POLICY AND OPERATING PROCEDURES
GREENFIELDS IRRIGATION DISTRICT (GID)
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1. STATEMENT OF DISTRICT OBJECTIVES

A. To supervise, administer, maintain, and protect all GID water rights filed under the laws of the State of Montana in cooperation with appropriate State and Federal agencies.
B. To deliver GID irrigation water equitably to lands assessed by the District in an efficient manner and at a cost consistent with good management practices and in general accord with Board Policies.
C. To promote good water and soil conservation practices.
D. To maintain and improve the total irrigation system to the degree necessary to preserve the capacity, sustainability, and condition of the facilities in perpetuity.
E. To maintain sound fiscal management policies, including adequate reserves.
F. To be constantly alert to technical advancement and adopt new practices which will improve system-operating efficiency.

2. DEFINITIONS

A. Assessed Acre – An assessed acre is an equivalent acre of land within GID boundaries that is taxed or otherwise assessed and thereby entitled to receive District water. The number of assessed acres for each Farm Unit is quantified, identified, and tracked by GID.
B. Assessment – The term Assessment means charges made by the District for whatever purpose which are collected by the County Treasurer and are based on the number of assessed acres assigned to a Farm Unit.
C. Board – The term Board means the Board of Commissioners of the Greenfields Irrigation District.
D. Board Approval – The term Board Approval means approval by the Board of Commissioners whether by motion and vote of consensus.
E. District – The term District means the Greenfields Irrigation District (GID).
F. District Approval – The term District Approval means approval by either GID Management or the Board of Commissioners.
G. Entity – The term entity means trusts, corporations, partnerships or other legal entities or arrangements made for joint ownership or leasing of assessed acres.
H. Farm Unit – An identified and described parcel of land within District boundaries containing any number of assessed acres.
I. Irrigable Acre – An irrigable acre is an equivalent acre of land located within GID boundaries that could be theoretically irrigated using either GID project water or a private water right utilizing any method of irrigation. An irrigable acre is not necessarily entitled to receive District water unless the Producer has allocated and certified available assessment, under their immediate control, for such purpose.
J. Irrigator – The term Irrigator means the person authorized to order water on or off or alter an existing water order on a Farm Unit and whose identities have previously been made known to the District.
K. Landowner – The term Landowner means the person or entity owning an interest in land, and whose identity has properly been made known to the District.

L. Producer – The Producer is the individual who is ultimately responsible for operations and management and specifically for how a Farm Unit will be irrigated using District water. The Producer is either the Owner or Lessee of the Farm Unit or Manager designated by the Corporation, Trust or other Entity owning or leasing the Farm Unit. The Producer must be actively engaged in the daily operations of the ranch or farm.

M. Water Allotment – Water Allotment shall be that quantity of irrigation water entitled to be applied to each assessed acre as established each Spring by the Board. The standard allotment is 2 acre-feet per assessed acre. The Board may establish an allotment reduction commensurate with water availability or other parameters impacting delivery.

N. Water User – The term Water User means the person, corporation, trust, or any other entity, whether Land Owner or Lessee, entitled to order and receive of water from the District and whose identity has properly been made known to the District.

3. LAND PROVISIONS

A. Assessed Acreage Adjustments

1) In accordance with GID's water right, the total assessed acreage within the District is limited to 83,231.72 acres.
2) Producers may only utilize, irrigate or otherwise apply District water to the total number of assessed acres collectively under their immediate control; whether owned or leased, across the different Farm Units comprising those acres as they see fit. This approach is referred to as the Net Accounting of Assessed Acres. In other words, Producers may not apply or spread District water to more acres than the total number of assessed acres within District boundaries under their immediate control; whether owned or leased.
3) With Board approval, a Landowner may move, transfer, reassign or otherwise redistribute assessed acres from one Farm Unit to another Farm Unit in order to conserve water and to better correlate assessed acres with the actual irrigation practice on individual Farm Units. The Landowner must own all the Farm Units involved in the assessment transfer.
4) With the approval of the Board, a Landowner may split or subdivide a Farm Unit for the purpose of leasing or selling. At the time of splitting and prior to selling or leasing, the Landowner must designate the distribution of assessed acres to the resulting and remaining Farm Units.
5) With the approval of the Board, a Landowner may combine two or more Farm Units that they own for the purpose of correlating to the actual on-the-field irrigation practice. Coordination with the local County Tax Assessor may be required to legally combine separate tax parcels.
6) With the approval of the Board, a new Farm Unit may be created for the purpose of utilizing District water. The newly created Farm Unit must be situated within the boundaries of the District. The new Farm Unit may have assessed acres assigned to it under Policy 3.A.3 above or may have no assessed acres yet is irrigated with District water under the Net Accounting of Assessed Acres described under Policy 3.A.2

