

Staff Report

TO: Water Resources Commission

FROM: Laura Hartt, Water Policy Analyst
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DATE: September 12, 2025

SUBJECT: Agenda Item G
Water Resources Commission

UPDATE ON GUIDANCE FOR VOLUNTARY AGREEMENTS AMONG GROUNDWATER USERS

I. Introduction

During this agenda item, staff will brief the Commission on efforts to draft guidance pertaining to voluntary agreements among groundwater users from the same groundwater reservoir (ORS 537.745). To date, no voluntary agreements among groundwater users have been submitted to the Department or the Commission for consideration. However, voluntary agreements could provide potential benefits in groundwater management, and have been a topic of interest during the current Division 512 rulemaking effort, which governs groundwater use in Harney County's Malheur Lake Basin. These benefits include possible greater flexibility sharing water among members of the voluntary agreement, and alternate scheduling or sequencing of groundwater use reductions. *This is an informational report.*

II. Integrated Water Resources Strategy Recommended Action

- 10.D – Reach Environmental Outcomes with Non-Regulatory Alternatives
- 11.E – Develop Additional Groundwater Protections

III. Background

Under ORS 537.745, the Water Resources Commission has the authority to "encourage, promote and recognize voluntary agreements among groundwater users from the same groundwater reservoir." The Commission must approve properly filed agreements that are consistent with the intent, purposes and requirements of ORS 537.505 to 537.795 and 537.992, in particular the policy considerations surrounding preservation of the public health, safety, and welfare and the requirements concerning Critical Groundwater Area Designations. Until terminated, an approved agreement "shall control in lieu of a formal order or rule of the commission under ORS 537.505 to 537.795 and 537.992."

IV. Discussion

Using funds authorized under House Bill 2010 (2023) for voluntary agreements, the Department engaged a facilitator (Oregon Consensus) to advise groundwater users in the Harney Basin who were interested in developing voluntary agreements. As part of the contract, the Department provided guidance regarding what would be required to support a positive recommendation to the Commission. The Department determined that at a minimum, a submitted agreement should:

- (1) Incorporate statutory requirements outlined in ORS 537.745;
- (2) Demonstrate the ability to achieve groundwater level stability within timelines at least as aggressive as those associated with a Critical Groundwater Area designation;
- (3) Require groundwater user accountability, including monitoring and reporting;
- (4) Recognize Departmental authority and scientific expertise in assessing the efficacy of the agreement.

From July 2024 through October 2024, the Department met with a focus group to draft, review and revise voluntary agreement guidance for use to develop suitable agreements. The focus group was moderated by the facilitator and included Harney Basin irrigators, Harney County, High Desert Partnership, The Nature Conservancy, and water rights attorneys. During the Division 512 October 29, 2024, Rules Advisory Committee (RAC) meeting, the draft guidance document was shared with RAC members; comments were solicited and incorporated into what is now the current draft (Attachment 1).

On June 30, 2025, the facilitator and the High Desert Partnership shared with the Department a template they drafted for groundwater users in the Harney Basin to develop voluntary agreements (Attachment 2). This template is based in part on Department rotation agreements which were provided to the facilitator upon request. On July 3, the Partnership informed the Department that 2 to 4 voluntary agreements were likely to be submitted to the Commission in December 2025. The Partnership also informed the Department that those submitting the agreements intend to seek adoption in lieu of the controls stemming from the proposed designation of the Harney Basin Critical Groundwater Area.

V. Conclusion

The draft guidance is intended as an interim document to assist the Commission in evaluating a submitted agreement for approval or denial in the near term. Because the guidance was developed with the input of Harney Basin groundwater users, the Department does not recommend its application to other basins at this time. The Department is still evaluating whether statewide guidance or rules are the more appropriate means of implementing ORS 537.745.

