

Bernard & Beverly Dowling

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State Water Resources Control Board
1001 I Street
Sacramento, CA 95814

RE: 2022 Local Cooperative Solution – Bernard & Beverly Dowling

To Deputy Director:

As authorized by 23 CCR §§ 875(f)(4)(D), Bernard and Beverly are providing this letter to further describe its proposed local cooperative solution (LCS) for the 2022 irrigation season.

Introduction/Historical Irrigation Practices

All of the approximately 77 acres¹ we own and irrigate at the above address have been cultivated as alfalfa and grass as well as permanent pasture (predominantly grasses and clover) since 1983 for seasonal rotational grazing of cattle. Irrigation infrastructure for hay fields and seasonal pasture includes two overlying agricultural wells that supply the following areas and equipment:

(i) **Center Pivots** (approximately 44 acres) - One automated circular center pivot services most of our acreage.

(ii) **Wheelline** (approximately 14 acres) - Wheellines (i.e. long mobile pipe sets historically moved manually during irrigation season) service approximately 14 acres. Generally, each wheelline is moved manually each day at approximately 6 am and at 6pm resulting in two approximately 11 hour operation periods during a 24 hour period.²

(iii) **Corners** (approximately 19 acres) - Since our property is irregularly shaped, certain areas of the property cannot be irrigated with circular pivots or rectangular wheellines; remainder areas (i.e. "corners") are irrigated using a combination of methods including Irripods (daisy chained ground level sprinklers) and handlines.

¹ For purposes of this letter, all acreage estimates have been estimated in good faith using satellite imagery.

² Time is required for wheelline to drain fully and be moved, which can take an hour or so each move. No irrigation occurs during periods required to drain/move wheelline. Hence, the estimation of 11 hour sets.

Irrigation season for seasonal hay ground and pasture across our property, including in 2020 (base year) typically begins for us about April 1 each year and continues into late October, subject to variance depending on annual temperature and precipitation conditions.

Specific 2022 Conservation Practices and Infrastructure Improvements

Conservation efforts undertaken since 2020 and proposed conservation efforts for 2022 include:

Pivot - Pivot will be shut off Sept 15th.

Wheelline - Reduced set times. We intend to reduce our two daily wheelline set times from approximately 11 hours to 6 hours. Simply by operating wheellines five hours less each day, we expect to save 36% over historical practices on all wheelline acreage. We intend to maintain a written irrigation log detailing wheelline run times and will present that log to the Cooperating Entity upon request.

Corners - Irrigation Forbearance. We ceased irrigation of all corners on July 1, 2022. This date is months sooner than we would ordinarily end irrigation, as well as earlier than good husbandry practices would require for optimal pasture management - this will result in a material reduction in forage production in these areas during 2022. Verification of the above described forbearance can be directly verified by the Cooperating Entity in an on-site inspection.

Each of these undertakings is at significant cost to us as a small family hay and livestock producer, both in actual costs and in reduced pasture production opportunity due to irrigation forbearance. When grazing pastures do not receive reasonably adequate irrigation throughout the normal irrigation season, which is a consequence of this plan, especially in corner acreage, (i) grazing opportunity is significantly reduced, (ii) our grazing season becomes shorter, (iii) additional supplemental fall/winter feed forage must be purchased at forage prices that are at historically highs this year and (iv) permanent plant damage may likely occur and future productivity of pastures may be impaired.

While voluntary conservation and forbearance efforts may tend to improve river conditions (and we are certainly supportive of these efforts), unless snow pack improves soon, it seems clear that in a year like 2022 no amount of sacrifice by farmers and ranchers will improve river conditions this year. Nonetheless, we are undertaking voluntary conservation measures in good faith to provide an opportunity to improve watershed conditions and to create a more constructive and effective framework for water conservation than involuntary curtailment triggered by river flow standards that are not likely achievable and/or other involuntary regulation. Conservation efforts can create real financial burdens

on farmers and ranchers, their families and this community as a whole, especially in a year where forage costs are historically high and costs are escalating on all other inputs from labor to fuel to equipment. We therefore hope you will thoughtfully and diligently consider these voluntary actions as you balance the interests of various stakeholders in our watershed.

