, Wyoming;
 26. “Lannon Canal” means that irrigation canal which diverts water from the right bank of the Bear River in Summit County, Utah, East 1,480 feet from the West Quarter corner of Section 19, Township 3 North, Range 10 East, Salt Lake Base and Meridian, Utah, and runs in a northerly direction crossing the Utah-Wyoming State line into the South Half of Section 20, Township 12 North, Range 119 West, Sixth Principal Meridian, Wyoming;
 27. “Lone Mountain Ditch” means that irrigation canal which diverts water from the right bank of the Bear River in Summit County, Utah, North 1,535 feet and East 1,120 feet from the West Quarter corner of Section 19, Township 3 North, Range 10 East, Salt Lake Base and Meridian, Utah, and runs in a northerly direction crossing the Utah-Wyoming State line into the South Half of Section 20, Township 12 North, Range 119 West, Sixth Principal Meridian, Wyoming;
 28. “Hilliard West Side Canal” means that irrigation canal which diverts water from the right bank of the Bear River in Summit County, Utah, at a point North 2,190 feet and East 1,450 feet from the South Quarter corner of Section 13, Township 3 North, Range 9 East, Salt Lake Base and Meridian, Utah, and runs in a northerly direction crossing the Utah-Wyoming State line into the South Half of Section 20, Township 12 North, Range 119 West, Sixth Principal Meridian, Wyoming;
 29. “Francis Lee Canal” means that irrigation canal which diverts water from the left bank of the Bear River in Uinta County, Wyoming, in the Northeast Quarter corner of Section 30, Township 18 North, Range 120 West, Sixth Principal Meridian, Wyoming, and runs in a westerly direction across the Wyoming-Utah State line into Section 16, Township 9 North, Range 8 East, Salt Lake Base and Meridian, Utah;
 30. “Chapman Canal” means that irrigation canal which diverts water from the left bank of the Bear River in Uinta County, Wyoming, in the Northeast Quarter of

Section 36, Township 16 North, Range 121 West, Sixth Principal Meridian, Wyoming, and runs in a northerly direction crossing over the low divided into the Saleratus drainage basin near the Southeast corner of Section 36, Township 17 North, Range 121 West, Sixth Principal Meridian, Wyoming, and then in a general westerly direction crossing the Wyoming-Utah State line;

31. “Neponset Reservoir” means that reservoir located principally in Sections 34 and 35, Township 8 North, Range 7 East, Salt Lake Base and Meridian, Utah, having a capacity of 6,900 acre-feet.

ARTICLE III

Bear River
Commission,
establishment and
membership

- A. There is hereby created an interstate administrative agency to be known as the “Bear River Commission” which is hereby constituted a legal entity and in such name shall exercise the powers hereinafter specified. The Commission shall be composed of nine Commissioners, three Commissioners representing each signatory State, and if appointed by the President, one additional Commissioner representing the United States of America who shall serve as chairman, without vote. Each Commissioner, except the chairman, shall have one vote. The State Commissioners shall be selected in accordance with State law. Six Commissioners who shall include two Commissioners from each State shall constitute a quorum. The vote of at least two-thirds of the Commissioners when a quorum is present shall be necessary for the action of the Commission.

Compensation and
expenses

- B. The compensation and expenses of each Commissioner and each adviser shall be paid by the government which he represents. All expenses incurred by the Commission in the administration of this Compact, except those paid by the United States of America, shall be paid by the signatory States on an equal basis.

Powers

- C. The Commission shall have power to:
1. Adopt bylaws, rules, and regulations not inconsistent with this Compact;
 2. Acquire, hold, convey or otherwise dispose of property;
 3. Employ such persons and contract for such services as may be necessary to carry out its duties under this Compact;
 4. Sue and be sued as a legal entity in any court of record of a signatory State, and in any court of the United States having jurisdiction of such action;
 5. Co-operate with State and Federal agencies in matters relating to water pollution of interstate significance;
 6. Perform all functions required of it by this Compact and do all things necessary, proper or convenient in the performance of its duties hereunder, independently or in co-operation with others, including State and Federal agencies.

Report, transmittal to
President and
Governors

- D. The Commission shall:
1. Enforce this Compact and its order made hereunder by suit or other appropriate action;
 2. Compile a report covering the work of the Commission and expenditures during the current biennium, and an estimate of expenditures for the following biennium and transmit it to the President of the United States and to the Governors of the signatory States on or before July 1 following each biennium.

ARTICLE IV

Water rights,
limitations

Rights to direct flow water shall be administered in each signatory State under State law, with the following limitations:

- A. When there is a water emergency, as hereinafter defined for each division, water shall be distributed therein as provided below.

1. Upper Division

- a. When the divertible flow as defined below for the Upper Division is less than 1,250 second-feet, a water emergency shall be deemed to exist therein and such divertible flow is allocated for diversion in the river sections of the Division as follows:

Upper Utah Section Diversions	0.6 percent
Upper Wyoming Section Diversions	49.3 percent
Lower Utah Section Diversions	40.5 percent
Lower Wyoming Section Diversions	9.6 percent

Such divertible flow shall be the total of the following five items:

- (1) Upper Utah Section Diversions in second-feet
 - (2) Upper Wyoming Section Diversions in second-feet
 - (3) Lower Utah Section Diversions in second-feet
 - (4) Lower Wyoming Section Diversions in second-feet
 - (5) The flow in second-feet passing Pixley Dam
- b. The Hilliard East Fork Canal, Lannon Canal, Lone Mountain Ditch, and Hilliard West Side Canal, which divert water in Utah to irrigate lands in Wyoming, shall be supplied from the divertible flow allocated to the Upper Wyoming Section Diversions.
- c. The Chapman, Bear River, and Francis Lee Canals, which divert water from the main stem of Bear River in Wyoming to irrigate lands in both Wyoming and Utah, shall be supplied from the divertible flow allocated to the Upper Wyoming Section Diversions.
- d. The Beckwith Quinn West Side Canal, which diverts water from the main stem of Bear River in Utah to irrigate lands in both Utah and Wyoming, shall be supplied from the divertible flow allocated to the Lower Utah Section Diversions.
- e. If for any reason the aggregate of all diversions in a river section of the Upper Division does not equal the allocation of water thereto, the unused portion of such allocation shall be available for use in the other river sections in the Upper Division in the following order: (1) In the other river section of the same State in which the unused allocation occurs; and (2) in the river sections of the other State. No permanent right of use shall be established by the distribution of water pursuant to this paragraph e.
- f. Water allocated to the several sections shall be distributed in each section in accordance with State law.

2. Central Division

- a. When either the divertible flow as hereinafter defined for the Central Division is less than 870 second-feet, or the flow of the Bear River at Border Gaging Station is less than 350 second-feet, whichever shall first occur, a water emergency shall be deemed to exist in the Central Division and the total of all diversions in Wyoming from Grade Creek, Pine Creek, Bruner Creek and Pine Creek Springs, Spring Creek, Sublette Creek, Smiths

Fork, and all the tributaries of Smiths Fork above the mouth of Hobble Creek including Hobble Creek, and from the main stem of the Bear River between Pixley Dam and the point where the river crosses the Wyoming-Idaho State line near Border shall be limited for the benefit of the State of Idaho, to not exceed forty-three (43) percent of the divertible flow. The remaining fifty-seven (57) percent of the divertible flow shall be available for use in Idaho in the Central Division, but if any portion of such allocation is not used therein it shall be available for use in Idaho in the Lower Division.

The divertible flow for the Central Division shall be the total of the following three items:

(1) Diversions in second-feet in Wyoming consisting of the sum of all diversions from Grade Creek, Pine Creek, Bruner Creek and Pine Creek Springs, Spring Creek, Sublette Creek, and Smiths Fork and all the tributaries of Smiths Fork above the mouth of Hobble Creek including Hobble Creek, and the main stem of the Bear River between Pixley Dam and the point where the river crosses the Wyoming-Idaho State line near Border, Wyoming.

(2) Diversions in second-feet in Idaho from the Bear River main stem from the point where the river crosses the Wyoming-Idaho State line near Border to Stewart Dam including West Fork Canal which diverts at Stewart Dam.

(3) Flow in second-feet of the Rainbow Inlet Canal and of the Bear River passing downstream from Stewart Dam.

- b. The Cook Canal, which diverts water from the main stem of the Bear River in Wyoming to irrigate lands in both Wyoming and Idaho, shall be considered a Wyoming diversion and shall be supplied from the divertible flow allocated to Wyoming.
- c. Water allocated to each State shall be distributed in accordance with State law.

3. Lower Division

- a. When the flow of water across the Idaho-Utah boundary line is insufficient to satisfy water rights in Utah, covering water applied to beneficial use prior to January 1, 1976, any water user in Utah may file a petition with the Commission alleging that by reason of diversions in Idaho he is being deprived of water to which he is justly entitled, and that by reason thereof, a water emergency exists, and requesting distribution of water under the direction of the Commission. If the Commission finds a water emergency exists, it shall put into effect water delivery schedules based on priority of rights and prepared by the Commission without regard to the boundary line for all or any part of the Division, and during such emergency, water shall be delivered in accordance with such schedules by the State official charged with the administration of public waters.

- B. The Commission shall have authority upon its own motion (1) to declare a water emergency in any or all river divisions based upon its determination that there are diversions which violate this Compact and which encroach upon water rights in a lower State, (2) to make appropriate orders to prevent such encroachments, and (3) to enforce such orders by action before State administrative officials or by court proceedings.

Emergency declaration
authority

User's water rights,
petition filing

Water delivery
schedules

Joint water
commissioner

Interstate water
delivery schedules,
findings of fact

Prima facie evidence

Emergency
termination

- C. When the flow of water in an interstate tributary across a State boundary line is insufficient to satisfy water rights on such tributary in a lower State, any water user may file a petition with the Commission alleging that by reason of diversions in an upstream State he is being deprived of water to which he is justly entitled and that by reason thereof a water emergency exists, and requesting distribution of water under the direction of the Commission. If the Commission finds that a water emergency exists and that interstate control of water of such tributary is necessary, it shall put into effect water delivery schedules based on priority of rights and prepared without regard to the State boundary line. The State officials in charge of water distribution on interstate tributaries may appoint and fix the compensation and expenses of a joint water commissioner for each tributary. The proportion of the compensation and expenses to be paid by each State shall be determined by the ratio between the number of acres therein which are irrigated by diversions from such tributary, and the total number of acres irrigated from such tributary.
- D. In preparing interstate water delivery schedules the Commission, upon notice and after public hearings, shall make findings of fact as to the nature, priority, and extent of water rights, rates of flow, duty of water, irrigated acreages, types of crops, time of use, and related matters; provided that such schedules shall recognize and incorporate therein priority of water rights as adjudicated in each of the signatory States. Such findings of fact shall, in any court or before any tribunal, constitute prima facie evidence of the facts found.
- E. Water emergencies provided for herein shall terminate on September 30 of each year unless terminated sooner or extended by the Commission.

ARTICLE V

Lower Division water
rights, Idaho and Utah

- A. Water rights in the Lower Division acquired under the laws of Idaho and Utah covering water applied to beneficial use prior to January 1, 1976, are hereby recognized and shall be administered in accordance with State law based on priority of rights as provided in Article IV, paragraph A3. Rights to water first applied to beneficial use on or after January 1, 1976, shall be satisfied from the respective allocations made to Idaho and Utah in this paragraph and the water allocated to each State shall be administered in accordance with State law. Subject to the foregoing provisions, the remaining water in the Lower Division, including ground water tributary to the Bear River, is hereby apportioned for use in Idaho and Utah as follows:
- (1) Idaho shall have the first right to the use of such remaining water resulting in an annual depletion of not more than 125,000 acre-feet.
 - (2) Utah shall have the second right to the use of such remaining water resulting in an annual depletion of not more than 275,000 acre-feet.
 - (3) Idaho and Utah shall each have an additional right to deplete annually on an equal basis, 75,000 acre-feet of the remaining water after the rights provided by subparagraphs (1) and (2) above have been satisfied.
 - (4) Any remaining water in the Lower Division after the allocations provided for in subparagraphs (1), (2), and (3) above have been satisfied shall be divided; thirty (30) percent to Idaho and seventy (70) percent to Utah.

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| Allocation charge | B. Water allocated under the above subparagraphs shall be charged against the State in which it is used regardless of the location of the point of diversion. |
| Depletions | C. Water depletions permitted under provisions of subparagraphs (1), (2), (3), and (4) above, shall be calculated and administered by a Commission-approved procedure. |

ARTICLE VI

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| Reservoir storage rights | A. Existing storage rights in reservoirs constructed above Stewart Dam prior to February 4, 1955, are as follows: |
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Idaho 324 acre-feet
 Utah 11,850 acre-feet
 Wyoming 2,150 acre-feet

Additional rights are hereby granted to store in any water year above Stewart Dam, 35,500 acre-feet of Bear River water and no more under this paragraph for use in Utah and Wyoming; and to store in any water year in Idaho or Wyoming on Thomas Fork 1,000 acre-feet of water for use in Idaho. Such additional storage rights shall be subordinate to, and shall not be exercised when the effect thereof will be to impair or interfere with (1) existing direct flow rights for consumptive use in any river division and (2) existing storage rights above Stewart Dam, but shall not be subordinate to any right to store water in Bear Lake or elsewhere below Stewart Dam. One-half of the 35,500 acre-feet of additional storage right above Stewart Dam so granted to Utah and Wyoming is hereby allocated to Utah, and the remaining one-half thereof is allocated to Wyoming.

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| Additional storage rights | B. In addition to the rights defined in Paragraph A of this Article, further storage entitlements above Stewart Dam are hereby granted. Wyoming and Utah are granted an additional right to store in any year 70,000 acre-feet of Bear River water for use in Utah and Wyoming to be divided equally; and Idaho is granted an additional right to store 4,500 acre-feet of Bear River water in Wyoming or Idaho for use in Idaho. Water rights granted under this paragraph and water appropriated, including ground water tributary to Bear River, which is applied to beneficial use on or after January 1, 1976, shall not result in an annual increase in depletion of the flow of the Bear River and its tributaries above Stewart Dam of more than 28,000 acre-feet in excess of the depletion as of January 1, 1976. Thirteen thousand (13,000) acre-feet of the additional depletion above Stewart Dam is allocated to each of Utah and Wyoming, and two thousand (2,000) acre-feet is allocated to Idaho. |
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Limitations	The additional storage rights provided for in this paragraph shall be subordinate to, and shall not be exercised when the effect thereof will be to impair or interfere with (1) existing direct flow rights for consumptive use in any river division and (2) existing storage rights above Stewart Dam, but shall not be subordinate to any right to store water in Bear Lake or elsewhere below Stewart Dam; provided, however, there shall be no diversion of water to storage above Stewart Dam under this Paragraph B when the water surface elevation of Bear Lake is below 5,911.00
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feet, Utah Power & Light Company datum (the equivalent of elevation 5,913.75 feet based on the sea level datum of 1929 through the Pacific Northwest Supplementary Adjustment of 1947). Water depletions permitted under this Paragraph B shall be calculated and administered by a Commission-approved procedure.

- C. In addition to the rights defined in Article VI, Paragraphs A and B, Idaho, Utah and Wyoming are granted the right to store and use water above Stewart Dam that otherwise would be bypassed or released from Bear Lake at times when all other direct flow and storage rights are satisfied. The availability of such water and the operation of reservoir space to store water above Bear Lake under this paragraph shall be determined by a Commission-approved procedure. The storage provided for in this paragraph shall be subordinate to all other storage and direct flow rights in the Bear River. Storage rights under this paragraph shall be exercised with equal priority on the following basis: six (6) percent thereof to Idaho; forty-seven (47) percent thereof to Utah; and forty-seven (47) percent thereof to Wyoming.

Irrigation reserve

- D. The waters of Bear Lake below elevation 5,912.91 feet, Utah Power and Light Company Bear Lake datum (the equivalent of elevation 5,915.66 feet based on the sea level datum of 1929 through the Pacific Northwest Supplementary Adjustment of 1947) shall constitute a reserve for irrigation. The water of such reserve shall not be released solely for the generation of power, except in emergency, but after release for irrigation it may be used in generating power if not inconsistent with its use for irrigation. Any water in Bear Lake in excess of that constituting the irrigation reserve may be used for the generation of power or for other beneficial uses. As new reservoir capacity above the Stewart Dam is constructed to provide additional storage pursuant to Paragraph A of this Article, the Commission shall make a finding in writing as to the quantity of additional storage and shall thereupon make an order increasing the irrigation reserve in accordance with the following table:

Additional Storage (acre-feet)	Lake surface elevation	
	Utah Power and Light Company	Bear Lake datum
5,000	5,913.24	
10,000	5,913.56	
15,000	5,913.87	
20,000	5,914.15	
25,000	5,914.41	
30,000	5,914.61	
35,500	5,914.69	
36,500	5,914.70	

- E. Subject to existing rights, each State shall have the use of water, including ground water, for ordinary domestic and stock watering purposes, as determined by State law and shall have the right to impound water for such proposes in reservoirs having storage capacities not in excess, in any case, of 20 acre-feet, without deduction from the allocation made by paragraphs A, B, and C of this Article.

- F. The storage rights in Bear Lake are hereby recognized and confirmed subject only to the restrictions hereinbefore recited.

ARTICLE VII

Development projects It is the policy of the signatory States to encourage additional projects for the development of the water resources of the Bear River to obtain the maximum beneficial use of water with a minimum of waste, and in furtherance of such policy, authority is granted within the limitations provided by this Compact to investigate, plan, construct, and operate such projects without regard to State boundaries, provided that water rights for each such project shall, except as provided in Article VI, paragraphs A and B, thereof, be subject to rights theretofore initiated and in good standing.

ARTICLE VIII

Water rights,
acquisition A. No State shall deny the right of the United States of America, and subject to the conditions hereinafter contained, no State shall deny the right of another signatory State, any person or entity of another signatory State, to acquire rights to the use of water or to construct or to participate in the construction and use of diversion works and storage reservoirs with appurtenant works, canals, and conduits in one State for use of water in another State, either directly or by exchange. Water rights acquired for out-of-state use shall be appropriated in the State where the point of diversion is located in the manner provided by law for appropriation of water for use within such State.

Property rights,
acquisition B. Any signatory State, any person or any entity of any signatory State, shall have the right to acquire in any other signatory State such property rights as are necessary to the use of water in conformity with this Compact by donation, purchase, or, as hereinafter provided through the exercise of the power of eminent domain in accordance with the law of the State in which such property is located. Any signatory State, upon the written request of the Governor of any other signatory State for the benefit of whose water users property is to be acquired in the State to which such written request is made, shall proceed expeditiously to acquire the desired property either by purchase at a price acceptable to the requesting Governor, or if such purchase cannot be made, then through the exercise of its power of eminent domain and shall convey such property to the requesting State or to the person or entity designated by its Governor, provided that all costs of acquisition and expenses of every kind and nature whatsoever incurred in obtaining such property shall be paid by the requesting State or the person or entity designated by its Governor.

Facilities, State
authority C. Should any facility be constructed in a signatory State by and for the benefit of another signatory State or persons or entities therein, as above provided, the construction, repair, replacement, maintenance and operation of such facility shall be subject to the laws of the State in which the facility is located.

Facilities, taxation D. In the event lands or other taxable facilities are acquired by a signatory State in another signatory State for the use and benefit of the former, the users of the water made available by such facilities, as a condition precedent to the use thereof, shall pay to the political subdivisions of the State in which such facilities are located,

each and every year during which such rights are enjoyed for such proposes, a sum of money equivalent to the average of the amount of taxes annually levied and assessed against the land and improvements thereon during the ten years preceding the acquisition of such land. Said payments shall be in full reimbursement for the loss of taxes in such political subdivision of the State.

- E. Rights to the use of water acquired under this Article shall in all respects be subject to this Compact.

ARTICLE IX

Water exchanges

Stored water, or water from another watershed may be turned into the channel of the Bear River in one State and a like quantity, with allowance for loss by evaporation, transpiration, and seepage, may be taken out of the Bear River in another State either above or below the point where the water is turned into the channel, but in making such exchange the replacement water shall not be inferior in quality for the purpose used or diminished in quantity. Exchanges shall not be permitted if the effect thereof is to impair vested rights or to cause damage for which no compensation is paid. Water from another watershed or source which enters the Bear River by actions within a State may be claimed exclusively by that State and use thereof by that State shall not be subject to the depletion limitations of Articles IV, V and VI. Proof of any claimed increase in flow shall be the burden of the State making such claim, and it shall be approved only by the unanimous vote of the Commission.

ARTICLE X

Interstate canals,
water use

- A. The following rights to the use of Bear River water carried in interstate canals are recognized and confirmed.

Name of Canal	Date of priority	Primary right second- feet	<u>Lands irrigated</u>	
			Acres	State
Hilliard East Fork	1914	28.00	2,644	Wyoming
Chapman	8-13-86	16.46	1,155	Wyoming
	8-13-86	98.46	6,892	Utah
	4-12-12	.57	40	Wyoming
	5- 3-12	4.07	285	Utah
	5-21-12	10.17	712	Utah
	2- 6-13	.79	55	Wyoming
	8-28-05	¹ 134.00		
Francis Lee	1879	2.20	154	Wyoming
	1879	7.41	519	Utah

¹Under the right as herein confirmed not to exceed 134 second-feet may be carried across the Wyoming-Utah State line in the Chapman Canal at any time for filling the Neponset Reservoir, for irrigation of land in Utah and for other purposes. The storage right in Neponset Reservoir is for 6,900 acre-feet, which is a component part of the irrigation right for the Utah lands listed above.

Administration

All other rights to the use of water carried in interstate canals and ditches, as adjudicated in the State in which the point of diversion is located, are recognized and confirmed.

- B. All interstate rights shall be administered by the State in which the point of diversion is located and during times of water emergency, such rights shall be filled from the allocations specified in Article IV hereof for the Section in which the point of diversion is located, with the exception that the diversion of water into the Hilliard East Fork Canal, Lannon Canal, Lone Mountain Ditch, and Hilliard West Side Canal shall be under the administration of Wyoming. During times of water emergency these canals and the Lone Mountain Ditch shall be supplied from the allocation specified in Article IV for the Upper Wyoming Section Diversions.