Attachments:

1. DRAFT – Proposed Guidance for Voluntary Agreements Among Groundwater Users from the Same Groundwater Reservoir
2. DRAFT – Harney Groundwater Voluntary Agreement Template

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Draft Guidance for Voluntary Agreements Among Groundwater Users from the Same Groundwater Reservoir

Background

This guidance outlines criteria the Oregon Water Resources Department has determined to be consistent with ORS 537.745 (attached) and provides guidance to the Water Resources Commission for consideration when evaluating voluntary agreements among groundwater users from the same groundwater reservoir. This document provides terms that, if met, the Department would consider sufficient for recommending an approval of a proposed agreement to the Commission. These criteria are subject to modification as experience and information are further developed.

General Applicability

Voluntary agreements may be entered into in areas with critical groundwater area designations and those without such a designation. The agreement must be consistent with the intent, purposes and requirements of ORS 537.505 to 537.795 and 537.992 (pertaining to civil penalties), in particular ORS 537.525 (pertaining to general policy considerations), 537.730 to 537.740 (pertaining to critical groundwater area designation), and 537.780 (pertaining to Commission authority).

Authority

ORS 537.745 provides the authority for the Commission to approve or reject voluntary agreements. The Department will review proposed voluntary agreements for consistency with the applicable statutory requirements listed above and make a recommendation for approval or denial to the Commission. ORS 536.025 provides the authority for the Commission to delegate its authority to approve or reject voluntary agreements, including amendments, to the Director, should the Commission choose to do so.

Groundwater Users

INITIAL PARTIES

- (1) Parties of a voluntary agreement may include groundwater users who are:
 - (a) individuals, corporations, associations, firms, partnerships, limited liability companies, joint stock companies, public and private municipal corporations, political subdivisions, the state, and any agencies thereof, the federal government and any agencies thereof and federally recognized Indian tribes; and
 - (b) districts, corporations, or political subdivisions organized for public purposes.

MINIMUM PARTICIPATION LEVEL

The minimum level of participation in a voluntary agreement must consist of water right holders whose total rights represent at least 30% of the total allocated Permissible Total Withdrawal (PTW) or Target for Voluntary Reduction (TVR) within any groundwater reservoir as defined herein.

Any agreement pertaining to water rights located within a designated Critical Groundwater Area submitted to the Commission or Department for review must demonstrate that it would result in a reduction of water use sufficient to meet the PTW or TVR for the groundwater reservoir, or portion thereof, subject to the agreement. Once such an agreement is approved, the level of reduction needed to achieve the PTW or TVR must be maintained throughout the term of the agreement.

Groundwater Rights

Groundwater rights eligible to participate in a voluntary agreement are limited to current, valid water rights that can prove beneficial use within five years prior to the time the agreement is submitted and must not be subject to forfeiture under ORS 540.610.

The following conditions apply:

- No point of appropriation which has exceeded a groundwater decline condition or has resulted from a transfer of a point of appropriation that has exceeded a groundwater decline condition may be used to participate in a voluntary agreement.
- All points of appropriation and the full place of use of any participating water right must be fully subject to the agreement; partial inclusion of points of appropriation or place of use of any water right is not permissible.
- Only lands listed as a place of use on a valid water right may be included in a voluntary agreement.
- Only wells listed as a point of appropriation on a valid water right may be included in a voluntary agreement.
- The maximum volume of water available to the parties within a voluntary agreement is the sum of the total duty allocated to all valid rights participating in the agreement.

Groundwater Reservoir

BOUNDARIES DEFINED

A submitted agreement must define the groundwater reservoir, or portion thereof, to be included in the agreement. For a designated CGWA, the groundwater reservoir may be defined as the entire CGWA, one or more subareas within the CGWA, or a portion thereof.

Any groundwater points of appropriation proposed to be included in an agreement must be within the boundaries of the area covered by the agreement.

MAP

(1) A submitted agreement must be accompanied by a map depicting all places of use and points of appropriation for the water rights included in the agreement.

(2) A submitted agreement must contain a list of the water rights of record that provide the basis for water use on all authorized places of use within the geographic scope of the agreement.

Groundwater Use

PERMISSIBLE TOTAL WITHDRAWAL

“Permissible total withdrawal” means the total amount of groundwater that the Department determines can be withdrawn on an annual basis within a specified geographic area or subarea.

