

Renee Grove



March 25, 2022

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

RE: Local Cooperative Solution – Scott River

To: State Water Resources Control Board

This letter is to affirm the commitment of Renee Grove to voluntarily reduce the volume of ground water used for irrigation in 2021 by 33% in 2022. Reduction methods are further defined in this letter and the attached documents as an application for a Local Cooperative Solution (LCS) pursuant to section CCR 875(f)(4)(D). The total irrigated acreage is 9.4 acres.

Introduction/History Irrigation Practices

Our property has historically been cultivated as grass pasture in the Scott Valley. Approximately 9.4 acres grow alfalfa and grain.

Renee Grove has adjudicated surface water rights from the Scott Valley Irrigation District and overlying adjudicated groundwater rights within the basin. We will not use our surface water right to supplement or offset the reduction in use of groundwater.

Renee Grove's property is not rectangular, square, or circular – the attached map shows the actual shape. Diverse types of irrigation have been implemented to supply coverage of the irregular shaped 9.4 acres. Historically, hand lines and irrigation pods have been used on the operation. The field map gives the best coordinates for the ranch location.

Historically, the operation grows pasture depending on the rotation year. Irrigation infrastructure for seasonal pasture one agriculture well and typically begins about April 1st each year and continues into mid to late September. These time frames are subject to variances that depend on annual temperature and precipitation conditions.

The attached spread sheet gives the reduction calculated to reduce usage by 33% over the 2021 usage and are described below.

2022 Conservation Efforts

- **Irrigation efficiencies** – From April 12, 2021, thru August 27, 2021, we rotated handlines with 7 heads at 7 GPM 24hours/day for a total of 70,560 gallons per day. August 28, 2021, thru September 10, 2021, the pods were used from. Two lines with six heads each at 5.5 GPM ran approximately 16 -18 hours per day, and the most used per day would have been 71,280 gallons. In 2022, we are switching out handlines for pods. We will rotate pods with 6 heads at 5.5 GPM 24hours/day for a total of 47,500 gallons per day.

These conservation efforts can be verified on inspections conducted by the coordinating entity, hopefully scheduled because we do use pesticides from time to time and those products have restricted entry protocols. As a partner in our family operation, I, Renee Grove will be the contact person for this LCS. I can be reached by mail, the phone number listed above, and by email at [REDACTED]

Sincerely,
Renee Grove

BINDING AGREEMENT



State of California – Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 Northern Region
 601 Locust Street
 Redding, CA 96001
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



GROUNDWATER USE REDUCTION AND BINDING AGREEMENT FOR LOCAL COOPERATIVE SOLUTION

BACKGROUND

Under the 2021 drought emergency regulation establishing drought emergency minimum flows in the Scott River and Shasta River watersheds,¹ local cooperative solutions (LCS) by individuals or groups may be proposed by petition to the Deputy Director as an alternative means of reducing water use to meet or preserve drought emergency minimum flows, or to provide other fishery benefits (such as cold-water refugia, localized fish passage, or redd protection), in lieu of curtailment.

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 section 875.5(f)(4)(D)(i) – (ii) [Scott River], the Deputy Director may approve a groundwater basin-wide, groundwater sub-basin-wide, or any number of individual local cooperative solutions:
 - (i) The proposal is based on a binding agreement. “Such binding agreement may be made with a Coordinating Entity with the expertise and the 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 similar qualified entity. “
 - (ii) For the Scott River: “The proposal provides at least: 1) a net reduction of water use of 30 percent throughout the irrigation season (April 1 – October 31), as compared to the prior irrigation

¹ California Code of Regulations, title 23, sections 875–875.9.

season; and 2) a monthly reduction of at least 30 percent in the July 1 through October 31 period, as compared to the prior year or to 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

On March 25, 2022, Renee Grove (Landowner) proposed an LCS that includes approximate 9.4 irrigated acres as authorized by 23 CCR §§ 875(f)(4)(D) of the regulation for the 2022 irrigation season. It includes a final conservation plan, narrative, and field maps incorporated by reference. The proposal uses the year 2021 as the baseline; it includes detailed spreadsheets and a narrative that describes enhanced irrigation pivot efficiencies. The specific conservation practices within the narrative offer concise and appropriate monitoring elements enabling the California Department of Fish and Wildlife to assume the role of a Coordinating Entity to implement a binding agreement described in “i” above. The mathematically calculated conservation plan accounts for a net reduction of approximately 32.8% to meet the requirement described in item “ii” above.