above.

7) Board approval for the redistribution of assessed acres as well as the splitting, combining or creation of farm units is contingent upon a recommendation from GID Management following the evaluation of certain criteria such as delivery points, potential impact to GID's infrastructure and other Water Users, and location within the District.
8) A Farm Unit can not have more assessed acres assigned to it than its actual, physical size.

B. Acreage Limitations

1) The number of assessed acres owned and the number of assessed acres leased by a Water User that receives District water is limited as follows:
   a. The maximum number of assessed acres owned by an individual Landowner or entity that may receive District water shall be limited to 960 acres.
   b. The maximum number of assessed acres leased by an individual Producer that may receive District water shall be limited to 960 acres.
   c. When the acreage limitations are exceeded, the Landowner and/or Producer must designate prior to the beginning of the water season which assessed acres up to 960 acres owned and 960 acres leased will receive District water and which acres will not. There shall be no refund or credit for acres in excess of the 960-acre limitation because they can not receive GID project water.
   d. With respect to ownership and leasing limitations, a married couple is considered one individual.
   e. With respect to ownership and leasing limitations, the percentages of individual ownership comprising the partnerships, corporations, and trusts shall be the basis of assigning and determining percentage of assessed acres. Individuals comprising the entity shall be reported to the District as well as their percentage of ownership for the purpose of certifying acreage limitations.
   f. The District may require a copy of any signed and dated lease of assessed acres as well as Contract for Deeds or Board approved legal documents as substitute to verify the certification process.
   g. Water Users must notify the District of any changes to leasing and ownership of Farm Units that occurred following producer certification as described in Item 3.C below.
   h. The number of eligible ballots per elector shall be subject to the provisions of the 960-acre limitation.
   i. The Board shall not change the policies governing the 960-acre limitations of ownership or leasing of assessed acres without the majority approval of the individual Landowners of Farm Units within the District. Approval shall be by vote; one vote per Landowner regardless of the assessed acreage or number of Farm Units owned.

C. Landowner and Producer Certification

intend to irrigate all the assessed acres under their immediate control. If the acreage of historical irrigation on all the Farm Units under their immediate control exceeds the total number of assessed acres available on those farm units, the Producer must demonstrate and delineate which acres will not receive District water for that season. Otherwise stated, Producers may only order and apply District water on land up to the number of acres equal to the total number of assessed acres under their immediate control, both owned and leased.

2) Each Spring and prior to the water season, all requested Landowners and Water Users shall certify their ownership, landholdings and leased acreage with the District.
3) The District may withhold delivery of District water from any Landowner, Producer and Water User not currently or properly certified.

4. DISTRIBUTION OF WATER

A. General

1) District irrigation water is to be distributed only for beneficial use within District boundaries and only to assessed acres from April 1st through October 31st per water rights jointly vested in the names of Greenfields Irrigation District and the Bureau of Reclamation.
2) District water shall not be conveyed, directed, diverted or otherwise displaced outside District boundaries for consumptive or non-beneficial use.
3) Each year the irrigation season is dependent on weather conditions, water availability, soil moisture and other parameters impacting water deliveries. Each Spring the Board of Commissioners will establish the actual water-start date which is most beneficial to the District.
4) The end of the irrigation season typically coincides with the subsequent depletion of water storage in Gibson and Pishkun Reservoirs. The District may allow extended irrigation to continue where the source of District irrigation water is from a District drain ditch or natural drainages. The District is entitled to use and reuse all the water within the District including return flow and drain water. Therefore, drain water is not free water and usage will be monitored and tracked against the Producer's allotment.
5) The District Manager and Water Master will collectively administer the storage, release from storage, and distribution of water to the divisions of the District.
6) For the purpose of distributing water, the District is divided into eight Divisions of comparable size. The District Water Master shall apportion water to each Division in a manner to assure fair and equitable distribution of water to the entire District. Factors affecting the distribution to Divisions are water availability, water demand and effective use of drains and return flows. The Ditch Rider of each Division shall, under the supervision of the Water Master, shall further distribute water within their Division in a fair and equitable manner.
7) Ditch Riders will be responsible for the final distribution of District water within their respective divisions and to satisfy registered water orders. Water deliveries shall be accomplished in regard to the safe operation of all structures, the availability of water