- The unit of measurement for the permissible total withdrawal is acre-feet.
- If a voluntary agreement is within a critical groundwater area or subarea where a permissible total withdrawal has been set by rule, the Department must use the PTW as the primary criterion for evaluation when considering whether to approve the voluntary agreement.

TARGET FOR VOLUNTARY REDUCTION

“Target for Voluntary Reduction” means the total amount of groundwater that the Department determines should be withdrawn from an area on an annual basis.

- The unit of measurement for the target for voluntary reduction is acre-feet.
- If a voluntary agreement is within a critical groundwater area or subarea where a target for voluntary reduction has been set, then the Department must use the TVR as the primary criterion for evaluation when considering whether to approve the voluntary agreement.

If a voluntary agreement is within an area or subarea where no PTW or TVR has been set, the Department may set a target for voluntary groundwater use reduction, based on the best available evidence, for the purpose of determining whether to approve the voluntary agreement.

AGREED WATER USE LIMIT

The “Agreed Water Use Limit” is the maximum total volume of water that the parties agree can be pumped annually under the agreement. A submitted agreement must specify an agreed water use limit, and the total water use by all parties may not exceed this value in any year regardless of any prior year's use.

Water use reductions may be implemented over a period of years by reducing the agreed water use limit until the PTW or TVR is met. The schedule for water use reductions must be specified in the voluntary agreement and should demonstrate a commitment to achieving stable water levels within the same timeframe set by order of the Water Resources Commission for the area as applicable.

RATE OF PUMPING

Notwithstanding this provision, the Director may determine, pursuant to ORS 537.735(3)(d), that a higher rate of pumping would result in more efficient water use. The increase in rate shall be limited to 1/60th cubic foot per second per acre. The use of a higher rate shall be discontinued whenever the Department determines, based on a valid call, that regulation of a groundwater well is necessary to satisfy a senior water right.

OVERUSE

“Overuse” means use above the annual volume or rate of the approved voluntary agreement.

Overuse is a basis for a finding that the parties are not substantially complying with the agreement. The Department may recommend termination of the agreement consistent with Agreement Termination (a) below.

USE FROM UNAUTHORIZED WELLS

Parties to a voluntary agreement may only withdraw water from wells listed as authorized points of appropriation on water rights participating in the voluntary agreement. Withdrawal of water from any other well by any party may be a basis for a finding that the parties are not substantially complying with the agreement. The Department may recommend termination of the agreement consistent with Agreement Termination (a) below.

Duration of the Agreement

The agreement will include the period of time over which groundwater use will be reduced.

- (1) If a voluntary agreement is within a critical groundwater area or subarea where a permissible total withdrawal has been set by rule, voluntary water use reductions to match the PTW should be implemented within a timeframe set by order of the Water Resources Commission for the critical groundwater area as applicable.
- (2) If a voluntary agreement is within a critical groundwater area or subarea where a target for voluntary reduction has been set, voluntary water use reductions to match the TVR should be implemented within the timeframe set by order of the Water Resources Commission for the area as applicable
- (3) If a voluntary agreement is within an area or subarea the Department has set a target for voluntary reduction, the period of time for voluntary reduction to match the TVR cannot exceed the duration of the agreement.

Reporting and Monitoring

ANNUAL STATEMENT OF PLACE OF USE

No later than January 5th of each year, the parties to the agreement must provide the Department with:

(1) a map depicting lands subject to irrigation during the upcoming irrigation season. The total number of acres, when multiplied by the approved duty, may not exceed the annual agreed water use limit.

(2) a list of each well to be pumped during the irrigation season;

(3) contact information, including telephone and email address, for owners of each well to be pumped during the irrigation season.

Failure to provide an annual statement of place of use in a timely manner may be a basis for a finding that the parties are not substantially complying with the agreement. The Department may recommend termination of the agreement consistent with Agreement Termination (a) below.