ARTICLE XI

Applications

Applications for appropriation, for change of point of diversion, place and nature of use, and for exchange of Bear River water shall be considered and acted upon in accordance with the law of the State in which the point of diversion is located, but no such application shall be approved if the effect thereof will be to deprive any water user in another State of water to which he is entitled, nor shall any such application be approved if the effect thereof will be an increase in the depletion of the flow of the Bear River and its tributaries beyond the limits authorized in each State in Articles IV, V and VI of this Compact. The official of each State in charge of water administration shall, at intervals and in the format established by the Commission, report on the status of use of the respective allocations.

Allocation status
report

ARTICLE XII

Nothing in this Compact shall be construed to prevent the United States, a signatory State or political subdivision thereof, person, corporation, or association, from instituting or maintaining any action or proceeding, legal or equitable, for the protection of any right under State or Federal law or under this Compact.

ARTICLE XIII

Nothing contained in this Compact shall be deemed:

1. To affect the obligations of the United States of America to the Indian tribes;
2. To impair, extend or otherwise affect any right or power of the United States, its agencies or instrumentalities involved herein; nor the capacity of the United States to hold or acquire additional rights to the use of the water of the Bear River;
3. To subject any property or rights of the United States to the laws of the States which were not subject thereto prior to the date of this Compact;
4. To subject any property of the United States to taxation by the States or any subdivision thereof, nor to obligate the United States to pay any State or subdivision thereof for loss of taxes.

ARTICLE XIV

Commission review
and proposed
amendments

At intervals not exceeding twenty years, the Commission shall review the provisions hereof, and after notice and public hearing, may propose amendments to any such provision, provided, however, that the provisions contained herein shall remain in full

force and effect until such proposed amendments have been ratified by the legislatures of the signatory States and consented to by Congress.

ARTICLE XV

Termination of
Compact

This Compact may be terminated at any time by the unanimous agreement of the signatory States. In the event of such termination all rights established under it shall continue unimpaired.

ARTICLE XVI

Constitutionality of
provision

Should a court of competent jurisdiction hold any part of this Compact to be contrary to the constitution of any signatory State or to the Constitution of the United States, all other severable provisions of this Compact shall continue in full force and effect.

ARTICLE XVII

Ratification and notice

This Compact shall be in effect when it shall have been ratified by the Legislature of each signatory State and consented to by the Congress of the United States of America. Notice of ratification by the legislatures of the signatory States shall be given by the Governor of each signatory State to the Governor of each of the other signatory States and to the President of the United States of America, and the President is hereby requested to give notice to the Governor of each of the signatory States of approval by the Congress of the United States of America.

IN WITNESS WHEREOF, the Commissioners and their advisers have executed this Compact in five originals, one of which shall be deposited with the General Services Administration of the United States of America, one of which shall be forwarded to the Governor of each of the signatory States, and one of which shall be made a part of the permanent records of the Bear River Commission.

Done at Salt Lake City, Utah, this 22nd day of December, 1978.

For the State of Idaho:

(s) Clifford J. Skinner

(s) J. Daniel Roberts

(s) Don W. Gilbert

For the State of Utah:

(s) S. Paul Holmgren

(s) Simeon Weston

(s) Daniel F. Lawrence

For the State of Wyoming:

(s) George L. Christopoulos

(s) J. W. Myers

(s) John A. Teichert

Approved:

Wallace N. Jibson

Representative of the United States of America

Attest:

Daniel F. Lawrence

Secretary of the Bear River Commission

Approved February 8, 1980.

STATE AMENDING LEGISLATION

WYOMING: Enrolled Act No. 41
Amended W.S. 41-12-101
March 6, 1979

UTAH: Enrolled Copy S.B. No. 255
Amended Section 73-16-2, Ut. Code Annot. 1953
May 8, 1979

IDAHO: Senate Bill No. 1162
Amended Section 42-3402, Idaho Code
April 5, 1979

LEGISLATIVE HISTORY:

HOUSE REPORT No. 96-524 (Comm. on Interior and Insular Affairs).
SENATE REPORT No. 96-526 accompanying S. 1489 (Comm. on the Judiciary).
CONGRESSIONAL RECORD:
Vol. 125 (1979): Nov. 27, considered and passed House.
Dec. 20, S. 1489 considered and passed Senate.
Vol. 126 (1980): Jan. 23, considered and passed Senate.

BEAR RIVER COMMISSION BYLAWS

November 17, 2020

HISTORY OF REVISIONS

April 19, 2011 – changes to the Article VI Fiscal section

November 13, 2012 – changes to meeting notices (Article IV Meetings) and Article V Committees sections

November 17, 2020 – changes to Article IV Meeting section to allow for meetings through means other than in-person



BEAR RIVER COMMISSION BYLAWS

Amended November 17, 2020

ARTICLE I THE COMMISSION

1. The Commission shall be composed of nine Commissioners, three Commissioners representing each of the States of Idaho, Utah, and Wyoming, selected in accordance with the laws of each such State and, if appointed by the President, one Commissioner representing the United States of America.
2. The credentials of each Commissioner shall be filed with the Secretary of the Commission.
3. Each Commissioner shall advise in writing the Secretary of the Commission as to his address to which all official notices and other communications of the Commission shall be sent to him and shall further promptly advise in writing the Secretary of the Commission as to any change in such address.

ARTICLE II OFFICERS

1. The officers of the Commission shall be:
Chairman
Vice-Chairman
Secretary
Treasurer
2. The Commissioner representing the United States of America shall be the Chairman of the Commission. The Chairman shall preside at meetings of the Commission. His duties shall be such as are usually imposed on such officers and such as may be assigned to him by these Bylaws or by the Commission from time to time.
3. The Vice-Chairman and Secretary shall each be one of the Commissioners representing a State. They shall be elected at each annual meeting of the Commission and shall hold office until the next annual meeting and until their successors are elected. In the case of a vacancy in either office, the Commission shall at its next meeting, whether regular or special, elect a successor to serve for the unexpired term. The Vice-Chairman shall perform all the duties of the Chairman when the Chairman is unable for any reason to act, or when for any reason there is a vacancy in the office of Chairman. In addition, the Vice-Chairman

and Secretary shall perform such other duties as may be assigned to them under these Bylaws or by action of the Commission.

4. The Treasurer may or may not be a member of the Commission. He shall be elected at each annual meeting of the Commission and shall hold office until his successor is elected and shall have qualified. The Treasurer shall receive, hold, and disburse all funds of the Commission. The Treasurer shall furnish a bond for the faithful performance of his duties in such amount as the Commission may direct. The cost of such bond shall be paid by the Commission. In the case of a vacancy in the office of Treasurer, the Chairman shall appoint a new Treasurer to serve for the unexpired term or until such time as the Commission shall elect a successor at a regular or special meeting and the person so elected shall have qualified. The offices of Secretary and Treasurer may be held by the same person.

5. The Commission may employ a secretarial assistant and such engineering, legal, clerical, and other personnel as, in its judgment, may be necessary. They shall receive such compensation and perform such duties as may be fixed by the Commission.

ARTICLE III PRINCIPAL OFFICE

1. The principal office and place of business of the Commission shall be at a location designated by the Commission.

2. The principal office shall be open for business on such hours and days as the Commission may direct.

3. All books and records of the Commission shall be kept at the principal office of the Commission. Except as otherwise provided in the Compact, or herein, all records of the Commission shall be open to inspection by the public.

ARTICLE IV MEETINGS

1. The annual meeting of the Commission shall be held on the third Tuesday of April of each year unless otherwise designated by the Commission.

2. The Commission shall hold a regular meeting during the month of November on the Tuesday of the week preceding the week of Thanksgiving each year unless otherwise designated by the Commission.

3. Special meetings of the Commission may be called by the Chairman or, in case of vacancy in the office of the Chairman or inability of the Chairman to act, by the Vice-Chairman. Upon the request of two or more Commissioners, it shall be the duty of the Chairman to call a special meeting.

4. Meetings of the Commission, or any of its committees, may be held in person or through other means, at the discretion of the Commission's or respective committee's chair, which allow members to reasonably participate.
5. Notice of all meetings of the Commission shall be sent by the Secretary or the Engineer-Manager to all members of the Commission by electronic or ordinary mail at least ten days in advance of each such meeting. Such notice shall designate the time, place, and proposed agenda of the meeting. The notice here required may be waived by unanimous consent of all members of the Commission.
6. The approved minutes of the Commission shall be preserved in a suitable manner. Until approved by the Commission, minutes shall not be official and shall be furnished only to members of the Commission, its employees, and committees.
7. Six Commissioners, who shall include two Commissioners from each State, shall constitute a quorum. An absent member may be represented by his proxy who must be an accredited advisor from his State, and such proxy shall have the powers of a member at such meeting.
8. Each Commissioner, except the Federal Representative, shall have one vote.
9. When a quorum is present, an affirmative vote of at least two-thirds of the Commissioners in attendance shall be necessary for Commission action.
10. At each meeting of the Commission, the agenda items, unless agreed otherwise, shall include approval of the minutes of the last meeting and reports from the Chairman, the Secretary, the Treasurer, the Engineer-Manager, the Commission's standing committees and other agreed-upon agenda items.
11. All meetings of the Commission, except executive sessions, shall be open to the public. Executive sessions shall be open only to officers and members of the Commission, three advisors designated by each State, and the Federal Representative, provided, however, that the Commission may call witnesses in such sessions.
12. Each State may accredit three advisors to the Commission.

ARTICLE V COMMITTEES

1. There shall be the following standing committees:
 - Management Committee
 - Operations Committee
 - Records & Public Involvement Committee
 - Technical Advisory Committee

Water Quality Committee

2. The standing committees shall have duties as assigned by the Commission.
3. Members of Management, Operations, and Records & Public Involvement Committees shall be Commission members. The number of members on each committee shall be determined by the Commission. Each State shall designate the members and/or advisors on each committee representing such State. In all committee action the votes shall be taken by States, with each State having one vote.
4. The Technical Advisory Committee shall be composed of technical state representatives as assigned by each state. It shall be chaired by a member of the TAC, with the Engineer-Manager as an advisor and facilitator, and shall meet on an as-needed basis, but at least annually. Its purpose shall be to consider, research and report back on technical matters assigned to it by the Commission or its other standing committees. It shall also consider and report to the Commission on other technical matters, including environmental and watershed health issues, which may affect the overall management of the Bear River System. As this committee is advisory in nature only, no formal votes or actions will be taken by it.
5. The Water Quality Committee will be composed of at least three members who have been designated by each of the three states' Director of Environmental Quality, or its equivalent, as being the lead water quality administrator from that agency to represent the state and serve on the committee. These designated members of the Water Quality Committee need not be members of the Commission. Other members or advisors to the Water Quality Committee may be determined by the Commission and designated by each State. In all committee action the votes shall be taken by States, with each State having one vote.
6. The Chairman shall be an ex-officio member of all committees.
7. Each committee shall designate a chairman from among the members of the committee.
8. The Commission may create special committees and assign them tasks to be determined by the Commission.
9. Committees shall report all of their findings and recommendations.

ARTICLE VI FISCAL

1. All expenses incurred by the Commission in the administration of the Bear River Compact, except those paid by the United States of America, shall be paid by the signatory States on an equal basis.

2. Commission funds shall be received by the Treasurer and deposited by him in a depository or depositories designated by the Commission.
3. The Treasurer shall disburse Commission funds by check upon vouchers approved and countersigned by the Chairman, the Vice-Chairman, a member of the Management Committee, or by Commission assigned designee.
4. On or before May 1 of each year, the Commission shall adopt and transmit to the appropriate water resource agencies of the three States a budget covering an estimate of its expenses for the following biennium and the amount payable by each State under the provisions of the Bear River Compact.
5. The payment of expenses of the Commission and its employees shall not be subject to the audit and accounting procedures of any of the three States.
6. All receipts and disbursements of the Commission shall be biennially audited by a qualified independent accountant or auditor to be selected by the Commission. The audit report shall be included in the official minutes of the Commission meeting to which the report was submitted.
7. The Secretary shall keep an up-to-date inventory of all Commission property.
8. The fiscal year of the Commission shall begin July 1 of each year and end June 30 of the following year.

ARTICLE VII MISCELLANEOUS

1. The Commission shall, on request, make available to the Governor of each of the States signatory to the Bear River Compact any information within its possession at any time and shall always provide the Governors of such States, or their representatives or authorized representatives of the United States of America, free access to records. The cost of making information available shall be borne by the person or government requesting such information.
2. All contracts or other instruments in writing to be signed for and in behalf of the Commission, except matters relating to the receipt or disbursement of funds, shall be signed by the Chairman or Vice-Chairman and the Secretary or Treasurer.
3. Amendments to the Bylaws may be made at any meeting of the Commission, provided notice of the proposed amendment shall have been given in the notice of the meeting.
4. Except as otherwise provided by the Compact or herein, meetings of the Commission shall be in accordance with Robert's Rules of Order.

PROCEDURES FOR DEPLETION ESTIMATES

April 18, 2023

HISTORY OF REVISIONS

November 23, 1993 – Initially adopted

November 13, 2012 – Amended procedures relative to Appendix C

April 15, 2014 – Revised

April 19, 2016 – Revised

April 18, 2023 - Revised



BEAR RIVER COMMISSION

PROCEDURES FOR DEPLETION ESTIMATES

April 18, 2023

I. INTRODUCTION

Congress ratified the Amended Bear River Compact (Amended Compact) in 1980. The Amended Compact established depletion amounts for each state bound by the compact. The Amended Compact did not spell out in detail how depletions would be calculated. Instead, the Amended Compact directed that these depletion calculations would be completed in accordance with "Commission-approved procedures." In November of 1989, the Bear River Commission (Commission) adopted interim approved procedures with an understanding that with time and experience, the states could choose to amend the approved procedures.

The phrase "Commission-approved procedure" is found twice within the Amended Compact relative to depletion calculations. These places are as follows:

Article V.C.: "Water depletions permitted under provisions of subparagraphs (1), (2), (3), and (4) above, shall be calculated and administered by a *Commission-approved procedure*."

Article VI.B.: "Water depletions permitted under this Paragraph B shall be calculated and administered by a *Commission-approved procedure*."

In fulfillment of the Amended Compact, these procedures establish the methods the states will use to determine depletions. These procedures are set forth as general guidelines to be used by the states to determine and report to the Commission the additional depletions as allowed by the Amended Compact. The Commission is required to account for depletions forward from January 1, 1976. The Commission approved and finalized a mapping project in April 1992 to establish base data from which the states could prepare future maps and tabulations of new depletions.

To account for the irrigation requirements of crops grown in the Bear River Basin, the Commission contracted with Utah State University, in cooperation with the University of Idaho and the University of Wyoming, to estimate irrigation depletions for subbasins within the Bear River Basin. A map illustrating the subbasins and compact division boundaries is shown in Appendix A. Appendix B summarizes the depletions per acre estimated for each subbasin. The following narrative describes the methods used by the states to determine depletions for new irrigation, supplemental irrigation and municipal and industrial uses. These procedures are adopted for the purpose of providing direction and common methods for the states to make depletion estimates pursuant to the compact allocations and nothing

herein is intended to direct, control or otherwise limit state water officials in their administration or accounting of water rights and water usage.

The states will report depletions from both surface water and groundwater sources to the Commission. For groundwater depletions to be exempt from compact allocation, a state must establish and document to the Commission that the source(s) of water supplying the depletions are not tributary to the Bear River.

II. DEPLETION PROCEDURES

A. Irrigation Depletion

1. New Irrigated Lands

Depletion amounts from new irrigated lands, put in production since January 1, 1976, will be determined by multiplying the acreage brought into production by the irrigation depletion rate of the crop being irrigated on each field. These values will be summed, and an area-weighted average depletion rate for added acres will be calculated. For irrigated lands retired from irrigation, the number of acres retired will be multiplied by an area-weighted average depletion rate computed from the pre- and post-January 1, 1976 acres within a given subbasin. These depletion values by subbasin are summarized in Appendix B. Depletion values from Appendix B will be used unless modified by the Commission. Future modifications will require supporting information, and appropriate adjusted tables to verify depletion values. Any modifications to depletion values must be documented to the satisfaction of the Commission. Justification as to why the depletion values were modified will be documented in the report and approved by the Commission.

An example depletion calculation for new acreage brought into irrigated agricultural production is made as follows:

Example area: Thomas Fork Subbasin

Criteria: 40 new acres of irrigation brought into production

40 acres x 1.17 acre-feet/acre* = 46.8 acre-feet of annual depletion

*(Based on Estimated Depletion from Appendix B)

Similar calculations will be made for lands which were irrigated prior to January 1, 1976 which have since been retired from irrigation, except that the "Subtracted" depletion value will be used for the respective subbasin. The calculated subtraction depletion value will then be subtracted from the new or added depletion value to

determine the net irrigation depletion change since January 1, 1976 for each subbasin.

These procedures define depletions by native vegetation or dryland crops as equal to the effective precipitation. These procedures do not require adjustment of the calculated depletion to account for prior use of the land, such as dryland agriculture converted to irrigation. Under these procedures, lands classified by the Commission as "meadow/wetland" which are converted to irrigated lands, are not assessed an additional depletion.

2. Supplemental Supplies from New Water Development

a. Storage and Other Large Project Developments

To evaluate supplemental use of water on lands irrigated prior to 1976, any change in use will require documentation from the state proposing the change in use and quantifying any additional depletion. The documentation shall address the area, extent of lands to receive supplemental supply, source of the water, and other necessary information. This paragraph refers to areas of land whose supplemental supplies are delivered by a project such as Woodruff Narrows Reservoir. The states will use system design and operation studies submitted to and approved by the Commission to estimate related depletions.

b. Other Supplemental Irrigation Development

The depletion estimate assigned to smaller supplemental rights or filings will be calculated by each state in a manner acceptable to the Commission. For depletions associated with the use of supplemental irrigation water rights, each state will apply the factor of 40% of the full supply depletion rate to acres irrigated with a post-1976 supplemental water right.

Lands placed to beneficial use after January 1, 1976, are assigned a full depletion value. Consequently, any supplemental water right that supplies water to such lands will not be assigned an additional supplemental depletion.

3. Irrigation Depletion Accounting Procedure

Each state is responsible for obtaining, analyzing, and reporting its own data. States shall use agreed-upon standards for mapping and data management. States must

submit all map and tabular information in a form and format approved by the Commission.

States shall report the following data:

- a. State from which the data are derived.
- b. Compact division from which the data are derived.
- c. Subbasin from Appendix A from which the data are derived.
- d. Description of new acres put into production and acres receiving a supplemental supply.
- e. The factor applied to supplemental acres to convert from the full supply depletion rates. States shall use 40% unless another value is submitted to and approved by the Commission.
- f. Spatial description of irrigated land, in acres, taken out of production (negative acreage value for netting or banking, as described under II.D.)
- g. Irrigation depletion rate in acre-feet per acre for new acres and irrigation depletion rate for acres taken out of production, from Appendix B.
- h. Depletion by compact subbasin: This value is the sum of new acres within a subbasin multiplied by its full supply depletion rate, plus the sum of the new supplemental acres multiplied by its full supply depletion rate and the supplemental depletion factor, minus the sum of the acres taken out of production multiplied by its depletion rate.
- i. Division totals: This is the summation of all the depletion attributable to a state by compact division. Compact division boundaries are shown on the approved 1976 base maps.
- j. If applicable, number of acres held in water rights banked by state and compact division

B. Municipal Depletion

The definition for "municipal" use in the calculation of depletions is "any organization that supplies potable water and is required to report its activity as per the National Safe Drinking Water Act." The Amended Compact specifically exempts self-supplied domestic and stockwatering use in the Upper and Central Divisions from depletion charges. For consistency, the Commission has extended this exemption to the Lower Division.

States must calculate, tabulate, and report increased or decreased depletion attributed to municipal uses since January 1, 1976, by the methods set forth under Section F.

In preparing past municipal depletion estimates, the Commission has found that the availability and quality of system specific water usage and depletion data varies considerably within the basin. As a result, the Commission directed the Bear River Technical Advisory Committee (TAC) to develop a common, population-based

method for estimating municipal depletions. The TAC gathered data for about 65 public and community water systems within the basin and estimated per capita depletions considering such factors as:

1. Measured inflow and outflow from the system.
2. Types of water uses from the system.
3. Whether or not domestic irrigation was supplied by the system.
4. Type of waste-water disposal method.
5. Published depletion values associated with the different identified water uses.

In fulfillment of Commission direction, the TAC calculated a weighted average municipal depletion rate of **0.11 acre-feet per capita**.

In estimating depletions, each state will estimate the change in the number of people connected to a public or community water system since January 1, 1976, and multiply that number by the basin average depletion rate of 0.11 acre-feet per capita. If population data for individual water systems are unavailable, states may substitute county or other suitable population data. Each state will estimate depletions for above Stewart Dam and within the Lower Division (i.e., below Stewart Dam) and will submit the depletions estimates to the Commission for approval.

C. Industrial Depletion

Changes in industrial use not accounted for under municipal depletion will be accounted for by the states, and each state is responsible for compiling and reporting total increases or decreases in water use by division and by state. Reports produced by each state should include the following information elements:

1. Name of the industrial or commercial establishment.
2. Type of use.
3. Total industrial diversion in acre-feet prior to January 1, 1976, estimated or known.
4. Industrial diversion rate in acre-feet as of current reporting date.
5. Total increases or decreases in industrial diversions, in acre-feet since January 1, 1976 (decreases are reported as a negative value).
6. Total increase or decrease in industrial depletion in acre-feet since 1976.
7. Location: latitude and longitude and/or section, township, and range (quarter-quarter section optional but preferred) for each industrial place of use.
8. The state and compact division from which the industrial depletion was derived.

The states shall report these data for each compact division in each state.

Where data are not available to document use as of January 1, 1976, states can use current use data and then apply a prorated estimate to determine water use changes

since January 1, 1976. The Commission will require that documentation be submitted which outlines the process the state used to determine the depletion. Documentation will be reviewed and approved by the Commission.

D. Banking Procedures

When determining the net increase of irrigated acres in a subbasin, each state may subtract its post January 1, 1976, decrease in irrigated acres from the post January 1, 1976, increases in irrigated acres to determine a net change in irrigated acres, which it shall report to the Commission. In the alternative, at their discretion, individual states may elect to use either of the following options to account for pre-1976 depletions that are no longer occurring.