to satisfy daily water orders, the execution of daily water orders, and the accountability of all water within their division on a daily basis.

8) Ditch Riders shall report misuses, abuses and any misappropriations of District water.
9) The District reserves the right to terminate or delay water deliveries to perform emergency, preventative or necessary maintenance of District infrastructure to ensure safe and efficient water operations.
10) The District reserves the right to terminate or delay water deliveries to Water Users who misuse or waste their allotment, cause damage to District infrastructure or adjacent property owners or their neighbors or fail to maintain their private laterals ditches or control their run-off water.
11) The District reserves the right to enforce Board Policies. Violation of Board Policies may be subject to Board sanctions including but not limited to fines, penalties, and discontinuation of water deliveries.
12) The District's responsibility for water delivery ends at the turnout or sump.

B. Water Allotment

1) The normal irrigation allotment is 2 acre-feet of water per assessed acre depending on water availability. At the beginning of the water season, the Board will establish the water allotment for that season depending on projected water availability. The water allotment maybe adjusted by the Board mid-season as conditions warrant.
2) The District considers all surface water within its boundaries to be GID water. All water delivered or utilized by Water Users on established Farm Units within the District Boundaries will be tracked, measured, and charged against the established water allotment regardless of the source of District water (i.e. canal, pond, drain, return flows, coulees, natural drainages, Muddy Creek, etc.).
3) As a courtesy, the District will attempt to notify Water Users who have used a significant portion of their allotment at least every two weeks of the amount remaining of their allotment. However, the Water User is ultimately responsible for keeping their own records and shall promptly settle any discrepancies concerning District records. Water use records are final as of November 30th of each year and no adjustments will be made thereafter.
4) Water Users who have exceeded their allotment shall be charged for each acre-foot of excess water, or portion thereof, at the rate equal to the annual O&M assessment rate divided by the current water allotment.

C. Water Ordering Procedures

1) Orders for water deliveries, whether turning on, off or making flow adjustments, must be made in accordance with the following conditions:
   a. For proper and consistent documentation of the water orders, water orders must be made only through the District Office staff. At their discretion, Ditch Riders may elect to take orders in the field.
   b. Water orders must be made between the hours of 7:30 AM and 4:00 PM on the second day prior to the intended delivery date. It can take up to 24 hours for water orders to travel down from Pishkun Reservoir. Occasionally, expedited deliveries

may be allowed by the Ditch Rider and Water Master if water is already available in the system. This will be completed in the order requested and based on the parameters of the available water.

c. Water Users desiring to terminate a water delivery shall request such termination between the hours of 7:30 AM and 4:00 PM on the day before such termination is to be executed. Water will be charged to the Farm Unit for a 24-hour period following the termination notice regardless of the actual time of termination.
d. Requests for transfer of water from one delivery point to another within the same Division must be made between the hours of 7:30 AM and 4:00 PM on the day preceding the desired time of transfer.
e. Requests for transfer of water from one Division to another Division must be made between the hours of 7:30 AM and 4:00 PM on the 2nd day prior to the intended transfer date.
f. Water orders may be received by written request via the drop-box at the District office or over the phone with the District staff. If all the phone lines are busy, the water order can be left as a phone message.
g. Written orders and phone orders must be received by 4:00 PM. Any order received after 4:00 PM, whether written or verbal, will be acknowledged as being received on the following day.
h. The District discourages any new water deliveries being made on Sundays. Execution of "off" orders and transfer orders will be performed on Sunday during peak irrigation seasons only.
i. Water Orders must include the following information:
    i. Name of Person Ordering Water
    ii. Farm Unit
    iii. Ditch & Turnout
    iv. Flow Requested or Flow Modification
    v. Date and Time Requested