MONITORING

(1) All parties to the agreement shall maintain functional totalizing flow meters of a type approved by the Department and shall report water use to the Department monthly.

(2) Any agreement recommended by the Department to the Commission for approval must include an acknowledgment that Department staff may, with reasonable notice, enter the property of a party for the purposes of water level measurement, collecting flow meter readings, and ensuring that the flow meters are properly functioning. Failure to maintain functional flow meters or provide reasonable access is a basis for termination of the agreement.

(3) Prior to the Department recommending a voluntary agreement for approval to the Commission, the watermaster must visit each participating landowner's property to verify any wells proposed for use under the voluntary agreement and the existence of totalizing flow meters.

Agreement Amendment After Commission Approval

The Commission has the authority to approve or reject amendments to approved voluntary agreements. Any amendments to an approved voluntary agreement will require a minimum 90-day review by the Department. After the review is complete, proposed amendments will be presented to the Commission for approval or denial at the next regularly scheduled Commission meeting. If the Commission delegates authority, the Department may approve changes to approved voluntary agreements.

CHANGED CONDITIONS

Voluntary agreements may be subject to amendment by the Commission (or Department if authority has been delegated) if the Commission determines changed conditions, including new information regarding the performance of or compliance with the agreement, have made the continuance of the agreement a detriment to the public welfare, safety and health or have resulted in the agreement no longer meeting the requirements of ORS 537.745. The parties then may agree to amend the agreement to the satisfaction of the Commission as an alternative to termination.

ADDITIONAL PARTIES

Voluntary agreements may be amended to add parties to the agreement. Additional holders of water rights of record within the subarea or area of an existing voluntary agreement may join the voluntary agreement. New parties must comply with all provisions of the voluntary agreement. In addition:

- (1) A prospective party must notify the Department and the existing parties to the agreement of their intent to join the agreement by December 31 prior to the year in which they wish to join.
- (2) The watermaster shall visit the prospective party's agricultural operation to verify wells authorized for use under the voluntary agreement and the existence of totalizing flow meters.
- (3) All existing parties to the agreement and the Commission must consent to the addition of any new party.
- (4) The Department will adjust the PTW or TVR as needed to reflect the updated participation.

The portion of the PTW available to the voluntary agreement shall be limited to the amount of water the participants are collectively entitled to under a rule establishing the PTW. Changes to the total number of participants in the agreement may change the total amount of water to which the participants are entitled.

PARTY TERMINATION

With approval of the Commission, voluntary agreements may be amended to remove parties who request removal as long as the minimum participation level is met. Any party terminating their involvement in the agreement will become subject to any existing groundwater control measures pertaining to the geographic location of their water right.

The Department will adjust the PTW or TVR as needed to reflect the updated participation. The portion of the PTW available to the voluntary agreement will be the total amount of water the participants are collectively entitled to. Changes to the total number of participants in the agreement may change the total amount of water the voluntary agreement is entitled to.

WATER RIGHT TRANSACTIONS

Voluntary agreements must be amended and approved by the Commission and all parties to the agreement if any water right subject to the agreement is modified by a water right transaction in a way that changes the amount of water available to the agreement or changes the places of use subject to the agreement. Such transactions include, but are not limited to, changes to the place of use, changes to the points of appropriation, or splitting of a right. All parties to the agreement must be notified of the need to amend the agreement.

Agreement Approval

Any agreement that meets the requirements of this document, may be recommended by the Department to the Commission for approval. Any proposed voluntary agreement will require a minimum 90-day review by the Department. Following the review, the Department will present

review findings and recommend approval or denial at the next regularly scheduled Commission meeting. The Department may recommend modifications to the voluntary agreement that would support a recommendation of approval by the Department. If the Commission has delegated its approval authority to the Department, then any agreement that meets the requirements of this document may be approved by the Department.