When a water use with a pre-1976 state water right is discontinued after January 1, 1976, (1) the state may transfer¹ the associated depletion from the pre-1976 water right to a use associated with a post-January 1, 1976 water right without a new depletion charge, or (2) the water may be "banked" for future transfer to a post-1976 use and water right. Each state shall implement an accounting system that documents the transferred water right and the post-1976 water right(s) and depletion amounts offset by the transfer. Any pre-1976 depletions that have not been transferred to a post-1976 water right may be "banked."

Before the Commission approves banking allotments for individual states, the state requesting the allotments will prepare a report summarizing its accounting methods and present those methods to the Commission. The report must explain the calculations of proposed banking allotments and must include data about water use, place of use, associated water rights, and previous depletions. The Commission must review and approve banked water values and the methods used to calculate the values before a state can offset depletions with banked water.

E. Reservoir Evaporation

States are required to account for any change in net evaporation as a result of increased storage after January 1, 1976. Any decrease in evaporation from reservoir abandonment or reduced storage may be "banked" as defined above. Evapotranspiration from inundated lands may also be included in determining net evaporation at the storage site. Individual state's accounting for net evaporation

¹ The use of the word "transfer" herein is generic and informal and is not meant to define or infer any specific state water right process.

changes must employ acceptable scientific methods, and those scientific methods must be reported to the Commission.

F. Reporting Requirements

1. Reporting of Depletion Amounts

a. Background

As a part of the base mapping project completed by the Commission in 1992, the TAC estimated the changes in irrigation, municipal and industrial uses in each compact division from 1976 to 1990. These estimates were reported to the Commission at its April 1992 meeting.

b. Reporting Intervals

For the Upper and Central Divisions (above Stewart Dam), the states will determine the changes in depletion every five years, or as determined by the Commission. For the Lower Division (below Stewart Dam), the states will determine depletions every ten years.

The determinations will include depletions from both new full-supply and supplemental irrigation uses and municipal and industrial uses. In determining depletions, individual states may utilize aerial photography, satellite imagery, and other remote sensing data by the methods prescribed in these procedures for the estimation of any changes in land use since 1976. Municipal and industrial uses will be calculated as described in these procedures. An updated map showing the changes will be produced if the Commission determines that the changes were significant enough to warrant production of an updated map.

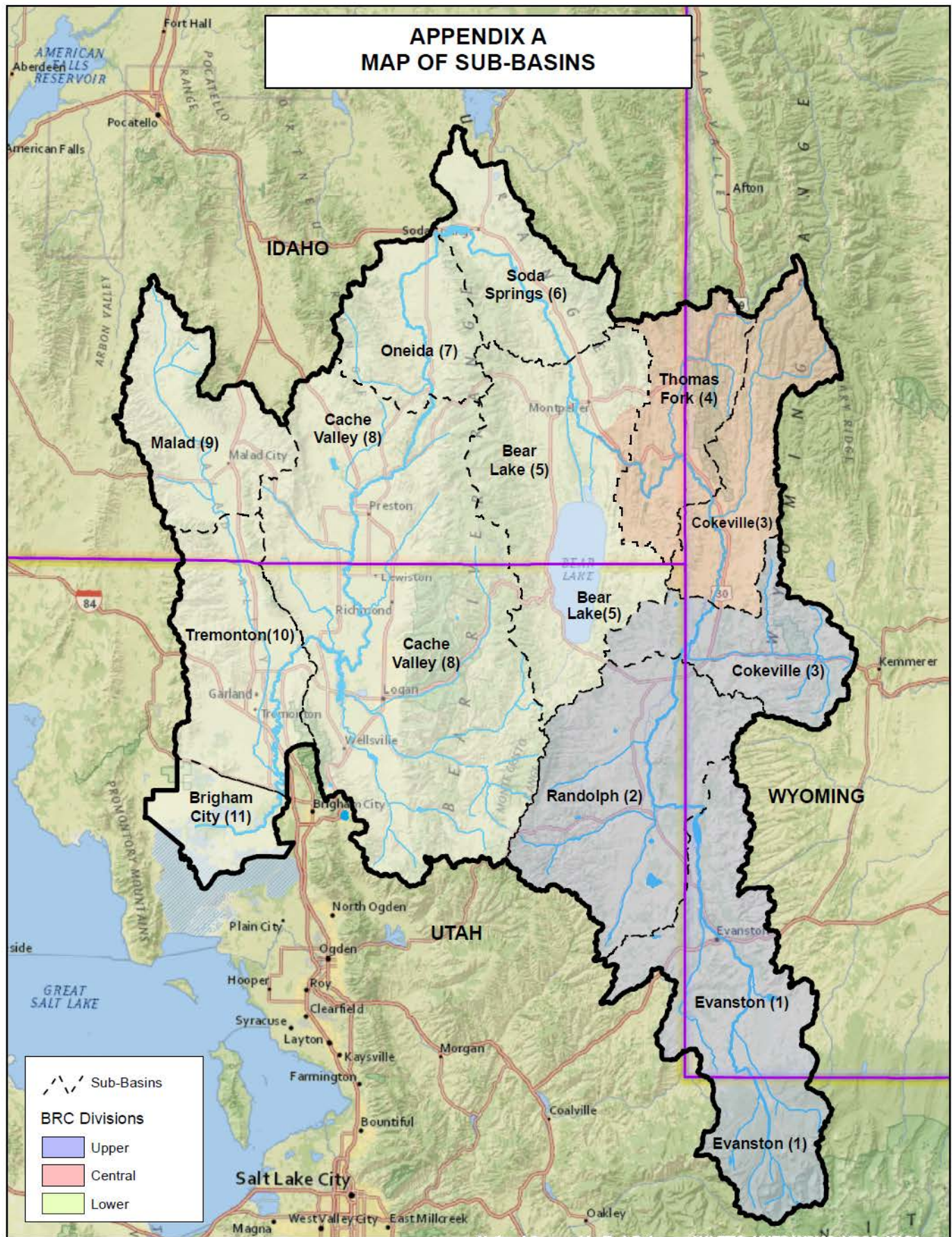
Each state will submit a report summarizing the information required in Section II. The report will also include a comparison of total depletions and the compact allotments by division for each state. The states will send their reports to the Engineer-Manager, as directed by the Commission. The Engineer-Manager will circulate the report to Commission members four (4) weeks prior to the Commission

meeting at which the report is to be presented. If the report is acceptable, it will be adopted by the Commission as the official depletion estimate record. If the Commission has questions regarding the states' methodology or total depletion estimates, the states will address the Commission's concerns, revise the report, and resubmit it for reconsideration by the Commission at its next meeting.

If the Commission determines that a mapping update is necessary, the update will depict the new lands added and lands taken out of production since January 1, 1976. Each state will compile and submit mapping information to the Engineer-Manager. Each state will document how it developed the map products and how it verified the information. At the Commission's direction, map information will be compiled and merged to draw updated maps.

III. CONCLUSIONS

The Amended Bear River Compact requires the Commission to establish "Commission-approved procedures" for estimating depletion. Once established, the Commission can revise these procedures at a regular or annual Commission meeting should it determine it needs to change these Commission-approved procedures.



APPENDIX B

ESTIMATED DEPLETION FOR POST JANUARY 1, 1976 LANDS FOR SUBBASINS OF THE BEAR RIVER BASIN

Based on average (2015 - 2019) crop mixes
and updated ET rates from Utah Division of
Water Resources' GridET program (2022)

	Bear River Irrigation Depletion Rates by Subbasin (acre-feet/acre)										
	Evanston 01	Randolph 02	Cokeville 03	Thomas Fork 04	Bear Lake 05	Soda 06	Oneida 07	Cache Valley 08	Malad 09	Tremonton 10	Brigham City 11
Rate for Added Acres	1.24	1.36	1.25	1.17	1.15	1.09	1.17	1.35	1.46	1.46	1.63
Rate for Subtracted Acres	1.30	1.34	1.28	1.22	1.20	1.09	1.18	1.43	1.52	1.45	1.54

**PROCEDURES FOR ADMINISTRATION
OF ADDITIONAL STORAGE ABOVE STEWART
DAM WHEN BEAR LAKE IS SPILLING
PURSUANT TO ARTICLE VI.C.**

November 23, 1993

HISTORY OF REVISIONS

November 23, 1993 – Initially adopted

November 19, 2013 – Pulled language associated with this procedure from the Depletions Procedure which required minor changes to the verbiage to make it a stand-alone procedure



BEAR RIVER COMMISSION

PROCEDURES FOR ADMINISTRATION OF ADDITIONAL STORAGE ABOVE STEWART DAM WHEN BEAR LAKE IS SPILLING PURSUANT TO ARTICLE VI.C.

November 23, 1993

I. INTRODUCTION

Article VI.C. of the Amended Bear River Compact was ratified by Congress in 1980 and established that further additional rights to store above Stewart Dam could be granted based on water that otherwise would be bypassed or released from Bear Lake. The Amended Compact did not spell out in detail how and when additional storage would take place depending upon Bear Lake operations. Instead, the Amended Compact directed that these additional storage determinations would be completed in accordance with a "Commission-approved procedure." In November of 1989, the Commission adopted interim approved procedures with an understanding that with time and experience, the States may choose to amend the approved procedures.

The Amended Bear River Compact provides as follows:

Article VI.C.: "The availability of such water and the operation of reservoir space to store water above Bear Lake under this paragraph shall be determined by a *Commission-approved procedure.*"

This procedure sets out how this additional storage will be determined and administered.

II. BEAR LAKE SPILLS

Article VI, Paragraph C, states, "In addition to the rights defined in Article VI, Paragraphs A and B, Idaho, Utah and Wyoming are granted the right to store and use water above Stewart Dam that otherwise would be bypassed or released from Bear Lake at times when all other direct flow and storage rights are satisfied."

No single physical observation or measurement can be made to assess when additional Article VI storage may take place. Both senior and junior appropriators of Bear River waters will be diverting to storage during peak run-off. Use of Article VI water is not to be included in the storage and depletion allowances above Stewart Dam if the Commission determines that additional storage waters are available under Article VI, Paragraph C of the Compact.

To ensure that prior rights are delivered their full requirement of water, the following procedure will be followed. The Engineer-Manager will act as chairperson of a Bear Lake

Spills Subcommittee of the Bear River Commission. The Subcommittee will be comprised of the Operations Committee, a representative of Utah Power, and the Engineer-Manager. This Subcommittee will be responsible for obtaining the necessary data through cooperation with federal, state and private organizations to assess the hydrologic situation of the Bear River system and determine if there is potential for additional rights being defined as provided for under Article VI, Paragraph C of the Compact. The Subcommittee may determine that waters are not going to be available for these additional rights. The Subcommittee may review storage that has occurred and determine whether additional waters are available. If the Subcommittee determines that additional waters were stored and additional rights were not available, then the Subcommittee will instruct the Engineer-Manager concerning how to release the unauthorized storage into the system. The Subcommittee will report to the Commission any of its actions and or findings at the next Commission meeting.

The Subcommittee should evaluate at least the following criteria:

1. Bear Lake elevation
2. Storage space available upstream from Bear Lake.
3. The amount of water stored weekly in each reservoir during the run-off period from March through June of each year
4. An estimation of the probable Article VI, Paragraph C water
5. The time interval in which storage of water may occur
6. The time interval in which stored water may be released to prior appropriators
7. An accounting system for tracking stored water
8. Any of the signatory states of the Amended Bear River Compact, upon showing of importance, may have other criteria evaluated by the Bear Lake Spills Subcommittee during meetings of the Subcommittee
9. Stewart Dam and Rainbow Canal flows

INSTRUCTIONS FOR MEETING THE ARTICLE XI REPORTING REQUIREMENT

November 23, 1993

HISTORY OF REVISIONS

November 23, 1993 – Initially adopted

November 19, 2013 – Pulled out of the Depletions Procedure to become a stand-alone policy



BEAR RIVER COMMISSION

**INSTRUCTIONS FOR MEETING
THE ARTICLE XI REPORTING REQUIREMENT**

November 23, 1993

Article XI states that, "The official of each State in charge of water administration shall, at intervals and in the format established by the Commission, report on the status of use of the respective allocations." The Commission has determined that the Commission's Biennial Report shall serve as the mechanism for fulfilling this reporting requirement. Each state will, in cooperation with the Engineer-Manager, compile an annual narrative report of significant water-related activities for each of the past two water years. From the state reports, the Engineer-Manager will determine which issues are of interest to the Commission and will include them in the Biennial Report. This report may not necessarily include the numeric amounts of new depletions during the biennium, but will highlight the major water-related activities in the Basin. The Biennial Report will also include a table showing the latest depletion estimates for each state by Compact division.

**OPERATING INSTRUCTIONS FOR
ARTICLE IV.A.1.e
UPPER DIVISION TRANSFERS**

April 18, 1995

HISTORY OF REVISIONS

April 18, 1995 – Adopted



BEAR RIVER COMMISSION

OPERATING INSTRUCTIONS FOR ARTICLE IV.A.1.e. UPPER DIVISION TRANSFERS

April 18, 1995

I. INTRODUCTION

The Amended Bear River Compact makes provisions in Article IV.A.1.e. for the transfer of one section's allocation, under a water emergency, to another section within the Upper Division as follows:

"e. If for any reason the aggregate of all diversions in a river section of the Upper Division does not equal the allocation of water thereto, the unused portion of such allocation shall be available for use in the other river sections in the Upper Division in the following order: (1) In the other river section of the same State in which the unused allocation occurs; and (2) in the river sections of the other State. No permanent right of use shall be established by the distribution of water pursuant to this paragraph e."

Through practice it has become apparent to the Commission that at times, the transfer of allocation, under this provision of the Compact, can impair the physical ability of other sections to divert their primary allocation under a water emergency status. The "primary allocation" as termed herein, means that amount of the divertible flow which is allocated to each section under Article IV.A.1.a. prior to any changes or transfers. The Commission desires to adopt these procedures to provide direction to the Engineer-Manager for the equitable distribution and transfer under this provision of the Compact.

II. FINDINGS

It is the belief of the Commission that it is not in keeping with the intent of the Compact nor equitable to allow a transfer of allocation in the Upper Division under Article IV.A.1.e. if the effect thereof will be to impair the ability to divert under the primary allocation of another section. Therefore, when under a water emergency, a request for transfer is received from a State representative, the following will apply:

- A. The Engineer-Manager will review the request and determine whether the transfer could interfere with another section's ability to divert its primary allocation.
- B. If the Engineer-Manager determines, based upon water supply, diversions, and allocation that the requested transfer of allocation will not impair the ability to divert in other sections the primary allocation, he will approve the transfer.
- C. If the effect of the transfer will be to impair the ability to divert under the primary allocation in another section, the Engineer-Manager will consult with representative(s) from the affected State to determine if they will allow the transfer,
 1. if representative(s) from the affected State grant their approval, then the transfer will be allowed, but

2. if the representative(s) from the affected state do not grant their approval, then the transfer of allocation between sections in the Upper Division will be denied by the Engineer-Manager.
- D. The approval or denial of a transfer will remain as long as the hydrologic conditions support the original findings or until modified by a request by State representatives.

**PROCEDURES FOR
BEAR LAKE/MUD LAKE
ELEVATION EQUIVALENCY CALCULATIONS**

April 18, 1995

HISTORY OF REVISIONS

April 18, 1995 – Adopted



BEAR RIVER COMMISSION

PROCEDURES FOR BEAR LAKE/MUD LAKE ELEVATION EQUIVALENCY CALCULATIONS

April 18, 1995

I. INTRODUCTION

The Amended Bear River Compact indicates that "'Bear Lake' means Bear Lake and Mud Lake." The current operation of Mud Lake by PacifiCorp is to generally hold waters in Mud Lake at an elevation higher than Bear Lake. This mode of operation reduces the amount of energy expended to pump waters via the Lifton pumps. However, this mode of operation also prevents the two water bodies from equalizing in elevation, which reduces the elevation to which Bear Lake would otherwise reach if the waters were not held back by PacifiCorp.

The Amended Bear River Compact in Article VI prevents storage under additional storage allocations in upstream reservoirs when the elevation of Bear Lake is below 5911 (UP&L Datum). It is important to upstream storage, in critical water years when the elevation of Bear Lake is below but approaching an elevation of 5911, to precisely determine the elevation of Bear Lake. Depending on a number of factors during the storage season, a determination of when Bear Lake exceeds the 5911 threshold could make a very dramatic difference in the allowable storage during that season. The Bear River Commission has determined that the waters held back in Mud Lake do make a meaningful impact to this determination.

II. DETERMINATION

The Commission has determined that because "'Bear Lake' means Bear Lake and Mud Lake," that in order to calculate the true elevation of Bear Lake, mathematically the contents of Bear Lake and Mud Lake should be allowed to equalize in elevation. Therefore, a procedure has been adopted by the Commission in the past and is formalized herein whereby the contents within Mud Lake are mathematically added to the contents of Bear Lake (as if they were allowed to flow into Bear Lake), and a determination is made as to what the new "equivalent" Bear Lake elevation would be (this simple method of adding Mud Lake to Bear Lake only applies when the equivalent elevation is below the bottom of Mud Lake, otherwise consideration needs to be given to waters which would naturally remain in Mud Lake should the two water bodies be allowed to equalize in elevation).

With the failure of the Mud Lake dike in May of 1993 (which allowed Mud Lake to flow into Bear Lake) and the subsequent refilling of Mud Lake in February of 1994, PacifiCorp was able to generate a new area capacity table for Mud Lake (attachment A). Using the existing area capacity table for Bear Lake (attachment B), it is a rather simple process to, for any

combinations of elevations of the two lakes, add their respective contents together and determine the equivalent Bear Lake elevation. For ease of determination of the Bear Lake equivalent elevation, a table has been generated (attachment C) for the normal operating range of Mud Lake during the spring storage season. The rows represent the elevation and contents in Mud Lake in increments of 0.10'. The columns indicate the elevation of Bear Lake as it approaches an elevation of 5911 in increments of 0.02'. A determination of the equivalent elevation is made by viewing the intersection of any given combination of Bear Lake and Mud Lake elevations. Combinations which make a Bear Lake equivalent elevation of 5911' or greater are shown below and to the right of the line which traverses the page. This table is adopted herein. It is recognized that at times the Bear Lake and/or Mud Lake elevations may fall outside of the limits shown on this table. In these instances, the same mathematical procedures will be applied. It is further recognized that greater precision could be obtain by reducing the size of the increments; but such is probably not warranted.

(As per PacificCorp's new Mud Lake rating)

BRC

PROCEDURES FOR LOWER DIVISION WATER DELIVERY

April 20, 2004

HISTORY OF REVISIONS

November 18, 1997 – Initially adopted

January 26, 1998 – Revised

November 14, 2000 – Readopted as Interim Procedures

April 20, 2004 – Revised as Interim Procedures

These procedures allow for minor delivery schedule changes by the Operations Committee without formal Commission approval



BEAR RIVER COMMISSION

PROCEDURES FOR LOWER DIVISION WATER DELIVERY

April 20, 2004

I. INTRODUCTION

The Amended Bear River Compact makes provision in Article IV for the administration of the waters in the Lower Division of the Bear River at times when the Commission finds that a water emergency exists. More specifically, the Compact provides in Article IV.A.3. as follows:

When the flow of water across the Idaho-Utah boundary line is insufficient to satisfy water rights in Utah, covering water applied to beneficial use prior to January 1, 1976, any water user in Utah may file a petition with the Commission alleging that by reason of diversions in Idaho he is being deprived of water to which he is justly entitled, and that by reason thereof, a water emergency exists, and requesting distribution of water under the direction of the Commission. If the Commission finds a water emergency exists, it shall put into effect water delivery schedules based on priority of rights and prepared by the Commission without regard to the boundary line for all or any part of the Division, and during such emergency, water shall be delivered in accordance with such schedules by the State official charged with the administration of public waters.

These Procedures for Lower Division Water Delivery govern Commission action upon petitions filed pursuant to Article IV.A.3 of the Compact; provide the process to be followed in the declaration of a water emergency in the Lower Division; and describe how the waters in the Lower Division will be administered once a water emergency has been declared. The Procedures also provide direction necessary for the Commission to be prepared to declare a water emergency in dry years, and direction on how water delivery schedules are proposed, adopted and modified.

Prior to adopting these Procedures, the Commission received comment from representatives of the signatory States, and provided public notice and held public hearings in the affected areas within Idaho and Utah.

II. AUTHORITY

These Procedures are adopted pursuant to Article III.C.1 and Article IV.A.3 of the Amended Bear River Compact approved December 22, 1978, by the Commissioners from Idaho, Utah and Wyoming, and subsequently ratified by the legislatures of the three States and consented to by the U.S. Congress.

III. DEFINITIONS

The following definitions apply only to the application of these Procedures and are not to be interpreted as definitions for other administration of the Bear River Compact or other procedures adopted by the Bear River Commission.

- A. "Commission" means the Bear River Commission organized pursuant to Article III of the Amended Bear River Compact.
- B. "Compact" means the Bear River Compact, as amended on December 22, 1978.
- C. The term "accounting method" means an interstate river diversion accounting procedure together with appropriate criteria, both approved by the Commission, which when used by either Idaho or Utah will yield similar results for each diversion on the Bear River below Bear Lake.
- D. "Direct flow" means all water flowing in a natural water course except water released from storage or imported from a source other than the Bear River watershed.
- E. "Engineer-Manager" means an employee or contract employee of the Commission designated to act in accordance with these Procedures.
- F. "Groundwater" means any water withdrawn from wells at a rate in excess of 0.10 cfs within the Lower Division.
- G. "Lower Division" means the portion of the Bear River between Stewart Dam and Great Salt Lake, including Bear Lake and its tributary drainage.
- H. "River Commissioner" (not to be confused with members of the Bear River Commission itself) means the duly appointed State official authorized to distribute both direct flow and storage water in accordance with valid rights and storage allocations from Bear River or its tributaries. The term "river commissioner" includes the officials called "watermasters" in the State of Idaho.
- I. "State official" means the director of the Idaho Department of Water Resources or a designee, the Utah State Engineer or a designee, and the Wyoming State Engineer or a designee.
- J. "Stored water" means water stored in a reservoir in the Lower Division for release for beneficial use at a later time or water that has been released from storage into a natural channel for conveyance to a point of rediversion under the supervision of a river commissioner.
- K. "Water delivery schedule" means a list adopted by the Commission of water rights, ordered by priority, and established in accordance with the laws of the respective

States without regard to state boundaries and deliverable against junior priority rights.