TERMS OF BINDING AGREEMENT

The Landowner is required to adhere to the proposed conservation plan, as submitted to CDFW and approved by the State Water Board. The Landowner has requested that CDFW serve as the coordinating entity. The Landowner and CDFW agree to the following:

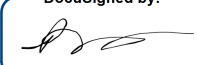
- For the duration of this binding agreement where CDFW is the coordinating entity, the Landowner shall give CDFW and CDFW agents the right to reasonably access the included parcels for the limited purpose of verifying execution of the conservation plan. Any individual not directly employed or contracted by CDFW shall provide pre-notification to, and shall obtain approval by, the Landowner.
- CDFW will strive to notify the Landowner a day in advance of visiting the parcels and shall provide the Landowner or a designee the ability to participate in the monitoring inspection.

- It is anticipated that CDFW representatives will visit the property approximately twice per month. A monitoring inspection may include verification of any or all the actions described in the conservation plan and may include inspection checklist/notes/report and photo verification.
- Any photos, logs, checklists, and other documentation for this conservation strategy incorporated by reference will be transmitted by the Landowner via email to the Klamath Watershed Program at klamathwatershed@wildlife.ca.gov. This information for each month shall be transmitted within the first 7 calendar days of each calendar month.
- CDFW 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. CDFW supports 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 with 30 days' notice. The Coordinating Entity will only terminate the agreement if the Landowner is not cooperating with the terms of this binding agreement (e.g., is not providing access, is not reporting, etc.). Both parties agree to take reasonable measures to resolve any concerns related to performance of the conservation plan, negative human interaction, or any other unforeseen circumstance prior to invoking termination.
- It is recognized that as the irrigation season unfolds, there may be reason to change the terms of the conservation plan or this agreement regarding its implementation and verification. Any such changes to the conservation plan or binding agreement will need to offer continued compliance with the drought emergency regulations and shall be agreed upon by both parties as well as the State Water Board.

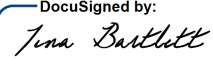
Contact Information	
California Department of Fish and Wildlife Carmen Tull klamathwatershed@wildlife.ca.gov 916.203.1947	Renee Grove <div style="background-color: black; width: 100px; height: 15px; margin: 5px auto;"></div> <div style="background-color: black; width: 80px; height: 15px; margin: 5px auto;"></div>

This Binding Agreement is valid while the current drought emergency regulation is in place. By signature, both parties agree and memorialize CDFW as the Coordinating Entity for this binding agreement. The Landowner shall include one signed copy with its petition to the SWB, return one signed copy to CDFW, and retain a signed copy of this binding agreement and have the conservation plan readily available at its residence in the event any questions arise from either party during implementation or monitoring.

Authorized Landowner Signature:

Sign Here: DocuSigned by:

360DA7EA7BEE4D9... Date Signed: 10/17/2022

Authorized Coordinating Entity Signature:

Sign Here: DocuSigned by:

1D82ADE7303A474... Date Signed: 9/29/2022

SUPPORTING INFORMATION

Proposed Grove Forbearance

 Irrigated Fields



 Grove Parcel

0 0.03 0.05 0.1 Miles



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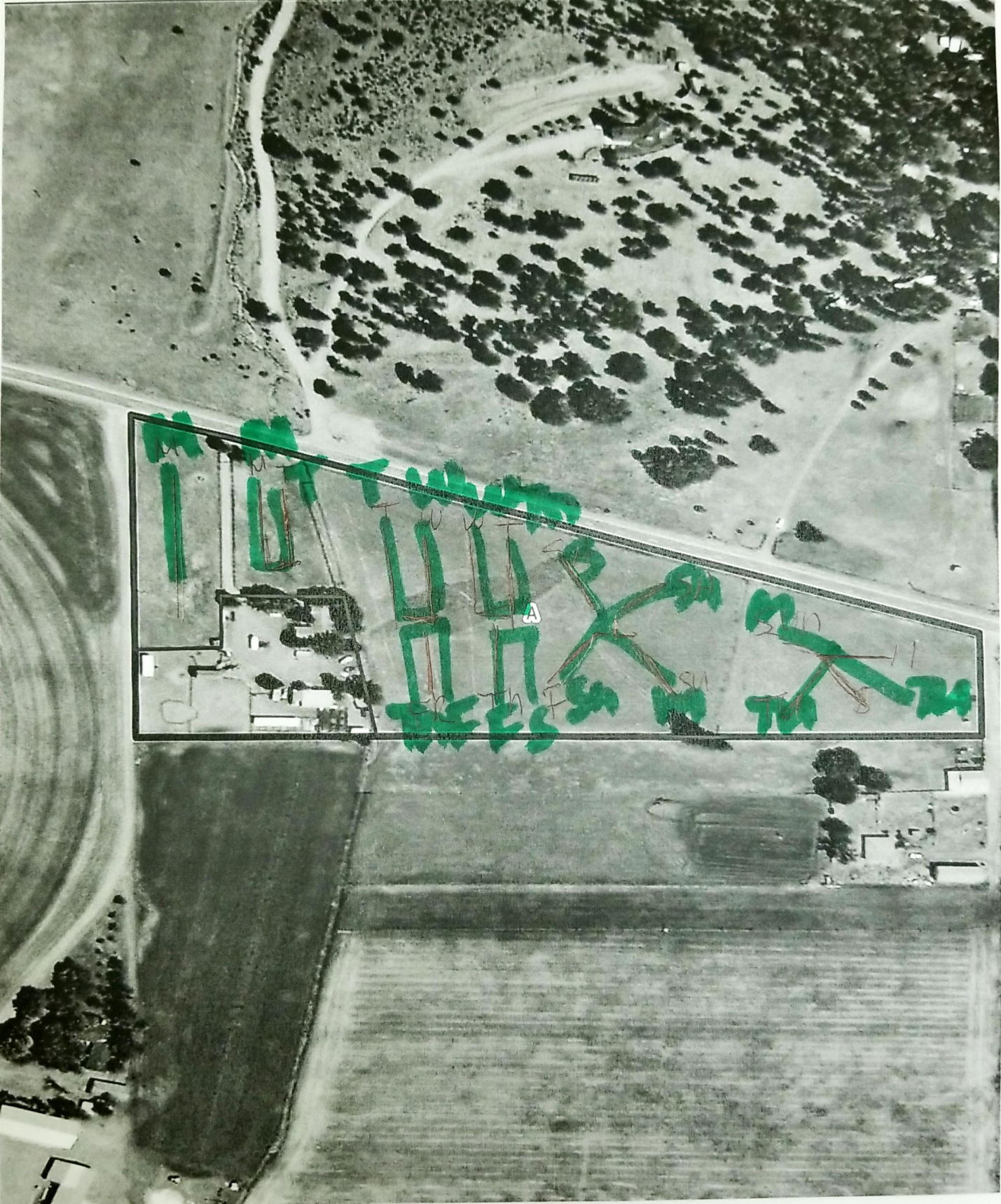
Proposed Grove for Bearance

-  Irrigated Fields
-  Grove Parcel

0 0.03 0.05 0.1 Miles



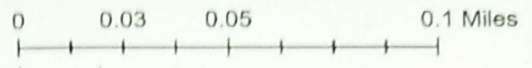
2021 hand lines moved/connected every phs



Proposed Grove for Bearance

Irrigated Fields

Grove Parcel



Pods 2022 moved/switched 8-10 hrs



Field ID	2020 Irrigated Acres	2020 Irrigation Method	2020 Crop Type	Calculation Factors	April 2020 Acres Feet Applied	May 2020 Acres Feet Applied	June 2020 Acres Feet Applied	July 2020 Acres Feet Applied	August 2020 Acres Feet Applied	September 2020 Acres Feet Applied	October 2020 Acres Feet Applied	2020 Total Acres Feet	2022 Irrigated Acres	2022 Irrigation Method	2022 Crop Type	Calculation Factors	April 2022 Acres Feet Applied	May 2022 Acres Feet Applied	June 2022 Acres Feet Applied	July 2022 Acres Feet Applied	August 2022 Acres Feet Applied	September 2022 Acres Feet Applied	October 2022 Acres Feet Applied	2022 Acres Feet	
1-01	9.4	Handlines and Pods	Alfalfa	Rotated handlines with 7 heads at 7 GPM 24hours/day; 70,560 gallons per day	6.50	6.71	6.50	6.71	6.73	6.52	0.00	39.67	9.4	Pods	Grain	Rotate pods with 6 heads at 5.5 GPM 24hours/day; 47,500 gallons per day	4.37	4.52	4.37	4.52	4.52	4.37	0.00	26.67	
				The pods were used from August 28th through September 10th. There are two lines with six heads each at 5.5 GPM ran approximately 16-18 hours per day, and the most used per day would have been 71,280 gallons.																					
	9.4			TOTALS:	6.50	6.71	6.50	6.71	6.73	6.52	0.00	39.67	9.4				4.37	4.52	4.37	4.52	4.52	4.37	0.00	26.67	
																	30% Reduction Target Monthly = 70% of 2020 use	4.55	4.70	4.55	4.70	4.71	4.56	0.00	27.77
																	Water reduced in excess of need expressed in AC Feet	0.18	0.18	0.18	0.19	0.19	0.19	0.00	1.16
																	Percentage Saved	32.77%	32.64%	32.77%	32.64%	32.84%	32.98%	#DIV/0!	32.77%