Agreement Termination

Any agreement approved by the Commission may be terminated by the lapse of time as provided in the agreement, by consent of all parties to the agreement, or by the Commission if the Commission finds, after investigation and a public hearing upon at least 30-days' notice, that:

- (a) The agreement is not being substantially complied with by one or more parties thereto, or
- (b) Changed conditions have made the continuance of the agreement a detriment to the public welfare, safety and health or contrary to the intent, purposes and requirements of ORS 537.505 to 537.795 and 537.992, in particular ORS 537.525, 537.730 to 537.740, and 537.780.

The Department also may recommend the Commission consider termination of an approved agreement based on (a) or (b) above. If the Commission has delegated its termination authority to the Department, then the Department may consider termination of an approved agreement based on (a) or (b) above.

The Commission's termination of an approved voluntary agreement is an order in another than contested case.

Attachment A**ORS 537.745 Voluntary agreements among ground water users from same reservoir.**

(1) In the administration of ORS 537.505 to 537.795 and 537.992, the Water Resources Commission may encourage, promote and recognize voluntary agreements among ground water users from the same ground water reservoir. When the commission finds that any such agreement, executed in writing and filed with the commission, is consistent with the intent, purposes and requirements of ORS 537.505 to 537.795 and 537.992, and in particular ORS 537.525, 537.730 to 537.740 and 537.780, the commission shall approve the agreement.

Thereafter the agreement, until terminated as provided in this subsection, shall control in lieu of a formal order or rule of the commission under ORS 537.505 to 537.795 and 537.992. Any agreement approved by the commission may be terminated by the lapse of time as provided in the agreement, by consent of the parties to the agreement or by order of the commission if the commission finds, after investigation and a public hearing upon adequate notice, that the agreement is not being substantially complied with by the parties thereto or that changed conditions have made the continuance of the agreement a detriment to the public welfare, safety and health or contrary in any particular to the intent, purposes and requirements of ORS 537.505 to 537.795 and 537.992.

(2) When any irrigation district, drainage district, other district organized for public purposes or other public corporation or political subdivision of this state is authorized by law to enter into agreements of the kind referred to in subsection (1) of this section, the commission may approve such agreements as provided in subsection (1) of this section. Any such agreement approved by the commission shall have the same effect and shall be subject to termination in the same manner and for the same reasons set forth in subsection (1) of this section. [1955 c.708 §31; 1985 c.673 §65]



Harney Groundwater Voluntary Agreement

This Voluntary Agreement (“Agreement”) is made this ____ day of _____, 20__, between the parties listed in Exhibit A (“Parties”), and continues until 10 YEARS. The purpose of this Agreement is to establish the terms and conditions for the rotation of water use within a particular portion of the Harney Groundwater Basin. Individual water rights holders are referred to individually as a “Party” or jointly as the “Parties.”

RECITALS

WHEREAS, ORS 537.745 provides authority to the Oregon Water Resources Commission to approve Agreements. Commission approval would control in lieu of a formal order or rule of the Commission.

WHEREAS, those Agreements must be consistent with the intent, purposes and requirements of the Ground Water Act of 1955, in particular ORS 537.525 (policy considerations), 537.730 to 537.740 (pertaining to critical groundwater area designation), and 537.780 (Commission authority).

Potential points of disagreement / Areas for further work

This is an important area of likely disagreement. There seems to be important differences in interpreting what “outcomes” are consistent with statutes, especially in the context of voluntary agreements. Some groundwater users have different interpretations of “reasonably stable” and applicability of Critical Groundwater Area criteria for certain parts of the basin.

Proposed action: Further discuss applicability of proposed rules and orders to voluntary agreements. Reach agreement on desired outcomes for areas covered by the Agreement. The language below likely won’t work as is.

WHEREAS, the Parties attest that they are ready, willing, and able to put any of the water rights included in this Agreement to beneficial use.

WHEREAS, any water right included in the Agreement, but not used, has been subject to Oregon Water Resources Commission action, and is not subject to forfeiture under ORS 540.610 solely by the actions taken to follow the provisions of this Agreement.