Please note that this plan is offered in good faith in connection with the 2022 irrigation season only. All rights, claims and defenses with regard to the matters described herein are hereby expressly reserved. Moreover, and as this plan is offered voluntarily (without any current legal obligation to undertake the matters described herein), should any governmental or NGO funds later become available for any forbearance or improvement efforts to which Bernard & Beverly Dowling would otherwise be entitled, nothing herein shall be construed to limit the availability of such funds to Bernard & Beverly Dowling provided that we materially perform the 2022 undertakings described herein. Water saved under this proposal will not be transferred to parcels not included under the LCS and we will not knowingly or intentionally otherwise take actions outside of the LCS that diminish, in any material way, the overall thirty percent reduction established by this proposal.

We plan for staff from Siskiyou Resource Conservation District to act as our Cooperative Entity.

In an effort to minimize any liability claims, we would like to request that the Cooperating Entity or any member of the State Water Resource Control Board be accompanied by a representative from the Bernard & Beverly Dowling ranch if they need to access the ranch property to observe our LCS practices.

Please advise as to your decision on the acceptability of this plan in lieu of regulatory curtailment as contemplated by 23 CCR §§ 875 and thank you for your consideration in this matter.

Please feel free to contact me with any questions.

Regards,

Bernard & Beverly Dowling

[DRAFT FOR DISCUSSION ONLY]

Bernard Dowling, Owner

BINDING AGREEMENT



SISKIYOU RESOURCE CONSERVATION DISTRICT

P.O. Box 268, Etna, CA 96027

PHONE (530) 467-3975 FAX (530) 467-5617

Email: siscared@siscatel.net

Website: www.siskiyourcd.com

Binding Agreement

Contractor Contact Information:

<i>Business:</i>	Siskiyou RCD
<i>Contact Person:</i>	Chris Voigt
<i>Address:</i>	P.O. Box 268/ 450 Main St., Etna, CA 96027
<i>Phone:</i>	(530) 467-3975
<i>Email:</i>	chris@siskiyourcd.com

Landowner Contact Information:

<i>Business:</i>	Bernard Dowling
<i>Contact Person:</i>	Bernard Dowling
<i>Address:</i>	[REDACTED]
<i>Phone:</i>	[REDACTED]
<i>Email:</i>	[REDACTED]

Background

Under the 2021 drought emergency regulation instated by the State Water Resources Control Board (SWRCB) that established drought emergency minimum flows in the Scott River, a Local Cooperative Solution (LCS) may be proposed by individuals or groups to submit by petition to the Deputy Director of the SWRCB as an alternative means of reducing water use to meet or preserve drought emergency minimum flows and provide fishery benefits, in lieu of curtailment. This binding agreement between the (Landowner) and Siskiyou Resource Conservation District (SRCD) will monitor the SRWCB approved LCS to achieve 1) a net reduction of water use of 30 percent throughout the irrigation season; and 2) a monthly reduction of at least 30 percent in the July through October 31 period, as compared to 2020.



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Recitals

1. Section 875(f)(4)(D) of the drought emergency regulation provides a specific type of LCS that was determined to be sufficient for approval by the Deputy Director;
2. For overlying or adjudicated groundwater diversions for irrigated agriculture described in sections 875.5(f)(4)(D)(i)-(iii) [Scott River], the Deputy Director may approve a groundwater-basin-wide, groundwater sub-basin-wide, or any number of individual local cooperative solutions totaling at least 400 acres where:
 - i. The proposal is based on a binding agreement. "Such binding agreement may be made with a coordinating entity with the expertise and ability to evaluate and require performance of the agreement, for example with the California Department of Fish and Wildlife (CDFW), the National Marine Fisheries Service, the Scott Valley and Shasta Valley Watermaster District, a non-profit organization with expertise and experience in water-saving transactions or similarly qualified entity."
 - ii. For the Scott River: "The proposal provides at least: 1) a net reduction in water use of 30 percent throughout the irrigation season (April 1-October 31), as compared to the prior irrigation season; and 2) a monthly reduction of at least 30% in the July 1 through October 31 period, as compared to the prior year or 2020. Such reduction may be demonstrated by evidence that provides a reasonable assurance that the change in farming practice or other action results in at least the relevant proportionate reduction. Such evidence may include but is not limited to: pumping reports; actions that will be taken to reduce water use; estimation of water saved from conservation measures or changes in irrigation or planting decisions; and electric bills."