- L. "Water emergency" means any period of time that the Commission has determined in accordance with these Procedures that a water user in Utah, by reason of diversions in Idaho, is being deprived of water to which the water user is justly entitled.
- M. "Water user" means a person, corporation or other entity having a right to divert water from the Bear River in the Lower Division for beneficial use.

IV. PREPARATION

A. General Preparation

The Commission recognizes that if adequate preparation is not made prior to receiving a petition requesting the declaration of a water emergency, then the Commission may not be prepared to respond to the petition in a timely and appropriate manner. In particular, water availability data are required to determine if the declaration of a water emergency is justified. Because storage water is an important component to the river flows in the Lower Division, the proper allocation and accounting of storage water usage is vital to Lower Division water administration.

An accounting method pursuant to approved delivery schedule(s) will be used to account for the delivery of direct flow and stored water in Idaho and Utah. This method will also account for depletions resulting from the diversion of groundwater. The method has been approved by the Commission (see Appendix B).

The accounting method must be operational in advance of the declaration of a water emergency for the potential administration by the Commission to be effective. Therefore, Idaho and Utah State officials will maintain computer models in each state consistent with the accounting method so that the method can be utilized by either state and the results submitted to the Commission or its Engineer-Manager within three calendar days after receiving the necessary water availability data in any year that the Commission has determined that a declaration of a water emergency could occur.

B. Preparation Procedures

Preparation for potential Lower Division administration requires cooperation by State water resource personnel, river commissioners, PacifiCorp (dba Utah Power) and the water users in gathering necessary water availability data. In any year that the Commission determines that water supply conditions are such that a declaration of a water emergency could occur, the Commission, through its Engineer-Manager, will do the following:

1. The Engineer-Manager will notify the State officials that an emergency declaration could occur. The State officials will in turn immediately notify appropriate river commissioners or other persons or entities responsible for water distribution of the possibility that such a declaration could occur, and such commissioners or persons or entities shall collect and assemble and distribute to the State officials and the Engineer-Manager the water availability data necessary for the accounting method.
2. The Engineer-Manager will request the Idaho and Utah State officials to confirm to the Engineer-Manager that deliveries from the Bear River will be administered and all tributaries will be administered to the extent appropriate in Idaho and Utah during the upcoming irrigation season. Data on the impact of groundwater depletions on direct flow will be requested by the Engineer-Manager from each state. Any changes to the Procedures or to the delivery schedules based on these data will be made according to Section IX.
3. The Engineer-Manager will request Utah Power to notify the State officials of stored water allocations for the water users holding contracts with Utah Power for use of stored water.
4. The Engineer-Manager will monitor river flow and diversion data to ensure the water availability data necessary for the accounting method is readily accessible in the event a petition requesting the declaration of a water emergency is properly filed with the Commission.

V. RECEIPT OF PETITIONS

A. General Filing Provisions

The Commission recognizes that the filing of a petition and any subsequent administration will require considerable effort and have significant impact upon water users. In order to safeguard against the taking of action upon petitions that lack merit, the Commission shall employ the following process for reviewing and acting upon filed petitions. The Commission recognizes its responsibility to act expeditiously on meritorious petitions in order to provide timely administration. The following criteria for filing and reviewing a petition are established to meet these varied objectives.

B. Minimum Filing Requirements

In order for a petition to be accepted by the Commission the petition must:

1. be filed on a form provided by the Commission (see Appendix A appended to these Procedures);
2. be filed with the Commission at the Commission's office by mail, electronic facsimile or in person, during regular office hours;

3. provide evidence that the water user filing the petition is entitled to the use of water from the Bear River main stem in the State of Utah and stating that he is not receiving water to which he is justly entitled; and
4. provide evidence the petitioner has contacted the State official in Utah, the State official in Utah has contacted the State official in Idaho, and the petitioner has been advised of the administration that is occurring.

C. Engineer-Manager's Initial Review

1. Upon receipt of a proper petition, the Engineer-Manager shall review the petition to determine that the criteria and information required by the Commission has been set forth satisfactorily in the petition, and the Engineer-Manager will attempt to verify the information contained therein.
2. Upon determination by the Engineer-Manager that the petition satisfies all of the criteria set forth in this Section V, he shall immediately notify the members of the Commission that the criteria for filing a petition requesting the declaration of a water emergency have been met. If the Engineer-Manager determines that the petition does not satisfy all of the required criteria, the petitioner shall be immediately notified so that corrections or additional information can be supplied. The Engineer-Manager shall make a written recommendation to the Commission regarding Commission action for any properly-filed petition. Within three calendar days of the receipt of a petition, the Engineer-Manager will notify the members of the Commission, State officials and the petitioner of the receipt of the petition and the recommendations made upon the petition.
3. Nothing herein shall be deemed to prevent the Commission, upon its own motion, from declaring a water emergency pursuant to Article IV.B of the Compact. Nevertheless, the Commission shall not declare such an emergency without first notifying State officials and receiving appropriate input from them.
4. Multiple petitions will, to the extent possible, be consolidated and considered together by the Commission.

VI. COMMISSION ACTION ON PETITIONS

A. Convening of Special Commission Meeting

Upon notice from the Engineer-Manager that a proper petition has been filed with the Commission requesting that a water emergency in the Lower Division be declared, the following procedures shall apply:

1. Within seven calendar days of the initial receipt of the petition from the Engineer-Manager, the Chairman of the Commission will convene a special meeting of the Commission to consider the petition.
2. In the event that the Chairman is unavailable, the Vice-Chairman will have full authority to convene and chair the meeting.
3. The ordinary ten-day notice requirement for Commission meetings provided for in the Commission bylaws is hereby deemed waived by the Commission members, in accordance with the bylaw provisions, for the purpose of acting upon petitions regarding water emergency declarations.
4. The required quorum to take action on a petition will be as set forth in Article III.A of the Compact. In order to expedite the consideration of a petition, the Commission meeting may be conducted via telephone conference.
5. At least a two-thirds majority vote by Commission members present is required for the Commission to take action on a petition.
6. If feasible under the circumstances, the petitioner and State officials may be invited to be at the meeting on the petition and present any additional appropriate information.

B. Actions of the Commission on Petitions to Declare a Water Emergency

The following actions may be taken by the Commission, once convened, to review a petition requesting the declaration of a water emergency:

1. The Commission may declare the existence of a water emergency in the Lower Division pursuant to Article IV.A.3 of the Compact upon a determination that the petitioner is being deprived of water to which the water user is justly entitled because of diversions in Idaho. If a water emergency is declared, the Commission will direct the Engineer-Manager to monitor water administration by the State officials in the Lower Division under the adopted delivery schedules, as well as provide any appropriate instructions to the Engineer-Manager specific to the administration under the declared water emergency.
2. The Commission may determine the petitioner has provided insufficient evidence to support the request for declaration of a water emergency and, therefore, notify the petitioner that the Commission will not take action without further documentation.
3. The Commission may determine that, through no fault of the petitioner, insufficient information is available to the Commission to make a full determination on the petition. The Commission may direct the Commission

staff, or request State officials, to gather the additional information required. The Commission shall set a time to reconvene its consideration of the petition.

4. The Commission may deny the petition upon a determination a water emergency in the Lower Division, as provided for in the Compact, does not exist because it has not been established to the satisfaction of the Commission that the petitioner is being deprived of water to which the petitioner is justly entitled because of diversions in Idaho.
5. The petitioner will be notified in writing of action relating to the petition within three calendar days of the Commission's action. Notification will be by certified mail to the address of record on the petition. The Commission will also provide public notice of the Commission's action.
6. Action of the Commission on a petition for declaration of a water emergency may be subject to a request for reconsideration by the Commission from a State official or an aggrieved water user. Requests for reconsideration must be received in the Commission office within seven calendar days of the Commission's actions. Following the receipt of a request for reconsideration, the Engineer-Manager will advise the Chairman and the Chairman will schedule a meeting within seven calendar days of the date of the request for reconsideration. At the meeting, the Commission may hear from the petitioner, State officials, or affected water users present and then will expeditiously render its opinion with respect to the request for reconsideration. Within three calendar days, all participating parties will be notified in writing of the Commission's decision.

C. Termination or Modification of Water Emergency Declaration

An affected water user or State official may provide information to the Commission to support termination or modification of the water emergency declaration. Based on such information, an affected water user may file a written request with the Commission to terminate or modify the water emergency declaration and the Commission will act in substantial accordance with the time lines and procedures set forth under Section A and B above. The Commission can also terminate or modify the declaration of a water emergency on its own volition. Unless terminated sooner or extended by the Commission, water emergencies shall terminate on September 30th of each year.

VII. RIVER ADMINISTRATION

Upon the declaration of a water emergency, the Idaho and Utah State officials through the river commissioners will share, on at least a weekly basis, all available stream flow and diversion measurements necessary for administration of river flows by the Commission pursuant to approved delivery schedule(s). The accounting and administration will be performed as often as reasonably feasible and necessary throughout the irrigation season

given the availability of the necessary stream flow and diversion measurement data, as well as information about impacts from diverted groundwater. The river commissioners will, under the supervision of the responsible State officials, adjust diversions in their respective States to deliver all direct flow rights on the Commission adopted delivery schedule according to priority of right, without regard to state line, and also deliver all stored water in accordance with the allocations certified by Utah Power, with accounting made for depletions in the flow of the Bear River resulting from groundwater use. A report showing water delivery without regard to state line in accordance with approved water delivery schedule(s) shall be sent each week by State officials from both Idaho and Utah to the Engineer-Manager for review. If the review suggests that delivery is not occurring correctly, the Engineer-Manager shall promptly notify the appropriate State official who shall direct the river commissioner to deliver in accordance with the adopted water delivery schedule.

VIII. WATER DELIVERY SCHEDULES

A. General Provisions

The Commission will adopt one or more water delivery schedules as provided in Article IV.D of the Compact. Water delivery schedule(s) are appended to these Procedures as included in Appendix C.

B. Modifications to Accounting Method or Water Delivery Schedules

Modifications to the accounting method, the existing water delivery schedules, or the adoption of additional new water delivery schedules, will occur as follows:

1. The addition of water delivery schedules or the modification of adopted schedules or of the accounting method will be in accordance with the provisions of Section IX of these Procedures.
2. The accounting method and adopted delivery schedules will remain valid and in force until formally amended by the Commission.
3. An exception shall exist for minor modifications to the accounting method or a water delivery schedule which will not materially affect the accounting method or the water delivery schedule and may occur as follows:
 - a. All minor modifications to the accounting method or a water delivery schedule must be reviewed by the Operations Committee at a special or regular meeting.
 - b. The notice and hearing requirements for amending the accounting method or a water delivery schedule as provided under Section IX of these Procedures shall not apply.

- c. If the Operations Committee finds the proposed modifications are minor and will not alter the intent of the accounting method or delivery schedule, and will not materially affect water users, then by unanimous vote of the Operations Committee the accounting method or delivery schedule will be modified.
- d. If there is not a unanimous vote of the Operations Committee, then the modifications shall not be approved until they have been formally adopted by the Commission as provided for in Section IX of these Procedures.

IX. AMENDMENTS TO THESE PROCEDURES OR TO THE DELIVERY SCHEDULES

A. General

Upon adoption, these Procedures will remain in force until modified or rescinded by the Commission. Copies of the Procedures, then in effect, will be kept on file with the Commission, and with the signatory States, for public inspection.

B. Amendment Procedure

It is anticipated that amendments and additions to these Procedures, and to the delivery schedules, will be required as experience is gained in administering the Lower Division diversions. The following procedures apply when making such amendments:

1. The Commission will cause one of its standing committees to review proposed changes to these Procedures, or the delivery schedules, and to present recommendations thereon to the Commission. Upon presentation of the recommendations, the Commission may, after any necessary review, discussion, investigation and notice, vote:
 - a. to adopt the changes as "final amendments" by unanimous vote of the Commission in accordance with the Commission's Bylaws if the Commission determines that the modifications are minor and will not materially affect water users: or
 - b. to adopt the changes as "proposed amendments" in accordance with the Commission's Bylaws.
2. If the Commission adopts the changes as "proposed amendments," the Commission will provide public notice as follows:
 - a. Notice of the "proposed amendments" will be posted in the courthouses for each county in Idaho (Franklin, Caribou, Oneida and Bear Lake), Utah (Box Elder, Rich, and Cache), and Wyoming (Lincoln and Uinta).

- b. The Commission will advertise in papers of general circulation, for two consecutive weeks, its intention to hold public hearings on the proposed amendments.
 - c. The Commission will notify the State officials, and the river commissioners in Idaho, Utah, and Wyoming, of the Commission's intent to amend these Procedures or the water delivery schedules.
 - d. Additional public notice may be given as the Commission deems appropriate.
 - e. The public notice, in general, will describe the "proposed amendments," the time and place for public hearing, and invite public input.
3. At least two public hearings in the Lower Division, one in Idaho and one in Utah, will be conducted as follows:
- a. The hearings will be held by the Commission and conducted by the Chairman, Vice Chairman or designee as directed by the Commission.
 - b. The hearings will allow an opportunity for all present to comment on the "proposed amendments."
 - c. The record will remain open for fourteen calendar days following the last hearing to provide additional time for written comment.
 - d. A summary of the written comments and testimony received will be made under the direction of the Commission.
4. Subsequent to the hearings and receipt of public comment and after a ten-day notice to its members, as provided for under the Bylaws, the Commission will reconvene to act in whole or in part upon the "proposed amendments." Action of the Commission will be in accordance with the Commission's Bylaws.

APPENDIX A

PETITION REQUESTING DECLARATION OF A WATER EMERGENCY IN THE LOWER DIVISION

November 18, 1997

1. Name of Petitioner _____ Date _____
Address _____
Home Phone _____ Work Phone _____
2. Water Right Information:
By Owner _____
By State Water Right Number _____
3. If owner of the claimed water right is different than in the Water Delivery Schedule(s), describe your interest in the water right and, if necessary, provide documentation attached to this petition confirming your interest.

4. Describe the amount of water you believe you are entitled to and are now being deprived of its use.

5. State the beneficial use(s) to which you would place the water.

6. Describe the amount of water you are currently receiving and the beneficial use(s) to which you are currently using the water.

7. If you can, indicate what portion of your current water supply is natural flow and what portion is storage water.

8. If you are a contract holder for storage water in Bear Lake, identify the contract and its status, including amount of water received this year and last year.

9. If your use or supply has been restricted, describe what you have done to determine that such restriction has not been due to junior diversions in Utah.

10. State the reasons which bring you to the conclusion that you are being deprived of water to which you are entitled because of diversion in Idaho.

11. Identify, if you can, the diversions in Idaho you believe are depriving you of water.

12. Give any additional information you have that you believe will assist the Commission in evaluating this petition and your allegations.

I represent that the above information is true and correct to the best of my knowledge and belief.

Signature and Title of Petitioner

IF SIGNED BY PERSON OTHER THAN PETITIONER, THIS PETITION MUST BE ACCOMPANIED BY A SIGNED AND NOTARIZED POWER OF ATTORNEY.

APPENDIX B

ACCOUNTING & DISTRIBUTION METHOD

April 20, 2004

I. INTRODUCTION

The Bear River Commission's Procedures for Lower Division Water Delivery, to which this document is appended, provide for the description of an accounting method which can be used to account for the distribution of Lower Division main stem Bear River flows, including accounting of stored water, without regard to state line, pursuant to the water delivery schedule(s) set forth in Appendix C (see definitions found in III.C. of these Procedures). The purpose for describing the accounting method is to document the necessary logic and approach for water distribution and delivery calculations. The method described below is based upon appropriate hydrologic and water right accounting and distribution principles and upon provisions found within both the Dietrich and Kimball Decrees.

Upon the declaration of a water emergency, the administration of water deliveries will proceed as needed between the Commission and the States of Idaho and Utah and their respective river commissioners or watermasters. Both the States of Idaho and Utah will use their respective computer accounting models which implement the same methodologies as described below. In order to protect water users, the states will provide timely diversion measurements and regulation with weekly reporting to the Engineer-Manager as described in Section VII of the Procedures for Lower Division Water Delivery.

II. ACCOUNTING

During a Commission declared water emergency, the distribution and delivery of natural flows will be made to users within Idaho and Utah by priority and without regard to the state line. It is recognized that during much of the irrigation season, stored water releases from Bear Lake have a dramatic impact to the main stem Bear River flows in the Lower Division. It is further recognized that Utah Power controls these releases within restraints provided for by the Compact and under state water law to deliver stored water to contract users. The recognition of these contract holders and the segregation of stored water from the natural flow is vital to water accounting and delivery. Therefore, in a water emergency, the following will apply:

- A. In order to properly account for water travel times and stored water delivery losses, the river will be divided into a series of reaches. Reaches are defined based upon available stream flow information and/or between points on the river where there are changes in hydrology, including at major points of diversion or tributary confluences. Once the reaches are defined, the natural flow gain (or loss as a

negative gain) within the reach is calculated. The natural flow gain within a given reach is defined as the discharge from the reach, plus any diversions within the reach, minus the inflow to the reach, plus or minus changes in reservoir contents within the reach. Reach gains and natural flows available for diversion within each reach will be calculated and distributions will be made to users diverting under water rights for non-hydropower purposes set forth in Appendix C (Water Delivery Schedule No. 1) within that reach and downstream reaches, by priority.

- B. Once all of the natural flow has been distributed, all junior rights will be distributed zero natural flow. If in the distribution process there is only sufficient natural flow to meet a portion of the rights with identical priorities, then distribution will be made on an equal percentage of the available natural flow to each right holder with the identical priority.
- C. Main stem water users will be allowed diversions of stored water upon receipt by the Commission from Utah Power of storage allocations for that year in acre-feet by storage contract holder. The storage allocations provided by Utah Power may reflect the total storage limitations agreed to in the Bear Lake Settlement Agreement.¹
- D. To properly account for use of all stored water from Bear Lake, a calculation of natural flow diversions and use of stored water released from Bear Lake will be made beginning on the date during the irrigation season when stored water was first released from Bear Lake.
- E. Individual stored water use accounts will be tracked during the remainder of the water emergency and once the stored water allocated to an individual water user is fully used, the water user will not be allowed additional diversions of stored water unless the Commission receives notice from Utah Power that supplemental storage allocations have been made.
- F. As provided for in the Dietrich Decree, “in order to compensate for the natural yield of the Bear Lake area,” water released from Bear Lake shall include an amount of water to be “regarded as ‘natural flow’” in the following amounts during the year:

- 50 cfs from April 20th to July 1st,
- 35 cfs from July 1st to July 15th,
- 25 cfs from July 15th to August 1st, and
- 15 cfs from August 1st to September 15th

¹ The Bear Lake Settlement Agreement is an agreement entered into on April 10, 1995 between PacifiCorp, the “Bear Lake Group,” and the “Irrigators.”

- G. Stored water released from Bear Lake will be subject to transit losses as provided for in the Dietrich and Kimball Decrees so as to protect natural-flow water rights. The decreed transit losses are as follows: 1½ percent of the stored water flowing from the Bear Lake outlet works to above Grace Dam and an additional 1 percent transit loss for stored water remaining between each of the following points: Grace Dam and the diversion for West Cache Canal; between the diversion for West Cache Canal and the Idaho-Utah State Line; and between the Idaho-Utah State Line and Cutler Reservoir.
- H. The movement of natural flow and stored water within the system will be subject to travel time as provided for generally in the Dietrich and Kimball Decrees. It has been determined that the travel time from Outlet Canal to Corinne is approximately 5 days. Therefore, the travel time used in the accounting models will be different from the travel time identified in the decrees.
- I. A summation of total natural flow and stored water available for diversion by reach will be made and the appropriate division and regulation of such flows within the reaches will be the responsibilities of the states and their respective river commissioners or watermasters.

III. DISTRIBUTION

An integrated water delivery schedule of all Bear River Lower Division main stem water rights deliverable in both Idaho and Utah has been created and incorporated into the states' computer accounting models. During a water emergency, the states will provide timely diversion measurements and regulation with weekly reporting to the Engineer-Manager as described in Section VII of the Procedures for Lower Division Water Delivery. The following will apply:

- A. Natural flow will be distributed according to priority of rights on the main stem Bear River in the Lower Division, based on Water Delivery Schedule No. 1 set forth in Appendix C.
- B. Stored water from Bear Lake will be accounted for and distributed to storage water contract holders up to their contracted amount provided by Utah Power.
- C. Tributary streams will be administered by state officials having jurisdiction in Idaho and Utah.
- D. Based upon studies performed by the States of Idaho and Utah, it has been determined that depletions to the mainstem Bear River from existing groundwater development (as of April 2003) are approximately 4.9 c.f.s. in Idaho and 4.1 c.f.s. in Utah. These depletions, relative to the total flows in the Bear River, are small and cannot be accurately measured and accounted for using the mainstem gages on the Bear River. Therefore, under these Interim Procedures during a Lower Basin

water emergency, groundwater depletions will not be accounted for or administered in the distribution of water according to the integrated water delivery schedule set forth herein. Both states shall continue to monitor and study the impact of groundwater diversions on the flows of the Bear River, and the effects of groundwater depletions will be included as required by each state under the water distribution and accounting laws and administrative rules of that state. To prevent or mitigate depletions to the mainstem Bear River from future groundwater appropriations, the Director of the Department of Water Resources in Idaho shall act pursuant to and in conformance with the groundwater management plan for the Bear River Ground Water Management Area promulgated by the Idaho Department of Water Resources, and the State Engineer in Utah shall act pursuant to and in conformance with the provisions of the Interim Cache Valley Ground-water Management Plan promulgated by the Utah Division of Water Rights.