WHEREAS, the Parties desire to establish a procedure for the use of groundwater in the geography of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and other mutual covenants and conditions contained herein, the Parties hereby agree as follows:

1. Defined Terms.

INSERT STUFF

2. Groundwater Reservoir and Boundary of the Agreement

For the purposes of this Agreement, the groundwater reservoir is defined as **INSERT DESCRIPTION** ("Agreement Boundary") and further shown in Exhibit B Agreement Boundary depicting all places of use and points of appropriation for the water rights included in the Agreement attached hereto and incorporated herein.

3. Parties to the Agreement, Minimum Participation Level, and Included Water Rights

All Parties to this Agreement, and their respective water rights are shown in Exhibit C Parties and Included Water Rights attached hereto and incorporated herein. New Parties may be added to an Agreement prior to December 31st of each year and in advance of the upcoming irrigation season. Adding New Parties is a significant modification to the Agreement (see Section 8).

The Parties agree to maintain a minimum participation level sufficient to meet the Agreed Water Use Limits and Target Voluntary Reductions for the Agreement (see Section 4).

Prior to any Party joining the Agreement, their wells proposed for inclusion in the Agreement must be verified by Oregon Water Resources Department **ENTITY** for authorized use and presence of a functioning totalized water meter.

4. Agreed Water Use Limits; Target Voluntary Reductions

The Agreed Water Use Limit is **XXXXXX acre-feet**. The Target Voluntary Reductions for this Agreement are **XXXXXX** acre-feet achieved by **DATE** implemented in **PHASED REDUCTIONS** described below.

Potential points of disagreement / Areas for further work

This is an important area of likely disagreement. There seems to be important differences in interpreting what is a legally defensible “permissible total withdrawal” and desire to further discuss potential Target Voluntary Reductions with the purpose of reaching agreement on Agreed Water Use Limits and reasonable reductions using best available evidence.

Proposed action: Further discuss “permissible total withdrawal” and Target Voluntary Reductions for purpose of a voluntary agreement.

The parties will follow the following schedule for Target Voluntary Reductions:

- XXXXX acre-feet in the 12-month period between START DATE and END DATE for YEARS X-Y.
- XXXXX acre-feet in the 12-month period between START DATE and END DATE for YEARS X-Y.
- XXXXX acre-feet in the 12-month period between START DATE and END DATE for YEARS X-Y.

If actual total water use is less than the Agreed Water Use Limits, that water cannot be “credited” toward future years.

5. Annual Statements of Place of Use, Rate, and Duty

The Parties agree that they will use a rotation method of irrigation so that the Parties will be allowed to irrigate identified Places of Use irrespective of the date of priority of any Party’s water right.

Each Party attests that they own and can use any water rights subject to this Agreement.

The Parties shall submit to Oregon Water Resources Department/ENTITY, prior to January 5th of each year, an Annual Statement of Place of Use (“Annual Statement”) covering the upcoming 12-month period between START DATE and END DATE that includes:

- The lands (location and acreages) subject to irrigation that year;
- A list of every well that could be pumped during the irrigation season, including the likely rate and duty for each pump (the rate and duty shall not exceed the allowable rate and duty of any water right of record);
- If the proposed rate for any pump exceeds rate authorized by the water right on that well, the Annual Statement must include a demonstration that the higher rate also results in less volume used over the the year and acreage;

- The contact information (telephone and email address) for each Party owning a well that could be pumped during that year; and
- An estimate of the total water use that is less than or equal to the Agreed Water Use Limits.

Failure to provide an Annual Statement in a timely manner may be a basis for termination of this Agreement. Changes of place of use and points of appropriation are not allowable mid-irrigation season between **START DATE and END DATE** of the current irrigation season year.

6. Monitoring and Reporting

All Parties must maintain functional totalizing flow meters of the types described in Exhibit D Allowable Flow Measurement Devices attached hereto and incorporated herein. These devices have been approved by Oregon Water Resources Department.

The Parties agree to submit water use monitoring reports **MONTHLY/AT THE END OF THE SEASON/ANNUALLY** ("Reporting Period") to **Oregon Water Resources Department/OTHER ENTITY**. The reports shall include:

- Measured water use for each well pumped during the Reporting Period;
- Total water use across all Parties during the Reporting Period; and
- Any notes or explanations needed.