Proposed Local Cooperative Solution: *(Specific action plan to be completed by landowner, see attached LCS application form)*



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Binding Agreement Terms

The Landowner is required to adhere to the LCS, as approved by SWRCB. The Landowner has requested that SRCD serve as the coordinating entity. As such, both parties agree to the following:

- For the duration of this binding agreement where SRCD is the coordinating entity, the Landowner shall give SRCD the right to reasonably access the included parcels for the limited purpose of verifying execution of the LCS. Any individual not directly employed or contracted by SRCD shall provide pre-notification to, and shall obtain approval by the Landowner before accessing the property,
- SRCD will strive to notify the Landowner a day in advance of visiting the parcels and shall provide the Landowner or designee the ability to participate in monitoring activities,
- It is anticipated that SRCD representatives will visit the property approximately twice per month to monitor the approved LCS, unless inadequacies are discovered, in which case additional field visits will occur until inadequacies are rectified. A monitoring inspection may include verification of any or all of the actions described in the conservation plan and may include inspection checklist/notes/reports and photo verification,
- SRCD will submit the information regarding the verification materials and actions described in this agreement, and conservation plan incorporated by reference, to the State Water Board upon request, for the purposes of verifying compliance with the LCS,
- This binding agreement is not intended to preclude, harm, or otherwise interfere with the landowner's ability to secure any funding to mitigate the financial impacts imposed by the emergency regulation or proposed conservation practices. SRCD supports the use of funding programs to ameliorate the costs of implementing the conservation practices described in the proposed conservation plan: planning and cooperation under a voluntary LCS should not undermine the ability to receive such funding,
- This binding agreement may be terminated by either party at any time. Both parties agree to take reasonable measures to resolve any concerns related to the performance of the LCS, negative interpersonal interaction, or any unforeseen circumstance prior to invoking termination,
- As the irrigation season unfolds, there may be reason to change the terms of the LCS or this binding agreement with respect to its implementation and verification. Any such changes to the LCS or service agreement will need to be agreed upon by the Landowner



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and SRWCB. If a Landowner requests SRCD assistance with an updated LCS, the SRCD and Landowner will enter into a new Binding Agreement and,

Payment

In consideration for the services to be performed by SRCD, the Landowner agrees to pay SRCD at the rate of \$75.00 per hour for initial consultation and \$75.00 per hour for all services rendered after signing of the binding agreement.

Expenses

The Landowner will reimburse SRCD for expenses that are attributable directly to work performed under this Agreement. Any expenses incurred will be approved by the Landowner beforehand. SRCD will submit an itemized statement of Contractor's expenses attached with invoicing.

Terms of Payment

Upon completion of SRCD services under this binding agreement, the SRCD will submit an invoice. The Landowner will pay SRCD the compensation described within 30 days of receiving SRCD's invoice.

Term of Agreement

This agreement will become effective when signed by both parties and will terminate on:

- November 1, 2022, or
- The date a party terminates the binding agreement.
- Monitoring information will be collected by the SRCD and shared with State Water Board as a field report in accordance with their reporting schedule or upon request
- SRCD is not authorized to and will not distribute data or other information regarding work done under this contract to any third party without previous written approval by the Landowner
- Landowner agrees that water saved under the LCS will not be transferred to parcels not included under the LCS, and Landowner will not knowingly or intentionally otherwise take actions outside of the LCS that diminish, in any material way, the overall thirty percent reduction established by the actions described in the LSC



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Website: www.siskivourcd.com

Signatures

Christa Vent

SRCD Representative

7/21/2022
Date

Donald D. Duley

Landowner

7/20/2020
Date

SUPPORTING INFORMATION

PIVOTS (DRAFT)

Total Pivot Acres 44.00
Pivot % Total Acres 57.14%

	2020 Pivot AF (baseline)	2022 Reduction AF
April	12.24	0.00
May	18.37	0.00
June	24.49	0.00
July	33.67	0.00
August	39.80	0.00
September	30.61	15.31
October	12.24	12.24
Total	171.43	27.55

Shut off Septemer 15

CORNERS ((DRAFT))

Total Corners Acres 19.00
Corners % Total Acres 24.68%

6/30/22 Shutoff All Irrigation to corners

	2020 Corners AF (baseline)	2022 Corners Reduction AF
April	5.29	0.00
May	7.93	0.00
June	10.58	0.00
July	14.54	14.54
August	17.18	17.18
September	13.22	13.22
October	5.29	5.29
Total	74.03	50.23

WHEELLINE (DRAFT)

Total Wheelline Acres 14.00

Wheelline % Total Acres 18.18%

Wheelline Savings (%) (reduce sets from 11 to 6 hrs each) 36.00%

	2020 Wheelline AF (baseline)	2022 Wheelline AF Reduction
April	3.90	0.00
May	5.84	0.00
June	7.79	0.00
July	10.71	3.86
August	12.66	4.56
September	9.74	3.51
October	3.90	1.40
Total	54.55	13.32