Water Delivery Schedule No. 1
Lower Division Main Stem Bear River

WATER	NOTES	PRIORITY	FLOW			
RIGHT		YR	M	D	(CFS)	AF
13-00966		1879	5	1	2.20	
25-6299		1880	5	1	2.00	
25-6300		1880	5	1	1.50	
25-7522		1880	5	1	0.50	
25-9437		1880	5	1		81.54
25-11044		1880	5	1		89.37
13-00970		1880	5	1	6.50	
13-00969A		1882	5	1	3.46	
13-00973		1882	5	1	13.00	
13-07631		1882	5	1	0.31	
13-8046		1882	5	1	0.11	
13-07632		1882	5	1	1.58	
13-7881		1882	5	1	0.04	
13-00621		1883	5	7	0.80	
13-00971		1883	6	10	2.68	
13-8028		1883	6	10	0.32	
13-00975		1883	7	10	5.00	
13-00681B		1884	5	2	1.00	
13-00682B		1884	5	2	0.50	
13-00683		1884	5	2	0.50	
29-2856		1889	3	1	333.00	
11-1096		1889	3	14	7.50	
11-07474		1889	5	1	11.50	
11-07475		1889	5	1	12.50	
11-00256		1889	5	1	2.50	
13-07657		1889	5	1	2.00	
13-00959		1889	6	1	33.00	
13-00953	¹	1889	7	30	4.00	
25-7523		1889			0.50	
29-1912	²	1890			30.00	
11-00531C		1892	5	1	2.02	
11-00531D		1892	5	1	1.00	
25-6467		1894	5	1	0.50 *	
25-6881		1894	5	1	0.15 *	
25-11765		1894	5	1	0.04 *	
25-11777		1894	5	1	0.31 *	
13-00954		1895	3	21	2.40	
29-3481		1895	8	12	4.50	
13-00991C		1897	3	1	200.00	
13-00964		1898	8	31	1.00	
13-00965		1898	8	31	0.90	
13-00974		1899	9	12	186.00	
25-3505		1899	9	12	1.50	
11-00253		1900	5	1	1.50	
13-00960B		1901	2	23	2.58	
13-00960D		1901	2	23	2.00	
13-00960E		1901	2	23	26.22	
13-00960F		1901	2	23	4.20	
13-00992C		1901	5	14	240.00	
29-2857		1901	5	14	133.00	
13-00972A		1902	6	10	5.68	
13-00972B		1902	6	10	0.14	
13-8029		1902	6	10	0.68	
29-3698	²	1902				2,000.00
29-3739		1902			75.20	
29-1855	^P	1903	12	1	270.00	
						OWNER
						GENTILE VALLEY (HARRIS, A. W.)
						■ W. Lee Reese Revocable Trust and D'on Reese Revocable Trust
						■ W. Lee Reese Revocable Trust and D'on Reese Revocable Trust
						■ Dusty Rees Livestock, LLC
						PacifiCorp
						PacifiCorp dba Utah Power and Light Company
						☉ NELSON DITCH CO.
						SMITH-BOSEN
						☉ RIVERDALE IRRIGATION CO.
						SMITH, HYRUM J, BOSEN, A C, AND GREEN, MELVIN
						BOYACK
						BOYACK
						BOYACK
						☉ WHEELER FAMILY TRUST
						☉ RIVERDALE PRESTON IRRIGATION CO.
						☉ READ LANE IRRIGATION CO LLC
						» WEST CACHE IRR. CO. (BATTLE CREEK)
						☉ WHEELER FAMILY TRUST
						☉ WHEELER FAMILY TRUST
						☉ WHEELER FAMILY TRUST
						» Bear River Canal Company
						PACIFICORP LEASE (Paul Kunz)
						☉ EIGHT MILE RANCH LLC
						EIGHT MILE RANCH LLC (leased to LAST CHANCE)
						☉ EIGHT MILE RANCH LLC
						EIGHT MILE RANCH LLC
						☉ GENTILE VALLEY IRRIGATION CO. LTD.
						JOHNSON, E. P.
						■ Dusty Rees Livestock, LLC
						R&P Wetlands and Waterfowl, LLC, FWS, Wetlands Management Company L.L.C.
						P4 PRODUCTION LLC (Soda Creek - leased to LAST CHANCE)
						P4 PRODUCTION LLC (Lessee: OREGON TRAIL GOLF COURSE OF SODA SPRINGS)
						■ The Goodwin Family Trust, Warren and Cathy Hughes Family Trust, Larry B. and Linda Pitcher
						■ BRR, LLC, Duane Williams
						■ Duane L. Williams
						■ BRR, LLC, Duane Williams
						BEAR RIVER MEADOWS LLC
						Jeremy R. and Sarah B. Gonzales
						» LAST CHANCE CANAL CO. LTD.
						☉ GENTILE VALLEY (ELLSMORE)
						☉ GENTILE VALLEY (HARRIS)
						» WEST CACHE IRRIGATION CO.
						■ Munk Jorgensen Pump Company
						CHRISTENSEN, CHRIS
						☉ SKABELAND, DAVID
						☉ HOGAN, WAWN S.
						☉ GENTILE VALLEY (THATCHER IRR. CO.)
						☉ SKABELAND, DAVID
						» LAST CHANCE CANAL CO. LTD.
						» Bear River Canal Company
						☉ RIVERDALE PRESTON IRRIGATION CO.
						☉ HIGLEY, JOHN L
						READ LANE IRRIGATION CO LLC
						US Fish & Wildlife Service
						Bear River Club Company
						Pacificorp dba Utah Power & Light Company

Water Delivery Schedule No. 1
Lower Division Main Stem Bear River

WATER	NOTES	PRIORITY	FLOW			AF	OWNER
RIGHT		YR	M	D	(CFS)		
13-00961		1904	4	18	7.00	14,496.64	☐ RAY SAUER FARMS, INC.
13-07919		1904	4	18	5.00		☐ BARTHLOME, DAVID
29-2633		1904	6	18			» Bear River Canal Company
11-02006	1	1905	10	5	0.80		DREWERY, HARRY
13-00957	P	1905	12	28	500.00		UTAH POWER & LIGHT CO. (Grace)
29-2146	P	1906	12	1	135.00		Pacificorp dba Utah Power & Light Company
13-00958	P	1908	7	6	500.00		UTAH POWER & LIGHT CO. (Grace)
29-2147	P	1908	12	1	135.00		Pacificorp dba Utah Power & Light Company
13-00955		1909	8	9	138.16		» LAST CHANCE CANAL CO. (BENCH B)
13-00956		1909	12	31	25.60		» LAST CHANCE CANAL CO. (BENCH B)
11-00449		1910	5	1	0.20		P4 Production LLC (Soda Creek - leased to LAST CHANCE)
13-00967	P	1910	6	17	1000.00		UTAH POWER & LIGHT CO. (Oneida)
11-00262		1910	7	29	54.00		» LAST CHANCE CANAL CO.
13-00968	P	1911	1	18	1500.00		UTAH POWER & LIGHT CO. (Oneida)
11-00248		1911	3	1	3000.00	4,000.00	UTAH POWER & LIGHT CO. (Stewart)
11-00249		1912	9	11	2500.00		UTAH POWER & LIGHT CO. (Stewart)
29-2148	P	1912	12	2	500.00		Pacificorp dba Utah Power & Light Company
29-2858		1914	5	1	43.00		» Bear River Canal Company
13-02310	1	1914	5	6	0.25		OREGON SHORT LINE RAILROAD CO.
13-02066		1914	12	11	100.00		» CUB RIVER IRRIGATION CO.
25-3031		1915	5	4	2.00		■ Paul F. Cardon
13-00962	P	1916	3	9	1500.00		UTAH POWER & LIGHT CO. (Cove)
13-00963	P	1916	3	28			UTAH POWER & LIGHT CO. (Cove)
25-6236		1916	5	15	3.00		■ Munk Jorgenson Pump Company
25-5132		1916			6.00		» West Cache Irrigation Company
25-7045		1916			4.00 *		■ Ronald H. and Lori Ann Hoffman, and Munk Brothers L.L.C.
25-7046		1916			4.00 *		■ Thain Dairy, Inc.
25-6322		1917	5	1	3.00 *	204.40	■ Munk Brothers, LLC, and Brent and Debra Munk Trus
25-6323		1917	5	1	3.00 *		■ George T. Tarbot Estate
25-6324		1917	5	1	3.00 *		■ John Lee and Boonie T. Fisher
25-6910		1917	5	1	2.00 *		■ Jace K. Ballard Heritage Trust☐
25-6911		1917	5	1	2.00 *		■ Lanny Ballard Family Trust U/A/D August 25, 1993, Jace K. Ballard Heritage Trust, and Lanny Ballard Properties #5, L.C.
25-6912		1917	5	1	2.00 *		■ Jace K. Ballard Heritage Trust and Rodney S. Wilhelm and Luann B. Wilhelm
25-6913		1917	5	1	2.00 *		■ Todd N. Ballard Family Trust
25-6914		1917	5	1	2.00		■ Allen, John E.
25-6915		1917	5	1	2.00 *		■ Reese Revocable Trust, and Todd N. Ballard Family Trust
25-6939		1917	5	1	2.00 *		■ Jace K. Ballard Heritage Trust
25-6318		1917	5	1	7.00 *		■ Benson-Bear Lake Irrigation Company
25-8346		1917	5	1	1.00 *		■ Benson-Bear Lake Irrigation Company
EX 581		1917	5	1	7.00 *		■ W. D. Johnson & Sons
EX 802		1917	5	1	7.00 *		■ W. D. Johnson & Sons
EX 1194		1917	5	1	3.00 *		■ Watterson, J. T.
25-5087		1917	6	15	4.47	204.40	■ King Irrigation Co.
25-6890		1917	7	5	4.88 *		■ Sandra Spackman
25-6891		1917	7	5	4.88 *		■ Lucky B Properties LLC
25-6892		1917	7	5	4.88 *		■ Lucky B Properties LLC, and Rock Bottom Limited☐
25-6893		1917	7	5	4.88 *		■ Rock Bottom Limited, a Utah Limited Partnership
29-1589		1917	8	2			Kokopelli Investments LLC
29-995		1917	8	2	2.00		Kevin D. Cole and Leann Cole Family Trust
25-6626		1918	5	1	3.00 *		PacifiCorp
25-6625		1918	5	1	3.00 *		■ Pitcher, Larry
25-6624		1918	5	1	3.00 *		■ The Goodwin Family Trust, Warren and Cathy Hughes Family Trust, and Larry B. and Linda Pitcher
25-9944		1918	5	1	3.00 *		■ Laura Simmonds Brough
25-6627		1918	5	1	3.00 *		■ River View Farms LLC
25-6628		1918	5	1	2.91 *		■ Ryan Merrill and Michelle Merrill

Water Delivery Schedule No. 1
Lower Division Main Stem Bear River

WATER	NOTES	PRIORITY	FLOW			AF	OWNER
RIGHT		YR	M	D	(CFS)		
25-11961		1918	5	1	0.06 *		■ Ryan Merrill and Michelle Merrill
25-11963		1918	5	1	0.03 *		■ Ryan Merrill and Michelle Merrill
25-3517		1918	5	1	6.00 *		■ Ronald H. and Lori Ann Hoffman, and Munk Brothers, L.L.C. □
25-6908		1918	5	1	6.00 *		■ Larry J and Mary Falslev Family Trust
25-6909		1918	5	1	6.00 *		■ Michael B. Falslev and Pauline E. Falslev Revocable Trust
29-993	¹	1918	9	4	0.23		Lloyd N. Whitaker
25-3040		1919	5	1	1.50 *		■ The Goodwin Family Trust, Warren and Cathy Hughes Family Trust, and Larry B. and Linda Pitcher
25-6882		1919	5	1	1.50 *		■ Chris and Shannon Clement Living Trust, Dane Dixon and Nadine Dixon, Ramiro Ortiz, Duane L. Williams □
25-10879		1919	5	1	*	10.00	■ BRR, LLC, Jeff Dell and Erica Fitzgerald
25-11243		1919	5	1	*	2.68	■ Aaron and Diane Cannon, Andrew and Molly Davidson, David and Jerilynn Goepel, Dalynn M Jones, Travis Leavitt
25-11253		1919	5	1	*	5.20	■ Duane L. Williams
25-7441		1919	5	1	0.20		■ Pitcher, Larry
25-4523		1919	6	1	1.19		■ Smithfield West Bench Irrigation Company
25-8332		1919	6	1	0.72		■ Rosaura Mather Revocable Trust
25-9334		1919	6	1	0.08		■ A. George & Raymond V. Marchant Brothers
25-8167		1919	6	1	0.78		■ A. George Marchant et ux, and Raymond V. Marchant et ux □
25-6319		1919	6	1	0.86		■ Clint and Kimberli Ballard Living Trust
25-6320		1919	6	1	1.64		■ Scott and Diane Falslev Revocable Trust, Sheldon D. and Ronda F. Olson □
25-8178		1919	6	1	1.66		■ Estancia Irrigation Company, and Rosaura Mather Revocable Trust □
25-8723		1919	6	1	0.58		■ Wheeler Ranch, LLC
29-996		1919	12	9	3.00		Bradley and Roberta Hart
25-6925		1919			1.84		■ Hill Irrigation Company
25-11457		1919			2.16		■ Bodily Heifer Ranch Pump
29-1539		1920	1	7	1.12		Big G Enterprises, LLC, and Earl Lewis Petersen □
29-1001		1920	2	17	0.20		Don Gibbons Family Trust
29-3497		1920	2	17	0.80		Harland Anderson Family Trust
29-4838		1920	2	17	1.63		Holmgren Brothers Inc.
25-3041		1920	3	3	3.00		■ Paul F. Cardon
25-6301		1920	5	1	2.00		■ Robert E. Griffiths, and Lee Reese & Sons L.L.C. □
25-3518		1920	6	1	2.20		■ Charles Walter and Betty J. Wood
29-1003		1920	6	8	1.93 *		Jerry G. Douglas, and Douglas & Ann M. McDonald □
29-1789		1920	6	8	1.93 *		SKZ Properties, LLC
29-2649		1920	6	8	1.93 *		Thompson Family Farm, LLC
25-6917		1920	6	12	2.00		■ Topaz Marketing Limited Partnership; Willard and Seletta Pitcher Trust; and William E. Beckstead Dairy Farm, Inc.
25-6923		1920	6	17	2.50 *		■ MRC Trust
25-6924		1920	6	17	2.50 *		■ Wheeler Ranch, LLC
11-02081	^P	1922	6	12	1500.00		UTAH POWER & LIGHT CO. (Soda)
25-5977		1922			2.50		■ Falslev, Harold N.
29-1506	^P	1923	12	19	2500.00		Pacificorp dba Utah Power & Light Company
29-991		1924	9	13		80.00	Benjamin C. Ferry, and John Y. Ferry IV □
29-1010		1925	6	22	3.50		Mickelsen Land And Livestock, LLC
29-2149		1925	7	22	1.50		Riverbend Land and Cattle Co.
29-2451		1925	7	22	*	177.00	Chesapeake Duck Club
29-3800		1925	7	22	1.25		Joel M. Ferry
29-2452		1925	7	22	*	110.00	Chesapeake Duck Club
29-3801		1925	7	22	1.25		Joel M. Ferry
29-2453		1925	7	22	3.50	130.80	Lynn Barker
13-02111	¹	1926	3	29	0.20		NELSON, TAYLOR
25-7047		1927			2.00 *		■ Jace K. Ballard Heritage Trust
25-7048		1927			2.00 *		■ Allen, John
25-7049		1927			2.00 *		■ Reese Revocable Trust, and Todd N. Ballard Family Trust □
29-1014		1928	11	11	1000.00		USA Fish & Wildlife Service
29-238		1928	12	14	3.00		Rodney Dean Bennett and Kimberly B. Bennett

Water Delivery Schedule No. 1
Lower Division Main Stem Bear River

WATER	NOTES	PRIORITY	FLOW			AF	OWNER
RIGHT		YR	M	D	(CFS)		
25-3058		1929	6	10	1.00		■ Munk, A. Robert
25-7813		1930			2.50		■ Westover Smith Landholdings, LLC
25-6023		1932	3	0	2.30		■ James T. Watterson Revocable Trust, and James T. and Barbara B. Watterson□
13-02148		1943	3	9	0.25		○ JENSEN, FLOYD
11-01102		1945	6	1	0.32		LOVELAND, RICHARD
11-07768		1945	6	1	2.68		ROGERS, VINCE
25-3264		1955	10	8	1.90	400.00	■ Allen, John E.
25-3266		1955	10	11		72.00	■ Bruce N. and Nelda Cowley, Mark Cottle and Veronica Jean Spackman, Lola P. Spackman Revocable Trust, and H. Ryan and Heather E. Weston
25-9827	¹	1955	10	11	1.09	162.40	PacifiCorp
29-1169		1955	10	25	1.90		Joshua Julander and Kristen Julander
25-3259		1955	11	10	3.00	642.00	■ Utah State University
25-3260		1955	11	10	3.00	908.00	■ Utah State University
29-1177		1955	12	21	1.50		McMurdie Family Trust
29-1178		1956	1	14	3.00 *		Hampton Ford Properties LLC
29-1179		1956	1	14	3.00 *		Goring, Sherie Rae
29-1180		1956	1	14	3.00 *		Hampton Ford Properties LLC
29-1183		1956	5	11	2.00		Kevin D. Cole and Leann Cole Family Trust
11-01101		1956	6	1	1.60		WALLENTINE, CLOYD
25-3296		1956	7	23	3.00		■ Larry J and Mary Falslev Family Trust
29-1195		1957	3	29	2.00	221.76	Harold Selman Inc.
25-3311		1957	9	4	2.00		■ Falslev, Harold N.
29-1200		1957	9	18	1.50		Big G Enterprises, LLC, and Earl Lewis Petersen□
29-1215	¹	1958	12	2			Stephen and Marsha Adams
29-1187	¹	1959	8	20	1.00 *	79.20	Rodney T. Gardner
29-2632	¹	1959	8	20	1.00 *		Payne, DeVerl and Irene I., Trustees
25-3358		1960	1	6	2.00	636.00	■ Jay Golden and Helen P. Rigby, and VALJAY RIGBY□
29-1263		1960	3	10	1.81	199.20	W. Eugene & Jeanine S. Hansen□
11-01103		1960	6	1	1.48		HARDCASTLE, LEON
25-3379		1960	8	29	2.00 *		■ Norval H. Johnson
25-3461		1960	8	29	2.00 *		■ William D. Johnson
25-3462		1960	8	29	2.00 *		■ Lee W. Johnson
25-3382		1960	9	27	3.10	785.20	■ Betty Knight Revocable Trust, Bullen Family Trust, Mary Alice Duffin, and Reed Bullen Revocable Trust #2□
25-4550	¹	1966	4	4	3.00		■ Clint and Kimberli Ballard Living Trust
29-1483		1966	4	20	3.00		Lynn H. & Christy H. Richards
25-4647		1966	7	12	2.00		■ Reese Clark Pump & Irrigation Company
25-4911	¹	1969	6	6	0.68		■ Travis Wayne Gibbs and Sarah Jane Gibbs
29-4441		1971	7	6		80.00	Chesapeake Duck Club
13-07048		1973	6	21	1.57		○ BASTIAN, ROLAN V.
13-7971		1973	6	21	0.25		CHRISTENSEN
25-6017		1973	7	26	2.00 *		■ Sandra Spackman
25-9828		1973	7	26	*	91.20	PacifiCorp
25-6083		1973	12	7	0.54	120.00	■ Pitcher, Larry
13-07885		1974	1	14	0.22		○ HOLIDAY
13-07886		1974	1	14	0.29		○ ATKINSON
13-07887		1974	1	14	0.17		○ FUQUA
13-07888		1974	1	14	0.32		○ CLARK FAMILY TRUST
25-6167		1974	3	19	1.50		■ Estancia Irrigation Company, and Rosaura Mather Revocable Trust
29-1898		1974	7	25	1.00		Keith Fridal, SKZ Properties, LLC□
13-07081		1974	7	31	0.62		○ HODGES
25-6262		1974	9	17	2.50		■ CC Ranch Family, LLC
25-6274		1974	11	5	1.50		■ W. Lee Reese Revocable Trust and D'on Reese Revocable Trust
25-6349	¹	1975	3	7	0.83		■ Rosaura Mather Revocable Trust
25-6366	¹	1975	4	17	2.84		■ Western Dairymen Cooperative Inc.
25-6691		1975	11	3	3.80		■ Bullen Farm, LLC
25-6838		1976	3	16	1.75 *		■ Lucky B Properties LLC
25-8211		1976	3	16	1.75 *		■ Lucky B Properties LLC, and Rock Bottom Limited□

Water Delivery Schedule No. 1
Lower Division Main Stem Bear River

WATER	NOTES	PRIORITY			FLOW			OWNER
RIGHT		YR	M	D	(CFS)	AF		
25-8212		1976	3	16	1.75 *			■ Sandra Spackman
25-8213		1976	3	16	1.75 *			■ Rock Bottom Limited, a Utah Limited Partnership
29-2034		1976	4	2	1.00			Harold Selman Inc.
13-07129	¹	1976	4	10	0.09			○ JENSEN, FLOYD
25-6852		1976	4	16	0.35			PacifiCorp
25-6855		1976	4	21	2.00			■ Todd N. Ballard Family Trust, Lanny Ballard Family Trust U/A/D August 25, 1993, Jace K Ballard Heritage Trust, Jace K. Ballard Heritage Trust, Lanny Ballard Properties #5, L.C., Todd N. Ballard Family Trust, and Rodney S. Wilhelm and LuAnn B. Wilhelm □
25-6856		1976	4	21	0.23	50.80		■ Jace K. Ballard Heritage Trust
25-6861		1976	5	4	2.00			■ Ronald H. and Lori Ann Hoffman, and Munk Brothers, L.L.C. □
25-6874		1976	5	21	1.69			■ Thain Dairy Inc.
25-6975		1976	7	20	0.52			■ Paul F. Cardon
25-6978		1976	7	23	2.00			■ A. George Marchant, and Raymond V. Marchant □
25-7162	⁴	1977	2	2	1.10			■ Cream Cup Acres, LLC
25-11266	⁴	1977	2	2		48.00		■ Merlin C. and Diane S. Weeks
25-11275	⁴	1977	2	2		126.00		■ F.W. Dorius Family, LLC
25-7174		1977	2	15	0.74			■ Griffin, Duane W.
25-7329		1977	3	31	0.53			■ Dale V. Benson Inter Vivos Trust, and Janice R. Benson Inter Vivos Trust □
25-6688		1977	10	22	2.00			■ Wilson Kalmar Robbins Trust
25-8015	¹	1979	6	13		24.00		■ F. W. Dorius Family, LLC □
25-8128		1980	2	4	3.36			■ Todd N. Ballard Family Trust, J. W. Rich & Rich L.L.C., and Rudger C. Atkin, Inc.
13-07279		1980	5	3	25.00			» CUB RIVER IRRIGATION CO.
13-07288	^P	1980	5	30	440.00			LAST CHANCE CANAL CO. LTD.
25-8183		1980	7	22	1.64			■ Todd N. Ballard Family Trust, Clint and Kimberli Ballard Living Trust, J. W. Rich & Rich L.L.C. , and Rudger C. Atkin, Inc.
29-2549	³	1980	12	22	150.00			» Bear River Canal Company
13-07297	^P	1981	2	11	220.00			LAST CHANCE CANAL CO. LTD.
25-8263		1981	3	24		893.20		■ Munk Brothers LLC
25-8268		1981	4	9		301.60		■ Innovasis Properties LLC
25-8272		1981	4	14	1.50			■ Lindley, William
29-2725		1981	4	22	50.00	12,712.00		» Bear River Canal Company
25-8297		1981	6	23	0.67			■ Dale V. Benson Inter Vivos Trust, and Janice R. Benson Inter Vivos Trust □
25-8389		1982	6	10	2.00			■ Janis F. Lindley Revocable Trust
25-8397		1982	7	26	3.00	272.40		■ Munk Brothers LLC
25-8724		1986	3	11	1.78	425.60		■ Wheeler Ranch, LLC
29-3321		1987	6	11	300.00	66,492.16		» Bear River Canal Company
25-8949		1988	12	21	1.50	299.32		■ Archibald, Cecil
25-8991		1989	5	24	1.42			■ Utah State University
25-9014		1989	10	20	5.72	1,083.60		■ Jace K. Ballard Heritage Trust, Benson Culinary Water Improvement District, Paul Stewart, Wendy Stewart, and Todd N. Ballard Family Trust
29-3700		1992	8	26	0.74	26.00		Elwood Town

Water Delivery Schedule No. 1
Lower Division Main Stem Bear River

WATER RIGHT	NOTES	PRIORITY			FLOW	AF	OWNER
		YR	M	D	(CFS)		

Notes: The following text and listings of storage water users are for informational purposes and assist in distribution in modeling efforts. Owners appearing in upper case letters divert water in Idaho and those with lower case letters divert water in Utah.