Oregon Water Resources Department/OTHER ENTITY maintains the right, with reasonable notice, to enter a Party's property, solely for the purpose of confirming water level measurement, collecting flow meter readings, or ensuring flow meters are properly functioning.

Failure of any Party to maintain functioning flow meters or provide reasonable access, and for all Parties to submit monitoring reports at the end of the Reporting Period in a timely manner may be a basis for termination of this Agreement.

7. Enforcing the Terms of this Agreement

In the event that there is a dispute among any of the Parties regarding use of the water, the Parties will attempt to resolve any disputes amongst themselves first. If disputes remain, any dissatisfied Party may apply to the **Water Master for the State of Oregon / OTHER ENTITY** to regulate and control the amount and use of the water in question.

8. Consideration

As Parties agree to rotate water use between their Points of Appropriation, any consideration for those rotations is described in Exhibit E Consideration for Rotation attached hereto and incorporated herein.

9. Amendments and Modifications

This Agreement may be modified from time to time. Minor modifications can be made by the Parties' notice to Oregon Water Resources Commission, or the Oregon Water Resources Department if the Commission has delegated authority. Significant modifications can be made by mutual agreement in writing from all Parties and Oregon Water Resources Commission, or the Oregon Water Resources Department if the Commission has delegated authority. Major modifications can be made by mutual agreement in writing from all Parties and approval from the Oregon Water Resources Commission.

If requested amendments cannot be agreed to, the Oregon Water Resources Commission may terminate an Agreement if changed conditions meet the criteria in ORS 537.745.

Some examples of modifications include, but are not limited to:

Minor modifications:

- Submittal of Annual Statements with rotating Points of Appropriation and changes in water use at each Point of Appropriation
- Splitting of a water right amongst more than one Place of Use

Significant modifications:

- Inclusion of additional Parties or subtraction of existing Parties subject to the same provisions of the Agreement
- Changes to the Places of Use
- Change to the Points of Appropriation

Major modifications:

- Change in the Agreed Water Use Limit or Target Voluntary Reductions amounts
- Changed conditions resulting in detriment to the public welfare, safety, and health
- The number of Parties has declined to a point where reaching the Target Voluntary Reductions are no longer possible

10. Termination

Any Party may choose to leave an Agreement following the irrigation season **END DATE**, and upon leaving the Agreement, the leaving Party will become subject to any existing groundwater control measures pertaining to their water right(s). Any one Party leaving does not terminate the entire Agreement for the remaining Parties.

The Oregon Water Resources Commission may revoke its approval of the Agreement, and/or the Parties may terminate the Agreement by written agreement of all Parties if:

- Any provision of this Agreement is not being complied with by the Parties; or
- Changed conditions result in detriment to the public welfare, safety, and health, or are contrary to the intent, purposes, and requirements of the Ground Water Act of 1955.

The Oregon Water Resources Commission's decision to revoke approval of an Agreement is an order in an other than contested case.

11. Agreement Runs with the Property

This Agreement shall be binding upon the Parties hereto, their lessees, heirs, successors, or assigns.

Discussion Draft-Not for distribution

Exhibit A. Agreement Party Signatures

The Parties have executed this Agreement on the day and year first above written.

1. By: _____

Name:

Title:

Mailing Address:

Email Address

2. By: _____

Name:

Title:

Mailing Address:

Email Address

3. By: _____

Name:

Title:

Mailing Address:

Email Address

4. By: _____

Name:

Title:

Mailing Address:

Email Address

Exhibit B. Description and Map of Agreement Boundary and Groundwater Reservoir

Discussion Draft-Not for distribution

Exhibit C. Parties and Included Water Rights

Party	Water Right	Point of Appropriation	Place of Use	Rate	Duty

Exhibit D. Allowable Flow Measurement Devices

Discussion Draft-Not for distribution

Exhibit E. Consideration for Rotation

Discussion Draft-Not for distribution