- » storage contract with PacifiCorp
- storage under PacifiCorp's allocation to Bear River Small Irrigators of Idaho
- storage under PacifiCorp's contract w/ Bear River Small Irrigators Inc. (Utah)

* denotes diversion shared with other water right(s)

- 1 water rights not included in accounting models
- 2 water rights which can only divert when the river stage is high, not included in the accounting models
- 3 water right for winter use only
- 4 UT water right which was moved to Cub River Irrigation Company's Bear River pump in ID
- P power right

Idaho unadjudicated claimed rights which only receive natural flow when the river is not in regulation, but which thereafter receive stored water under contracts with PacifiCorp.	<div><input checked="" type="checkbox"/> COOK, CLYDE</div> <div><input type="checkbox"/> <input checked="" type="checkbox"/> INGLET, ALEX P.</div> <div><input type="checkbox"/> <input checked="" type="checkbox"/> JOHNSON, B., ESTATE</div> <div><input type="checkbox"/> <input checked="" type="checkbox"/> LAMONT, BRUCE</div> <div><input checked="" type="checkbox"/> WHITNEY, C.</div>
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Water users who do not receive main stem Bear River natural flow but who do have contracts with PacifiCorp for stored water which is diverted from the main stem of the Bear River. Such use of stored water will be regulated pursuant to contracts and storage allocations to protect main stem Bear River natural flow water rights.	<div><input checked="" type="checkbox"/> FOSTER, RON</div> <div><input type="checkbox"/> <input checked="" type="checkbox"/> FOX, LAWRENCE</div> <div><input type="checkbox"/> <input checked="" type="checkbox"/> PHELPS, GROVE</div> <div><input type="checkbox"/> <input checked="" type="checkbox"/> NEBEKER (Indian Creek, 11-245)</div>
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Diversions and use of Bear Lake storage water by PacifiCorp or its leasees on lands owned by PacifiCorp which do not have a main stem Bear River natural flow water right	<div>PACIFICORP - KUNZ, CHARLES</div> <div>PACIFICORP - KUNZ, PARLEY</div> <div>PACIFICORP - KUNZ, PAUL</div>
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Idaho unadjudicated claimed rights owned by PacifiCorp which only receive natural flow when the river is not in regulation, but which thereafter receive stored water from Bear Lake.	<div>PACIFICORP - LIFTON STATION DOMESTIC/IRRIGATION</div> <div>PACIFICORP - SODA HYDRO PLANT IRRIGATION</div> <div>PACIFICORP - SODA HYDRO PLANT POWER</div> <div>PACIFICORP - SODA HYDRO PLANT POWER</div> <div>PACIFICORP - SODA HYDRO PLANT DOMESTIC</div> <div>PACIFICORP - GRACE DAM DOMESTIC</div> <div>PACIFICORP - GRACE DAM IRRIGATION</div> <div>PACIFICORP - GRACE HYDRO PLANT LAWN</div> <div>PACIFICORP - GRACE HYDRO PLANT DAM/IRRIGATION/STOCK</div> <div>PACIFICORP - ONEIDA HYDRO PLANT DOMESTIC</div> <div>PACIFICORP - ONEIDA HYDRO PLANT IRRIGATION</div> <div>PACIFICORP - ONEIDA HYDRO PLANT POWER</div>
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**POSITION AND POLICY CONCERNING
NEW SIGNIFICANT WATER RIGHT FILINGS
AND DEVELOPMENT ON THE BEAR RIVER**

April 16, 2009

HISTORY OF REVISIONS

April 16, 2009 – Adopted



BEAR RIVER COMMISSION

POSITION AND POLICY CONCERNING NEW SIGNIFICANT WATER RIGHT FILINGS AND DEVELOPMENT ON THE BEAR RIVER

April 16, 2009

The Bear River Compact was, in part, created to protect the rights of the member States to use the water resources of the Bear River as described by the Compact. The Compact also was created to limit the use of the water resources in one State as necessary to protect the rights of the other States to the use of the Bear River. The Bear River Commission is to carry out the provisions of the Compact.

The Compact also provides a protection from actions that would adversely impact water right holders within the Bear River drainage regardless of State lines. The Compact provides that the administration of water rights will be performed by the respective State agency in each of the three member States. Article XI of the Compact states in part:

Applications for appropriation, for change of point of diversion, place and nature of use, and for exchange of Bear River water shall be considered and acted upon in accordance with the law of the State in which the point of diversion is located, but no such application shall be approved if the effect thereof will be to deprive any water user in another State of water to which he is entitled, nor shall any such application be approved if the effect thereof will be an increase in the depletion of the flow of the Bear River and its tributaries beyond the limits authorized in each State in Articles IV, V and VI of this Compact.

The Commission finds that there is an increasing demand for the use of the waters of the Bear River. New water resource development might occur with the building of additional storage as provided for by the Compact. New development might also be accomplished by the changing or transferring of established rights to new uses. At other times new developments are being proposed by new appropriations. These anticipated water right actions may involve water rights and use only in one State or in one section of the river as defined by the Compact or the proposal may cross these administrative lines.

The Commission believes that full consideration of all issues, regardless of their administrative lines, can and should be given by the individual State water right administering agency. The Commission finds that there is a strong spirit of cooperation between the States with a promise to abide by the provisions of the Compact. The Commission believes that water right holders in one State with concerns with proposals in another State should be given full consideration by the State where the administrative action is to occur. Therefore, it is the position of the Commission that it will not become formally involved in any of the States' administrative actions unless invited by the

administrative agency. Examples of actions the Commission does not intend to take would be the adoption of formal positions on proposed water right actions or developments, the filing of a protest or a letter of support in any State administrative action or publicly declaring support or opposition.

The Commission believes that it has three roles to play concerning water right filings on the Bear River, namely:

- 1) the Commission should provide to its members information in a timely manner concerning proposals that may have interest or potential impacts to the management and use of the waters of the Bear River system. To accomplish this, the Commission requests its member Commissioners to provide appropriate information for applications of interest that have a potential Compact tie or component to the Engineer-Manager and instructs its Engineer-Manager to pass on appropriate information and to facilitate its dissemination. The Commission intends, as has been the case in the past, to use Commission meetings also as an opportunity to disseminate information,
- 2) the Commission also believes that it has a responsibility to make certain that new water right changes, transfers and appropriations can be properly administered when there is a crossing of administrative lines and that further the Commission must ensure that provisions of the Compact can be adhered to through proper future administration. To ensure this, the Commission instructs its Technical Advisory Committee to be vigilant with respect to these administrative issues and to report to the Commission its findings, and
- 3) the Commission believes that it must always be vigilant to make certain that the aspects of the Compact agreed to by the States and the federal government are honored. Hence, actions by State administrating agencies can and will be discussed by the Commission if issues concerning adherence to the Compact are raised.

MISCELLANEOUS DOCUMENTS

**AMENDED AND RESTATED
BEAR LAKE SETTLEMENT AGREEMENT
July 2, 2004**

**OPERATIONS AGREEMENT
FOR PACIFICORP'S BEAR RIVER SYSTEM
April 18, 2000**

**AGREEMENT REGARDING
THE BEAR RIVER SYSTEM
October 5, 1999**

**AMENDED AND RESTATED
BEAR LAKE SETTLEMENT AGREEMENT**

July 2, 2004

**AMENDED AND RESTATED
BEAR LAKE SETTLEMENT AGREEMENT**

THIS AMENDED AND RESTATED BEAR LAKE SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this 2nd day of July, 2004, by and between LAST CHANCE CANAL COMPANY, CUB RIVER IRRIGATION COMPANY, WEST CACHE IRRIGATION COMPANY, BEAR RIVER CANAL COMPANY, and THE BEAR RIVER WATER USERS ASSOCIATION, INC. (referred to collectively as the "Company Irrigators"); and BEAR LAKE WATCH, INC. in its own behalf and as successor in interest to JIM KIMBAL, EMERALD BEACH, INC., and BEAR LAKE EAST, INC. (referred to collectively as the "Bear Lake Group"); and PACIFICORP. The foregoing are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, PacificCorp owns certain decreed rights under the Dietrich Decree in Idaho (*Utah Power & Light Company v. Last Chance Canal Company, Limited, et al.*, in Equity No. 203, July 14, 1920) and the Kimball Decree in Utah (*Utah Power & Light Company v. Richmond Irrigation Company, et al.*, February 21, 1922) to divert water from Bear River for storage in the top 21.65 feet of Bear Lake between elevations 5902 and 5923.65 and to operate, manage and release the same for irrigation in the Bear River Valley in Idaho and Utah; power generation incidental to releases for irrigation, stockwatering and flood control; and flood control and for other beneficial uses; and

B. WHEREAS, the Company Irrigators and certain individual small irrigators diverting water from Bear River under State granted water rights in the States of Idaho and Utah (the "Small Irrigators") hold contracts with PacificCorp to receive Bear Lake storage water which has historically been applied to beneficial use for the supplemental irrigation of more than 157,000 acres in Idaho and Utah (the "Contracts"); and

C. WHEREAS, the Bear Lake Group represents the interests of its members who consist of property owners around Bear Lake, recreationalists and others who use waters of Bear Lake for recreation, aesthetic and other non-consumptive purposes; and

D. WHEREAS, the Parties have heretofore entered into that certain agreement entitled "Bear Lake Settlement Agreement," dated April 10, 1995 (the "Original Settlement Agreement"); and

E. WHEREAS, the signatories to the Original Settlement Agreement included two unincorporated associations of individual irrigators identified as the "Idaho Pumpers Association" and the "Utah Pumpers Association" (the "Associations"). The members of the Associations are referred to in this Agreement as the "Small Irrigators"; and

F. WHEREAS, as contemplated in the Original Settlement Agreement, the Parties have pursued with the states of Idaho, Utah and Wyoming the concept and implementation of a single interstate model and modeling process for the administration and distribution of water in

the Bear River System (the "Interstate Model"), including the delivery of supplemental irrigation storage water out of Bear Lake allocated by PacifiCorp among the Company Irrigators and Small Irrigators holding Contracts with PacifiCorp as set forth herein; and

G. WHEREAS, because the Interstate Model improved the accuracy of accounting for Bear River natural flow and Bear Lake storage water use, PacifiCorp and certain of the Company Irrigators and Small Irrigators amended their Contracts to adjust the amount of Bear Lake storage water releases to them, which Contracts specifically made reference to the Original Settlement Agreement; and

H. WHEREAS, subsequent to the Original Settlement Agreement, PacifiCorp entered into certain agreements referencing the Original Settlement Agreement, among them the October 5, 1999 and April 19, 2000 agreements with the States of Wyoming, Idaho and Utah; and

I. WHEREAS, as contemplated in the Original Settlement Agreement, the Parties have been able to resolve conflicts by pursuing means other than litigation, and appropriate changes to the "Irrigation Water Allocation Lake Recovery Proposal for Bear Lake" have been demonstrated; and

J. WHEREAS, certain provisions of the Original Settlement Agreement are no longer applicable; and

K. WHEREAS, the Parties desire to amend and restate in its entirety the Original Settlement Agreement to facilitate the changes set forth above in this Agreement.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED among the Parties as follows:

1. The Bear Lake Irrigation Water Allocation and Lake Recovery Table attached hereto as EXHIBIT "A" and incorporated by reference herein, is hereby approved by the Company Irrigators and Bear Lake Group, and adopted by PacifiCorp as established policy for the supplemental irrigation water delivery component of its operation and management of Bear Lake. The Bear Lake Irrigation Water Allocation and Lake Recovery Table attached as Exhibit "A" hereto replaces and supersedes the "Irrigation Water Allocation Lake Recovery Proposal for Bear Lake" table attached to the Original Settlement Agreement.

2. The Parties acknowledge and agree that PacifiCorp shall retain the authority and discretion to determine the "Estimated Lake Elevation" set forth in Column (A) of Exhibit "A;" adjust the "Estimated System Losses" set forth in Column (H) of Exhibit "A;" and make all decisions regarding the operation and maintenance of PacifiCorp's Bear River and Bear Lake system facilities. Under extreme conditions of unforeseen circumstances, and for good cause shown, PacifiCorp, after consultation with the Bear Lake Preservation Advisory Committee (the "Advisory Committee"), may adjust the Annual Allocation set forth in Column (E) of Exhibit "A."

3. The Advisory Committee shall remain in effect and consists of a representative of each of the Company Irrigators, representatives of the entity or entities comprising the Small Irrigators, each of the entities comprising the Bear Lake Group, representatives for PacifiCorp, and representatives from the Bear River Commission and the States of Idaho, Utah and Wyoming should they desire to participate, as well as other parties who have an interest in promoting the goals enumerated below. The purpose of the Advisory Committee will be to address and attempt to resolve through compromise and negotiations disagreements among the Parties and others concerning the use, operation and management of Bear Lake. Among other things, the purposes of the Advisory Committee will include the following;

- a. to promote water conservation and efficient use practices;
- b. to promote more reliable water supplies in Bear Lake and Bear River for all users;
- c. to promote soil and energy conservation and improved water quality;
- d. to pursue means other than litigation to resolve conflicts;
- e. to continue to support the concept of a single accounting model for administration of water in the Bear Lake/Bear River System; and
- f. to periodically review Exhibit "A" and recommend changes in that policy to PacifiCorp as may be appropriate.

4. PacifiCorp shall present its Estimated Annual Allocation to the Company Irrigators and Small Irrigators based upon the Estimated Lake Elevation of Bear Lake as set forth in Exhibit "A" or its anticipated flood control release projections at a meeting of the Advisory Committee. The Advisory Committee will meet at least annually as scheduled by the Advisory Committee or PacifiCorp.

5. The Company Irrigators shall be allocated 92.2% of the Estimated Annual Allocation to Irrigators as set forth in Column (E) of Exhibit "A." The 92.2% of the Estimated Annual Allocation to Irrigators shall be apportioned by the Company Irrigators among themselves according to a written apportionment schedule established by the Company Irrigators at their sole discretion and approved under the bylaws of the Bear River Water Users Association. The remaining 7.8% of the Estimated Annual Allocation to Irrigators shall be allocated by PacifiCorp to the Small Irrigators as follows: Idaho Small Irrigators 3.0% and Utah Small Irrigators 4.8%. The Idaho Small Irrigators and/or the Utah Small Irrigators may organize corporations or entities to which the individual Contracts of the Small Irrigators are assigned. The Parties do not object to such assignments so long as no more than 7.8% of the Estimated Annual Allocation to Irrigators is allocated to such corporations or entities. The Bear Lake Group does not agree or disagree with, or in any manner take part in, this provision of this Agreement.

6. The Parties provide and hereby intend that the Small Irrigators participate in this Agreement either as set forth in Paragraph 5 above, or as one or two representative organizations receiving allocations of the Estimated Annual Allocation as set forth in Paragraph 5 above. If the Small Irrigators participate as one organization, said organization shall include all of the Small Irrigators. If the Small Irrigators participate as two organizations, said organizations shall be organized by State and include all Idaho Small Irrigators in one organization and all Utah Small Irrigators in one organization. Subsequent to the execution of this Agreement, the Small

Irrigators' organization(s) may execute a counterpart to this Agreement stating the name of the representative organization, providing a statement of the individual Small Irrigators represented and proof of assignment of Contracts to the representative organization, and a statement of unconditional concurrence with the terms of this Agreement. Once the counterpart or counterparts to this Agreement are so executed and copies delivered to the original signatories, the organization(s) or entities shall be considered to be Parties to this Agreement. The Bear Lake Group does not agree or disagree with, or in any manner take part in, this provision of this Agreement.

7. The Parties acknowledge and agree that the Company Irrigators have entered into this Agreement voluntarily with the other Parties, for the purpose of allocating Bear Lake storage water for supplemental irrigation use in times of shortage, when nature does not otherwise provide a full supply. Nothing in this Agreement shall be construed as an abandonment or forfeiture of any appropriated or Contract rights of the Company Irrigators and Small Irrigators, or rights of Bear Lake Group under environmental laws, or other rights belonging to the Parties.

8. Subsequent to the implementation of the Interstate Model, certain of the Company Irrigators and Small Irrigators amended their Contracts with PacifiCorp. PacifiCorp entered into agreements with the States of Wyoming, Idaho and Utah dated October 5, 1999 and April 18, 2000 referencing PacifiCorp's operations at Bear Lake and in Bear River. Said Contracts and agreements made specific reference to the Original Settlement Agreement. By executing this Agreement, the Parties agree to the following:

- a. all references to the Original Settlement Agreement in the November 16, 1999 "Last Chance Bear Lake Storage Water Agreement" shall be replaced with and refer to this Agreement; and
- b. all references to the Original Settlement Agreement in the November 11, 1999 "West Cache Irrigation Company Amendatory Agreement" shall be replaced with and refer to this Agreement.
- c. any and all references to the Original Settlement Agreement in the October 5, 1999 and April 18, 2000 agreements with the States of Wyoming, Idaho and Utah and PacifiCorp shall be replaced with and refer to this Agreement;

To the extent the Parties to this Agreement have any legal or equitable rights, duties, or obligations under any agreement or contract containing references to the Original Settlement Agreement, each Party agrees that said references to the Original Settlement Agreement shall be replaced with and refer to this Agreement.

9. Any Party shall be excused from performance under this Agreement but only during and to the extent that it is unable to perform, or its performance is delayed or interrupted, for a cause beyond its reasonable control. Such causes may include lack of water, labor or material, fire, storm, flood, acts of God, war (whether or not declared), labor disputes or an order or necessity of any governmental authority so long as the cause is not a result of any negligence of the Party claiming inability to perform. In the event of a claim of inability to perform pursuant to this provision, then the Party making such claim shall give immediate written notice with explanation to the other Parties. Following such notice, the affected obligations of the Party

giving notice shall be suspended only during the continuance of the events giving rise to the cause, provided that the affected Party is acting with all reasonable speed and due diligence to remedy the events giving rise to the cause of its inability to perform.

10. Copies of this Agreement shall be provided to the U.S. Army Corps of Engineers, the Idaho Department of Lands, the Bear River Commission, the Idaho Department of Water Resources, the Utah Divisions of Water Resources and Water Rights, and the Wyoming State Engineer's Office.

11. With respect to the rights and obligations of the Parties, this Agreement shall replace and supersede the Original Settlement Agreement in its entirety.

12. General Provisions:

a. Each Party to this Agreement will bear its expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, counsel and accountants.

b. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), or (ii) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addressees set forth below (or to such other addresses and fax numbers as a party may designate by notice to the other Parties):

Last Chance Canal Company	P O Box 287 Grace, ID 83241 _____
Cub River Irrigation Company	P O Box 215 Lewiston UT 84320 _____
West Cache Irrigation Company	Trenton, UT 84338 _____ _____
Bear River Canal Company	275 North 1600 East Tremonton UT 84337 _____
The Bear River Water Users Association, Inc.	_____ _____ _____

Bear Lake Watch, Inc.	c/o David R. Cottle 3539 Brighton Point Dr. Salt Lake City UT 84121 (801) 733-5243
Emerald Beach, Inc.	c/o Don C. Riches 8626 Scottish Dr. Sandy UT 84093-2132 (801) 944-9019
Bear Lake East, Inc.	Bruce Passey 4326 Rupp Court Taylorsville UT (801) 969-7787
PacifiCorp	Connely Baldwin Hydro Resources Department 1407 West North Temple, Suite 330 Salt Lake City, UT 84116

c. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement, nor the single or partial exercise of any such right, power or privilege, will operate as a waiver of such right, power or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

d. PacifiCorp may assign its interest in this Agreement to a successor without the prior consent of the other Parties so long as the successor assumes all of PacifiCorp's agreements, liabilities and obligations relating to Bear Lake. No other Party may assign this Agreement without the prior consent of each other Party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

e. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

f. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

g. This Agreement will be governed by the laws of the State of Utah, without regard to its conflicts of laws principles.

h. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and the year first written above.

LAST CHANCE CANAL COMPANY

By: 

CUB RIVER IRRIGATION COMPANY

By: 

WEST CACHE IRRIGATION COMPANY

By: 

BEAR RIVER CANAL COMPANY

By: 

Signatures continue on the following page.

BEAR RIVER WATER USERS ASSOCIATION,
INC.

By: 

BEAR LAKE WATCH, INC., in its own behalf and
as successor-in-interest Jim Kimbal

By: 

EMERALD BEACH, INC.

By: 

BEAR LAKE EAST, INC.

By: 

PACIFICORP

By: 

EXHIBIT "A"
(To Amended and Restated Bear Lake Settlement Agreement)
BEAR LAKE IRRIGATION WATER ALLOCATION AND LAKE RECOVERY TABLE
(Quantities Expressed in Acre-feet)

(A) Estimated Lake Elevation (in feet) (Footnote 1)	(B) Calculated Storage Content (Footnote 2)	(C) Estimated Lake Evaporation (Footnote 3)	(D) Estimated Net Storage Water Available (Footnote 4)	(E) Estimated Annual Allocation to Irrigators (Footnote 5)	(F) Decreased Transit Losses (Averaged) (Footnote 6)	(G) Estimated Head Gate Delivery to Irrigators (Footnote 7)	(H) Estimated System Losses (Averaged) (Footnote 8)	(I) Estimated Balance for Lake Recovery (Footnote 9)
5923.65 (Full)	1,421,000							
5914.7	801,000	125,000	676,000	230,000 (100%)	8,200	221,800	17,000	429,000
5914	754,000	125,000	629,000	225,000 (98%)	8,100	216,900	17,000	387,000
5913	688,000	125,000	563,000	220,000 (96%)	8,000	212,000	17,000	326,000
5912	622,000	125,000	496,000	215,000 (93%)	7,800	207,200	17,000	264,000
5911	557,000	125,000	432,000	210,000 (91%)	7,600	202,400	17,000	205,000
5910	492,000	125,000	372,000	205,000 (89%)	7,400	197,600	17,000	150,000
5909	428,000	125,000	303,000	181,000 (79%)	6,700	174,300	17,000	105,000
5908	365,000	125,000	240,000	168,000 (73%)	6,000	162,000	17,000	55,000
5907	303,000	125,000	177,000	141,000 (61%)	5,000	136,000	17,000	19,000
5906	241,000	125,000	115,000	104,000 (45%)	3,700	100,300	17,000	- 6,000
5905	180,000	125,000	55,000	55,000 (24%)	2,000	53,000	17,000	- 17,000
5904	119,000	125,000	0	0 (0%)	0 (0%)	0 (0%)	17,000	0
5903	59,000	125,000	0	0 (0%)	0 (0%)	0 (0%)	17,000	0
5902	0	125,000	0	0 (0%)	0 (0%)	0 (0%)	17,000	0

THE ACTUAL QUANTITY OF WATER TO BE RELEASED FROM BEAR LAKE EACH YEAR IS MEASURED AT THE OUTLET CANAL GAGE AND CALCULATED BY ADDING THE QUANTITY IN COLUMN E TO THE QUANTITY IN COLUMN H.

FOOTNOTES TO EXHIBIT "A"

1. The "Estimated Lake Elevation," Column A, represents PacifiCorp's estimated, maximum water level in Bear Lake, in any given year, calculated by adding the forecasted amount of storable spring runoff (i.e. the forecasted flow in the Bear River less the flow required to satisfy natural flow rights) to the actual quantity of water then in storage in Bear Lake on April 10 of said year.
2. The "Calculated Storage Content," Column B, is the calculated content according to PacifiCorp data at each projected lake elevation.
3. The "Estimated Evaporation," Column C, represents the estimated amount of water lost out of Bear Lake in any given year due to evaporation, according to PacifiCorp data.
4. The "Estimated Net Storage Water Available," Column D, is calculated by subtracting the Estimated Evaporation in Column C from the Calculated Storage Content in Column B.
5. The "Estimated Annual Allocation to Irrigators," Column E, represents the total, estimated quantity of supplemental irrigation storage water determined as of April 10 to be available for release by PacifiCorp to the BRWUA on behalf of the Company Irrigators and by PacifiCorp to the Small Irrigators from Bear Lake pursuant to the Contracts during those periods when the elevation of Bear Lake is within the Irrigation Reserve range between 5914.7 feet and 5902 feet, subject to the following:
 - a. The Estimated Annual Allocation available at each estimated Bear Lake elevation is subject to the maximum flow rates deliverable through PacifiCorp facilities, PacifiCorp's historic Bear Lake operational practices, and other operating and legal constraints and subject to Contract limitations of each of the Company Irrigators and Small Irrigators.
 - b. PacifiCorp shall send written notice of the Estimated Annual Allocation to Company Irrigators to the Bear River Water Users Association (BRWUA) on behalf of the Company Irrigators and to the Small Irrigators or their duly appointed representatives with a copy to the Bear River Commission Engineer-Manager. The BRWUA shall apportion 92.2% of the Estimated Annual Allocation to Irrigators among the Company Irrigators. Such apportionment shall not exceed the Contract limitations of each of the Irrigators. BRWUA shall send written notice of its apportionment to PacifiCorp and the Bear River Commission Engineer-Manager annually prior to the commencement of the irrigation season. The remaining 7.8% of the Estimated Annual Allocation to Irrigators shall be apportioned to the Small Irrigators as follows: Idaho Small Irrigators 3.0% and Utah Small Irrigators 4.8%.
 - c. Unused water allocated to the BRWUA on behalf of the Company Irrigators or to the Small Irrigators under the Estimated Annual Allocation may not be accrued or carried over by the BRWUA or any Company Irrigator or Small Irrigator to any future year and will remain in Bear Lake for additional lake recovery.

- d. PacifiCorp will not deliver storage water from Bear Lake to new contracts, or otherwise additionally encumber its Bear Lake storage water, over and above the water allocated to the BRWUA on behalf of the Company Irrigators and the Small Irrigators for their existing Contracts.
 - e. No allocation of Bear Lake storage water will be made to the BRWUA on behalf of the Company Irrigators and Small Irrigators if PacifiCorp calculates the Estimated Lake Elevation (Column A) to be 5904 feet or below. If, however, PacifiCorp calculates that the Estimated Lake Elevation will be higher than 5904 feet, PacifiCorp will pump, subject to operating and legal constraints, in order to release water from Bear Lake until such time as its operation, together with anticipated evaporation, is expected to result in a calculated Bear Lake elevation of 5902 feet after evaporation and releases.
 - f. The Estimated Annual Allocation to the BRWUA on behalf of the Company Irrigators and Small Irrigators will be refined by PacifiCorp by pro-rating between the nearest even foot elevations set forth in the table above and below the actual Bear Lake elevation projected on April 10, calculated in tenths of a foot.
 - g. PacifiCorp's historical maximum delivery of Bear Lake storage water to the Company Irrigators and the Small Irrigators for supplemental irrigation was 245,000 acre feet in 1961. Two hundred forty-five thousand acre feet shall be the maximum Estimated Annual Allocation to Irrigators at all Bear Lake elevations above 5914.7 feet. However, under extreme conditions, and only when elevations are above 5914.7 feet, delivery of Bear Lake storage water to the BRWUA may exceed 245,000 acre feet in order to satisfy the Company Irrigators' and Small Irrigators' Contracts.
6. The "Decreed Transit Losses (Averaged)," Column F, represents the transit losses calculated for the purpose of this Agreement using an average of 3.6% to cover all reaches of the Bear River. The Decreed Transit Losses are deducted from the "Estimated Annual Allocation to Irrigators" (Column E). The actual transit losses will be calculated pursuant to the Dietrich and Kimball Decrees and accounted for in the Interstate Model.
7. The "Estimated Head Gate Delivery," Column G, is the aggregate quantity of supplemental Bear Lake storage water allocated to BRWUA on behalf of the Company Irrigators and Small Irrigators by PacifiCorp to be diverted at the Company Irrigators' and the Small Irrigators' individual head gates on the Bear River, and is determined by subtracting the total Decreed Transit Losses in Column F from the total Estimated Annual Allocation in Column E. PacifiCorp will make said Bear Lake storage water available to the Bear River for subsequent diversion by the Company Irrigators and the Small Irrigators at their individual head gates as described in Footnote 5(b) above.
8. The "Estimated System Losses," Column H, represents the operating losses to the Bear River System measured at the stream gauging station below the Cutler hydroelectric plant and are accounted for under the Interstate Model as Bear Lake storage water. The actual system losses will be calculated each year by the Interstate Model and be accounted for

by PacifiCorp in determining the actual quantity of water to be preserved for Bear Lake Recovery under Column I.

9. The "Estimated Balance for Lake Recovery," Column I, is calculated by subtracting the Estimated Annual Allocation quantity in Column E and the Estimated System Losses quantity in Column H from the Estimated Net Storage Water Available quantity in Column D. Note that the actual amount preserved for Bear Lake recovery in any given year will be determined once the actual system losses have been determined each year. If actual system losses exceed the Estimated System Losses, PacifiCorp will provide notice to the Advisory Committee stating the reason, and then release additional storage water from Bear Lake to cover the increased amount of system losses. If actual system losses are less than Estimated System Losses, PacifiCorp will hold the remaining water allocated to Estimated System Losses in Bear Lake for lake recovery.

**OPERATIONS AGREEMENT
FOR PACIFICORP'S BEAR RIVER SYSTEM**

April 18, 2000

OPERATIONS AGREEMENT
FOR PACIFICORP'S BEAR RIVER SYSTEM

This Agreement is made this 18th day of April, 2000 by and among PacifiCorp, an Oregon Corporation, the Idaho Department of Water Resources, the Utah Division of Water Resources, and the Wyoming State Engineer's Office. Collectively, Idaho, Utah and Wyoming are referred to as the "States." PacifiCorp, Idaho, Utah, and Wyoming are collectively referred to as the "Parties."

WHEREAS, the States executed the Bear River Compact in 1957, and the Amended Bear River Compact in 1978, to "remove the causes of present and future controversy over the distribution and use of the waters of Bear River; to provide for efficient use of water for multiple purposes; to permit additional development of the water resources of Bear River; to promote interstate comity; and to accomplish an equitable apportionment of the waters of Bear River among the compacting States," and

WHEREAS, PacifiCorp owns water rights to divert and store water in Bear Lake and water rights in the Bear River as decreed in the matter of *Utah Power & Light Company v. The Last Chance Canal Company, Limited, et al*, in Equity No. 203, July 14, 1920 (the "Dietrich Decree"), and *Utah Power & Light Company v. Richmond Irrigation Company, et al*, February 21, 1922 (the "Kimball Decree"), as well as other water rights in the Bear River. PacifiCorp's water rights include the exclusive right to divert and store water in and release water from Bear Lake between elevations 5923.65 ft and 5902.00 ft MSL (GP&L Datum) ("Bear Lake Storage Water"). The Idaho Water Resource Board holds a license issued by the State of Idaho establishing a minimum Bear Lake elevation of 5902.00 ft; and

WHEREAS, PacifiCorp has entered into various contracts for the use and allocation of its Bear Lake Storage Water under certain terms and conditions; and

WHEREAS, PacifiCorp owns and operates six hydroelectric plants with a total capacity of 116 MW on the Bear River downstream from Bear Lake. Five of the plants are licensed by the Federal Energy Regulatory Commission ("FERC"); and

WHEREAS, FERC determined on February 12, 1998 that Bear Lake "is operated primarily to supply irrigation water to downstream users in accordance to the Bear River Compact, [and] does not provide energy generation benefits to licensed projects downstream;" and

WHEREAS, by "AGREEMENT Regarding the Bear River System" between the States, PacifiCorp, and ScottishPower dated October 5, 1999 (the "October 5, 1999 Agreement") relating to PacifiCorp's operation of Bear Lake and its hydroelectric plants downstream from Bear Lake, the Parties agreed "PacifiCorp's water rights are constrained by the historic practice of not making a delivery call for hydropower

generation;" and "Bear Lake is operated, consistent with long-standing historic practice and applicable laws, primarily as a storage reservoir to satisfy contracts for existing irrigation uses and flood control needs in the three States, with the use of water for hydropower generation being incidental to the other purposes for which the water is being released;" and

WHEREAS, the October 5, 1999 Agreement anticipated the Parties would enter into a subsequent agreement further describing PacifiCorp's operations, and the Parties have negotiated this Agreement in satisfaction of the October 5, 1999 Agreement.

NOW THEREFORE, for the mutual promises of the Parties, and for other good and valuable consideration, the Parties agree as follows:

1. Purpose of this Agreement.

A. The purpose of this Agreement is to satisfy the requirements of Paragraph 2 of the October 5, 1999 Agreement committing the parties to negotiate an enforceable Bear River System Operations Agreement that shall confirm and continue PacifiCorp's historic practice of utilizing its water rights primarily for existing irrigation uses and contractual obligations.

B. The Parties agree that Paragraph 1.a. of the October 5, 1999 Agreement describes PacifiCorp's use of its water rights in Bear River for hydropower generation. Further agreement on PacifiCorp's use of its water rights for hydropower generation is not described herein, and the scope of this Bear River Systems Operations Agreement is limited to PacifiCorp's operations at Bear Lake.

C. The Parties recognize that PacifiCorp's operations at Bear Lake and at its downstream hydroelectric power plants on Bear River are separate operations and are not related, other than water released from Bear Lake is used for hydropower generation incidental to the other purposes for which water is released.

D. The Parties do not intend by this Agreement to confirm or agree that any specific water management practice of PacifiCorp described, referred to, or implied in this Agreement, other than the limitations set forth in the October 5, 1999 Agreement, shall constitute a constraint or limitation on PacifiCorp's use of its water rights. PacifiCorp will consult with the States if it sees the need to deviate from the operation and practices outlined in this Agreement.

E. The Parties do not intend by this Agreement to set forth a detailed plan for day-to-day operations of Bear Lake, but rather to establish the framework within which PacifiCorp will develop and implement such a plan. Such plan will conform to the terms of this Agreement and the October 5, 1999 Agreement.

F. The Parties recognize that persons not party to this agreement have varying interests in the manner in which Bear Lake is managed and operated. This Agreement is not intended as a formal recognition or confirmation of the interests of persons not party to this Agreement.

G. The Parties agree that if any of the terms of this Agreement are found to be inconsistent with the terms of the October 5, 1999 Agreement, the October 5, 1999 Agreement is controlling.

2. PacifiCorp's Regulation of Bear Lake.

A. PacifiCorp agrees to continue to operate Bear Lake primarily for Bear Lake Storage Water delivery under its contracts, or for flood control, depending on the level of Bear Lake, the forecasted runoff, general water supply conditions, constraints of its contracts, its assessment of the hydrology and other conditions in the Bear River basin. Hydropower generation at its downstream hydroelectric plants shall continue to be an incidental use of Bear Lake Storage Water released primarily for contract deliveries or flood control.

B. PacifiCorp will not execute new Bear Lake Storage Water contracts which would result in delivery of a greater amount of Bear Lake Storage Water than the amount historically used. The extent of historical use is currently documented by interstate accounting models used by Idaho and Utah. Nothing herein will prevent the States, by agreement, from updating said models or adopting a different technical basis for determining historical use.

C. PacifiCorp's Bear Lake Target Elevation (the "PTE"). PacifiCorp has determined the PTE represents the elevation of Bear Lake to be achieved, if possible, on March 31st of each year. The PTE may range from as low as elevation 5916 ft during projected high runoff conditions to elevation 5920 ft during projected low runoff conditions. Under normal conditions, PacifiCorp sets the PTE at 5918 ft. PacifiCorp has established the PTE to best balance long term contract requirements for Bear Lake Storage Water during sustained drought periods with flood control operation during high runoff periods. Although this increase above the Bear River Compact Irrigation Reserve results in additional lost generation at the downstream hydroelectric plants during high runoff periods, it provides on average an additional 225,000 acre feet of Bear Lake Storage Water for contract deliveries in excess of the Bear River Compact Irrigation Reserve, enhanced recreational and aesthetic opportunities at Bear Lake, and maintenance of wildlife values, while still maintaining flood control capabilities.

i. Generally, PacifiCorp sets the PTE at the end of the irrigation season and updates the PTE each month during the period from the end of the irrigation season to March 31st of the following year. During extreme high runoff years, PacifiCorp may set the PTE as early as August 1st and may continue to update it into the following runoff season. Adjustments to the PTE are made to accommodate changing conditions, including weather forecasts, downstream constraints, uncertain irrigation demands, variations in runoff from month to month, and other operational constraints.

ii. Generally, if Bear Lake elevation is 5918 ft or higher at the end of the irrigation season, releases are scheduled to lower Bear Lake to elevation 5918 ft by March 31st of the following year. Conversely, if Bear Lake is below elevation 5918 ft at the end of the irrigation season, releases are curtailed until such time as the lake is predicted to reach elevation 5918 ft or until such time as high snowpack and runoff forecasts during the following winter months require PacifiCorp to make releases for flood control. At times during the period from the end of the irrigation season to March 31st of the following year, if snowpack and runoff forecasts indicate below average runoff, releases may be curtailed for the entire winter, even if the Bear Lake elevation is higher than 5918 ft. Except in emergencies, PacifiCorp will not release water from Bear Lake when the elevation is below the PTE unless consistent with flood control operation.

iii. Setting and adjusting the PTE is consistent with PacifiCorp's operation of Bear Lake since the early 1970s. In addition, the practice is consistent with PacifiCorp's FERC applications to relicense its Bear River hydroelectric facilities submitted to FERC on September 23, 1999. The FERC applications commit to continuation of historical operation. Refer to PacifiCorp's FERC applications for Soda (FERC #20) at FERC Application Exhibit B1-11 (September 1999), Grace/Cove (FERC #2401) at FERC Application Exhibit B1-14 (September 1999) and Oneida (FERC #472) at FERC Application Exhibit B1-13 (September 1999). The FERC applications do not provide for the release of Bear Lake storage water for hydro generation. From time to time, the elevation of Bear Lake may range from elevation 5902.00 ft to elevation 5923.65 ft. Nothing herein shall restrict PacifiCorp's right to store water in Bear Lake to elevation 5923.65 ft.

3. PacifiCorp's Hydroelectric Operations on Bear River

A. PacifiCorp owns and operates 6 hydroelectric plants on the Bear River downstream from Bear Lake which are listed in the table below.

<u>Hydroelectric Project</u>	<u>FERC No.</u>	<u>Current Licensed Capacity</u>
Soda	20	14.0 MW
Last Chance	4580	1.4 MW*
Grace	2401	33.0 MW
Cove	2401	7.5 MW
Oneida	472	30.0 MW
Cutler	2420	30.0 MW

(*FERC License Exemption)

PacifiCorp operates each hydroelectric plant with water rights granted by the state in which the hydroelectric plant is located. The Cutler hydroelectric plant operates with water rights recognized by both Utah and Idaho.

B. PacifiCorp agrees to continue its historic practice of regulating operation at its hydroelectric plants to meet existing downstream demands, some of which have water rights which are earlier in priority than PacifiCorp's hydro power water rights. Such historic operation is consistent with PacifiCorp's FERC licenses.

C. Nothing in this Agreement or the October 5, 1999 Agreement shall be interpreted as limiting PacifiCorp's right or ability to protest water right applications or filings in the Bear River Basin or from otherwise exercising and defending its water rights.

4. PacifiCorp regulates Bear Lake and operates its Bear River hydroelectric plants subject to various institutional, legal, and operational guidelines. The Parties recognize that said institutional guidelines may change due to conditions beyond the control of one or more of the Parties, and that such change may require adjustments in PacifiCorp's operations. If this occurs, PacifiCorp will advise the States and consult with them prior to changing its operations.

5. This Agreement is made in recognition of the existing rights and practices of the Parties.

6. This Agreement is intended to be a final and binding agreement in satisfaction of the commitment to negotiate a Bear River System Operations Agreement pursuant to Paragraph 2 of the October 5, 1999 Agreement between the States and PacifiCorp and inures to the benefit of, and is binding upon, the representatives, successors in interest, and assigns of each entity. No promise or inducement has been offered or made except as herein set forth, and this Agreement is executed without reliance upon any statement or representation by any other Party or its agent.

7. Nothing in this Agreement shall be interpreted to modify, limit or enhance any rights or obligations of the States under the laws of the States and the Amended Bear River Compact.

8. Consideration. The Parties acknowledge receiving sufficient consideration for the commitments contained in this Agreement and waive any argument that they might have in any judicial proceeding that no consideration exists to support this Agreement or that the consideration received is not sufficient.

9. Binding Effect of Agreement. This Agreement is intended to be a final and binding agreement between the States and PacifiCorp and inures to the benefit of, and is binding upon, the representatives, successors in interest, and assigns of each entity.

10. Sovereign Immunity. Each of the States and their various agencies do not waive their sovereign immunity by entering into this Agreement and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

11. Capacity to Execute Agreement. The Parties warrant and represent that the person executing this Agreement is empowered to do so on behalf of such Party and thereby binds each entity by signing this Agreement.

12. Waivers. The failure to object to any breach of any term or condition in this Agreement shall not constitute a waiver and no failure to object shall be deemed a waiver of any prior or subsequent breach.


13. Modification. This Agreement may be amended or modified only by a written agreement signed by each of the Parties to this Agreement.

14. Execution of Multiple Originals. The Parties agree that this Agreement may be executed in four counterparts, each of which shall be an original.

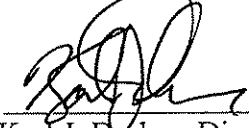
15. Signatures. In witness whereof, the Parties to this Agreement through their duly authorized representatives have executed this Agreement and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

IN WITNESS WHEREOF, this Agreement is executed on the date first above written.

PACIFICORP

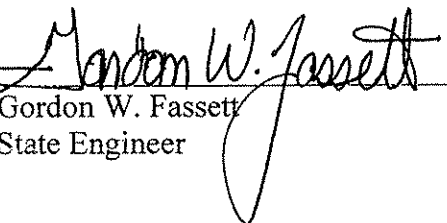
By: 
Vice President Generation


STATE OF IDAHO

By: 
Karl J. Dreher, Director
Department of Water Resources

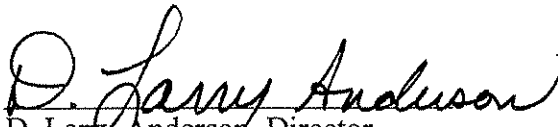
STATE OF WYOMING

APPROVED AS TO FORM

By: 
Gordon W. Fassett
State Engineer

By: 
For Wyoming

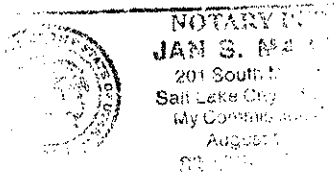
STATE OF UTAH

By: 
D. Larry Anderson, Director
Division of Water Resources

ACKNOWLEDGEMENTS

STATE OF Utah)
COUNTY OF Salt Lake) ss.

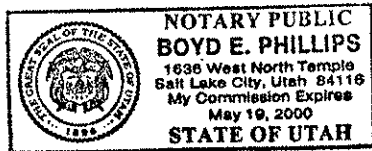
On the 5th day of April, 2000, before me, Jan S. Mahoney
a notary public, personally appeared Barry G. Cunningham, a Vice President Generation
of PacifiCorp, known or identified to me to be the person who executed the foregoing
instrument on behalf of PacifiCorp, and he acknowledged to me that he executed the
same.



Jan S. Mahoney
NOTARY PUBLIC
residing at:

STATE OF Utah)
COUNTY OF Salt Lake) ss.

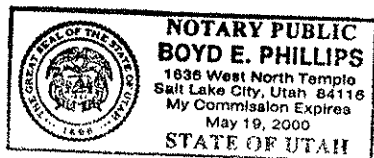
On the 18th day of April, 2000, before me, Boyd E. Phillips
a notary public, personally appeared Karl J. Dreher, Director, Idaho Department of Water
Resources, known or identified to me to be the person who executed the foregoing
instrument on behalf of the State of Idaho, and he acknowledged to me that he executed
the same.



Boyd E. Phillips
NOTARY PUBLIC
residing at:

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On the 18th day of April, 2000, before me, Boyd E. Phillips
a notary public, personally appeared Gordon W. Fassett, Wyoming State Engineer,
known or identified to me to be the person who executed the foregoing instrument on
behalf of the State of Wyoming, and he acknowledged to me that he executed the same.

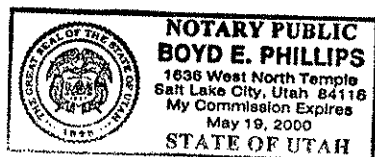


Boyd E. Phillips
NOTARY PUBLIC

residing at:

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On the 18th day of April, 2000, before me, Boyd E. Phillips
a notary public, personally appeared D. Larry Anderson, Director of the Utah Division of
Water Resources, known or identified to me to be the person who executed the foregoing
instrument on behalf of the State of Utah, and he acknowledged to me that he executed
the same.



Boyd E. Phillips
NOTARY PUBLIC

residing at:

**AGREEMENT REGARDING
THE BEAR RIVER SYSTEM**

October 5, 1999

AGREEMENT

Regarding the Bear River System

This Agreement is entered into this 5th day of October, 1999, by and among PACIFICORP, an Oregon corporation ("PacifiCorp"); SCOTTISH POWER plc, a public limited company registered in Scotland ("ScottishPower"); the STATE OF IDAHO, by and through the Director of the Department of Water Resources ("Idaho"); the STATE OF UTAH, by and through the Director of the Division of Water Resources, ("Utah"); and the STATE OF WYOMING, by and through the State Engineer ("Wyoming"). PacifiCorp, ScottishPower, Idaho, Utah, and Wyoming are individually referred to as a "Party" and collectively as the "Parties."

RECITALS

A. PacifiCorp operates hydroelectric plants on the Bear River and holds water rights in the Bear River and Bear Lake (such hydroelectric plants and water rights referred to herein as "Bear River System"). PacifiCorp's water rights in the Bear River System are subject to the Amended Bear River Compact among the States of Idaho, Utah and Wyoming, as well as the laws of the three States, and other obligations.

B. PacifiCorp and ScottishPower are parties to a merger transaction that is currently the subject of approval proceedings before the public utility commissions in the States of Idaho, Utah and Wyoming.

C. The Parties recognize the need to assure the public utility commissions of the States of Idaho, Utah, and Wyoming, and the other public officials and water users of the three States that PacifiCorp's merger with ScottishPower will not affect the operation of the Bear River System or PacifiCorp's ownership or exercise of its Bear River water rights.

D. By this Agreement, PacifiCorp and ScottishPower intend to assure the States of Idaho, Utah and Wyoming that PacifiCorp or ScottishPower will not make any separate agreement with any State individually regarding PacifiCorp's or ScottishPower's water rights in the Bear River System.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. Both ScottishPower and PacifiCorp agree that:
 - a. PacifiCorp's water rights are constrained by the historic practice of not making a delivery call for hydropower generation; and
 - b. Bear Lake is operated, consistent with long-standing historic practice and applicable laws, primarily as a storage reservoir to satisfy

contracts for existing irrigation uses and flood control needs in the three States, with the use of water for hydropower generation being incidental to the other purposes for which the water is being released.

2. The Parties agree to jointly negotiate an enforceable Bear River System Operations Agreement consistent with the provisions set forth in paragraph 1. With respect to the Bear River, the Operations Agreement shall confirm and continue PacifiCorp's historic practice of utilizing its water rights primarily for existing irrigation uses and contractual obligations. The Operations Agreement shall be made available for public review and comment in each of the three States.

3. This Agreement, the Operations Agreement, or any other agreement that may be entered into with PacifiCorp and/or ScottishPower concerning utilization of PacifiCorp's water rights in the Bear River System may be recorded in the County Records' Offices of the appropriate counties and shall be provided to the public utility commissions of the respective States within 10 days of execution of the document.

4. Approval and execution of the Operations Agreement by each of the States of Idaho, Utah, and Wyoming shall be required for the Operations Agreement to be effective.

5. The Parties commit to use their best efforts to complete negotiation, review, and execution of the Bear River System Operation Agreement within sixty (60) days of the execution of this Agreement.

6. No agreements between PacifiCorp and/or ScottishPower and one or more of the States concerning utilization of PacifiCorp's water rights in the Bear River System shall be effective unless jointly approved by all three States.

7. Nothing in this Agreement, nor in any Operations Agreement, shall be interpreted to modify, limit or enhance any rights or obligations of the three States under the laws of the States and the Amended Bear River Compact.

8. Consideration. ScottishPower and PacifiCorp acknowledge receiving sufficient consideration for the commitments contained in this Agreement and waive any argument that they might have in any judicial proceeding that no consideration exists to support this Agreement or that the consideration received is not sufficient.

9. Binding Effect of Agreement. This Agreement is intended to be a final and binding settlement agreement between the three States and ScottishPower and PacifiCorp, jointly and severally, and inures to the benefit of, and is binding upon, the representatives, successors in interest, and assigns of each entity.

10. Sovereign Immunity. Each of the three States and their various agencies do not waive their sovereign immunity by entering into this Agreement and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

11. Capacity to Execute Agreement. ScottishPower and PacificCorp each warrant and represent that the person executing this Agreement is empowered to do so on behalf of such company and thereby binds each entity by signing this Agreement.

12. Waivers. The failure to object to any breach of any term or condition in this Agreement shall not constitute a waiver and no failure to object shall be deemed a waiver of any prior or subsequent breach.

13. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and oral agreements. No promise or inducement has been offered or made except as herein set forth and this Agreement is executed without reliance upon any statement or representation by any other Party or their agent.

14. Modification. This Agreement may be amended or modified only by a written agreement signed by each of the Parties to this Agreement.

15. Execution of Agreement in Parts. Due to time constraints, the Parties acknowledge that it is not possible to have all Parties sign the same copy of this Agreement. Therefore, the Parties agree that this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Signatures. In witness whereof, the Parties to this Agreement through their duly authorized representatives have executed this Agreement and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and the year first above written.

PACIFICORP

By: 

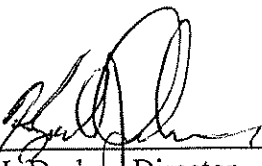
DENNIS P. STEINBERG
Senior Vice President of PacificCorp

SCOTTISH POWER plc

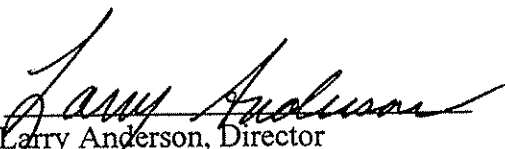
By: 

MATTHEW R. WRIGHT
Manager of Scottish Power plc

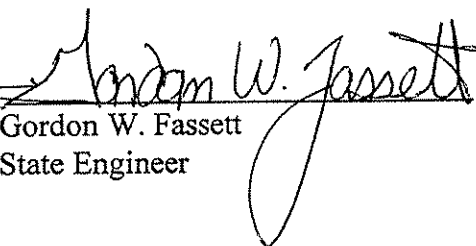
STATE OF IDAHO

By: 
Karl J. Dreher, Director
Department of Water Resources


STATE OF UTAH

By: 
Larry Anderson, Director
Division of Water Resources

STATE OF WYOMING

By: 
Gordon W. Fassett
State Engineer

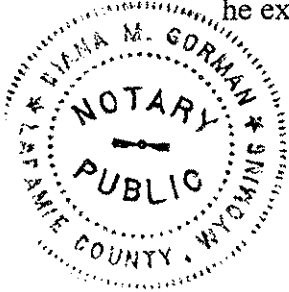
APPROVAL AS TO FORM:

By: 
for Wyoming

ACKNOWLEDGMENTS

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

On this 5th day of October, 1999, before me, Diana M. Gorman,
a notary public of the State of Wyoming, personally appeared DENNIS P. STEINBERG,
a Senior Vice President of PacifiCorp, known or identified to me to be the person who
executed the foregoing instrument on behalf of PacifiCorp, and he acknowledged to me that
he executed the same.

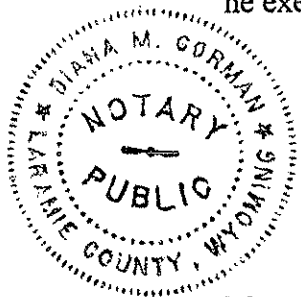


Diana M. Gorman
NOTARY PUBLIC FOR WYOMING
residing at:
739 Cypress Lane
Cheyenne, WY 82009

My commission expires: 2/21/02

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

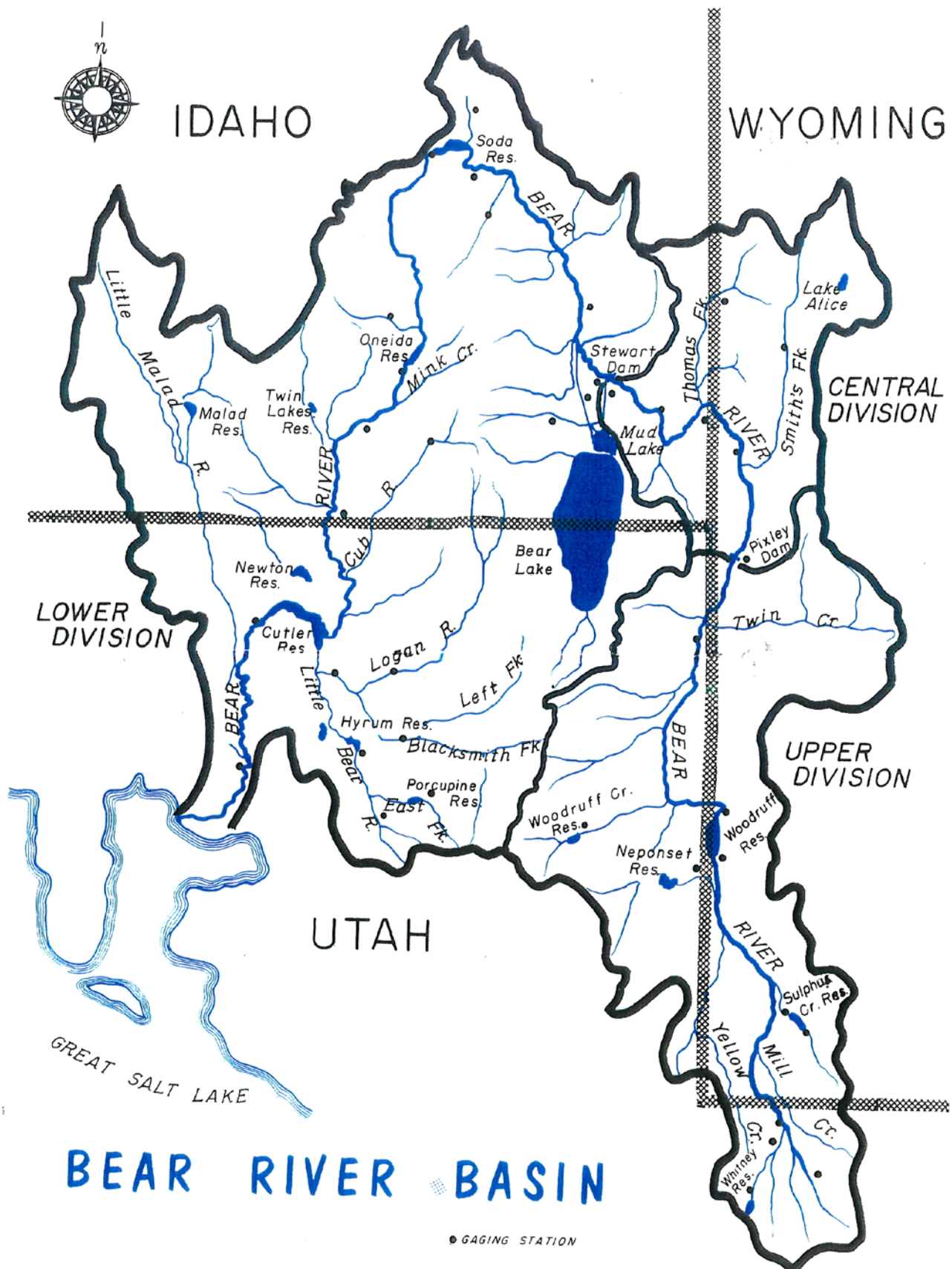
On this 5th day of October, 1999, before me, Diana M. Gorman,
a notary public of the State of Wyoming, personally appeared MATTHEW R. WRIGHT,
a Manager of Scottish Power plc, known or identified to me to be the person who executed
the foregoing instrument on behalf of Scottish Power plc, and he acknowledged to me that
he executed the same.



Diana M. Gorman
NOTARY PUBLIC FOR WYOMING
residing at:
739 Cypress Lane
Cheyenne, WY 82009

My commission expires: 2/21/02

MAPS



BEAR RIVER FLOW CHART

STATE OF UTAH
NATURAL RESOURCES
Division of Water Resources

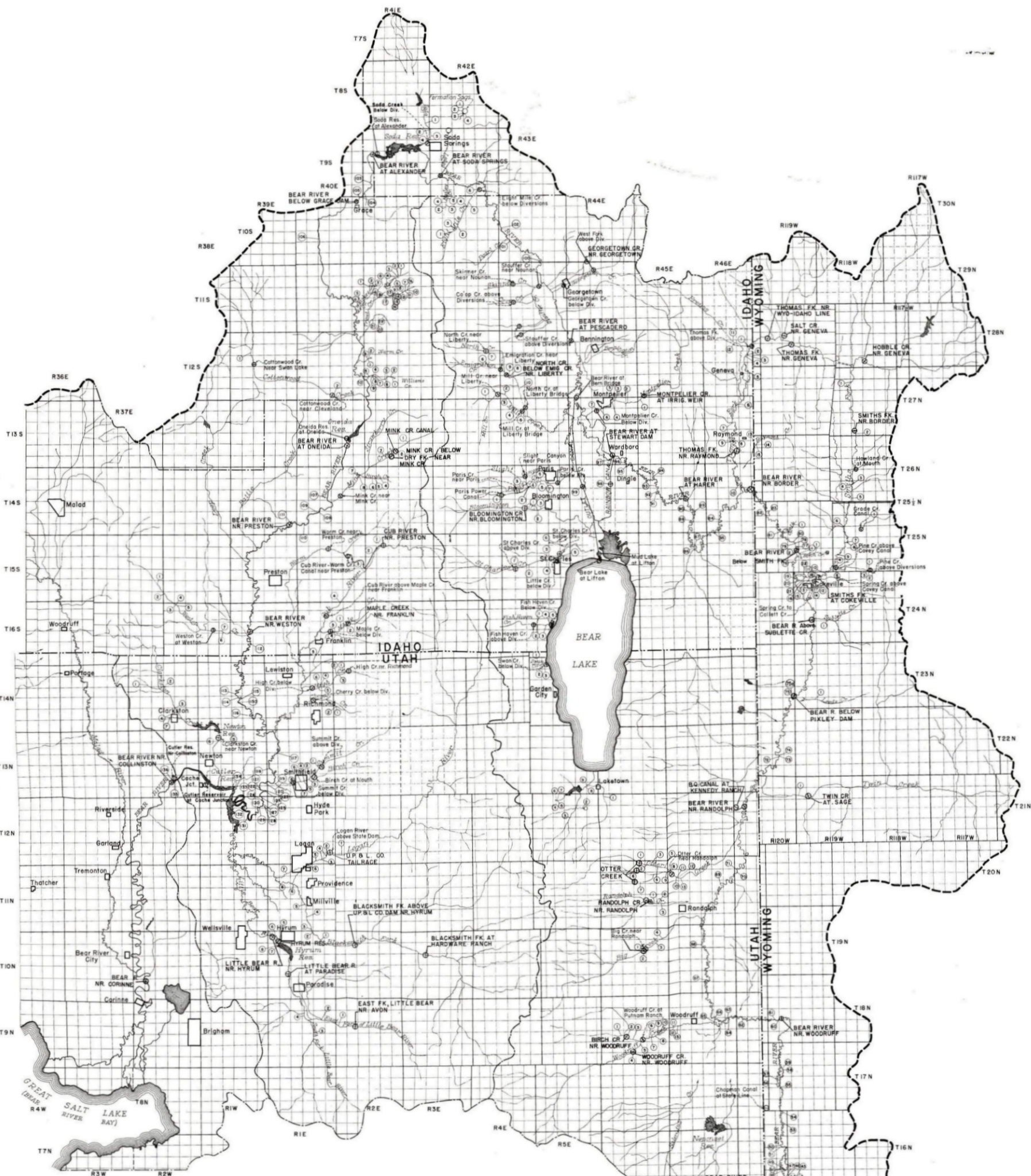
THE BEAR RIVER SYSTEM AVERAGE ANNUAL STREAM FLOW AND DEPLETIONS (1941-1990)

All figures given in units of 1000 Ac. Ft.
EXPLANATION

- Inflow to system
- Depletion to system
- Average annual stream flow or depletion - 1000 Ac. Ft.
- Average annual Diversion
- Power Dam
- Storage Dam
- Diversion Dam
- U.S.G.S. Stream Gage
- Estimated Flow

NOTE: For most canals only the average annual depletion is shown. In these instances it is assumed that return flows occur reasonably close to the diversion. In some instances, however, water is diverted upstream of the gage but the return flows are below the gage. Where the average annual diversions are shown in parenthesis, they are the figures that have been used.





DIVERSIONS IN BEAR RIVER BASIN

BEAR RIVER MAIN STEM

- UTAH**
1. Lannon
 2. Hillard West Side
- WYOMING**
3. Bear
 4. Tropic
 5. Danielson
 6. Pine Grove & Crown
 7. McGraw
 8. Big Bend
 9. Home
 10. Lewis
 11. Lewis & Blanchard
 12. Myers No. 2
 13. Gore
 14. Coffman No. 1
 15. Coffman No. 2
 16. Knoder
 17. Myers No. 1
 18. Myers Irrigation
 19. South
 20. Evanston City Pipe Line
 21. Anel
 22. Connelton
 23. Evanston Water Supply
 24. Anderson
 25. Knight No. 1
 26. Knight No. 2
 27. Barton
 28. Faulkner
 29. Rocky Mountain Blythe
 30. Fife
 31. Johnson-Narramore
 32. Bruce Barton
 33. A. W. Sims
 34. John Anderson
 35. Compton No. 2
 36. Pearce
 37. Saxton-Turner
 38. Saxton Irrigation
 39. John Sims
 40. Southern Pacific
 41. Heward
 42. Saxton-Thomas
 43. Ramsey
 44. Almy
 45. Sims Blythe Turner
 46. Bowns
 47. Russell
 48. Turner
 49. Upper Morris
 50. Chapman
 51. Lower Morris
 52. Bruce Bowns
 53. Tunnel
 54. Fowkes
 55. Christensen
 56. Upper Island
 57. Bright Irrigation
 58. Acock & Gowlislow
 59. Lower Island
 60. Francis Lee
 61. Bear River
- UTAH**
62. Neville
 63. Rees Land & Livestock
 64. Booth
 65. Randolph-Woodruff
 66. Crawford-Thompson
 67. Dykens
 68. Randolph-Sage Creek
 69. McMin
 70. Enberg
 71. B. Q. West Side

TRIBUTARIES

DOWN STREAM ORDER

- UTAH**
1. East Fork
 2. Hillard East Fork
 3. Deer Cr.-West Fork
 4. Wright Transmountain Mill Cr.
 5. Deadman
 6. Hovorka Mill Cr.
 7. Pauly
 8. Morris & Coffman
 9. Goodman-Cunningham
 10. Hillard East Fork
 11. John Goodman
 12. Hutton
 13. Cottonwood Cr.
 14. Cottonwood Cr. below Div.
 15. Hardcastle
 16. Dexter
 17. Tibbets No. 3
 18. Steadman No. 1
 19. Tibbets No. 2
 20. Tibbets No. 1
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UTAH

1. North Side (Puss Cr.)
 2. South Side (Puss Cr.)
- WYOMING**
3. North
 4. Middle
 5. South
 6. Evans & Mumford
 7. Francis
 8. Etcheverry
 9. North Lou
 10. Middle Lou
 11. South Lou
 12. East Lou
 13. Soda Cr.
 14. Lou
 15. Feeny
 16. Town
 17. Jones
 18. Farmers Land & Irrig. Co.
 19. Whiskey Cr.
 20. Ramussen
 21. Resnow
 22. Blitzen, Clarendon & Swensen
 23. Michaelson
 24. Mandenhall
 25. Collins
 26. Trout Cr.
 27. Division No. 1
 28. Division No. 2
 29. Division No. 3
 30. Division No. 4
 31. J. Swensen
 32. Grade Springs
 33. Bitten
 34. Harris
 35. J. Hansen
 36. Harris & Swensen
 37. Bitten & Hansen
 38. Hansen
 39. Taylor & Harris
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 99. Taylor & Harris
 100. Taylor & Harris

UTAH

1. Upper North
2. Upper South
3. Relief
4. No. 3 North
5. No. 1 North
6. No. 2 North
7. No. 3 North
8. No. 4 North
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100. No. 96 North

UTAH

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2. Upper South
3. Relief
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