D. Discount Rate for Early Irrigation

1) The Board may elect to encourage early irrigation during the flood/discount season by reducing measured and recorded usage by one-half of the actual water delivered to Water Users.
2) The discount season is initiated at the beginning of the irrigation season and ends either the day releases from Pishkun Reservoir exceed Gibson Reservoir inflows, or when post-flood season drawdown at Gibson Reservoir begins, or when water rationing occurs within the District. The discount season will not be initiated if the spill at Gibson Reservoir is due to rainfall precipitation only and the snow water content for the Sun River watershed above Gibson Reservoir is negligible.

E. Water Rationing

1) During times of water shortages caused either by a short water supply in the Sun River Basin or any other situation when irrigation demand exceeds the capacity of the District's infrastructure to deliver, the Ditch Rider shall, under the supervision of

the District Water Master, implement a water rationing plan within the Divisions according to the following conditions:

a. Whenever demands within a Division exceed the supply of water apportioned to that Division, rationing shall be conducted to distribute the supply of water evenly throughout the acreage demanding water.
b. Rationing shall occur District-wide when the total water orders exceed the capacity of the Pishkun Reservoir outlet works and SRS Main Canal.
c. Within each Division, Water Users shall be allowed a water ration commensurate with the total number of acres they operate.
d. Water Users shall be allowed to combine and distribute their water ration amongst Farm Units under their immediate control within a single division except where lateral capacity is exceeded and fair distribution of water to Water Users would be jeopardized.
e. Subject to Ditch Rider approval, Water Users may mutually agree to combine and reciprocate their rations with another Water User in the same Division.

F. Excess Water Provisions

1) Excess water is defined as that water used more than the established allotment and may be delivered when available. The charge rate for excess water shall be set by the Board annually. Excess water shall not be delivered if it interferes with delivery of the unused basic allotment remaining to other Water Users, and repayment for use of excess water may be required by the Board before delivery is made.
2) Payment for excess water used over and above the basic allotment shall become due and payable before November 30th of the year in which it was used. After November 30th, the bill shall be delinquent and carry an interest charge of 12% per annum. No water will be delivered to Water Users who are delinquent in payment of excess water.
3) At the end of the irrigation season, a Water User may transfer water amongst any Farm Units they operate, owned and leased, to reduce excess water charges.
4) If the GID Board has determined that no excess water shall be available due to limited supply, Water Users must terminate irrigation once their allotment has been reached. Charges for incidental excess water until shutoff shall be as described above.

G. Livestock Watering and Domestic Uses

1) Livestock watering will be measured and charged against the Water User's allotment. Water will not be diverted specifically for livestock beyond the water season.
2) The District may require landowners to fence livestock out of the rights-of-way if persistent damage to canals, laterals, and drains occurs. The District will not deny landowners access to the canals, laterals, and drains for stock water unless extraordinary maintenance is required. If repairs and/or fencing are required to maintain and control the access of stock to canals, laterals, and drains, then the landowner will be responsible for the related costs.

3) Domestic uses shall include the watering of trees, lawns or the recharging of local groundwater wells. Water will not be delivered solely for domestic uses but shall be considered incidental to the District's use of adjacent ditches and laterals.

5. RIGHTS-OF-WAY AND EASEMENTS

A. General

1) The District holds easements on all canals, laterals and drains in accordance with the 1890 Canals Act which granted unrestrained rights-of-way for conveyance facilities to be exercised by the Bureau of Reclamation.
2) The boundaries of the rights-of-way (ROW) are generally defined as a reasonable distance from the centerline. In general, typical ROW are defined as follows:
   a. For canals:
      i. (0.5B + 3D + W + 10 ft)..... on the O&M road side from canal centerline
      ii. (0.5B + 3D + W + 5 ft)..... on the opposite side from canal centerline
      iii. Where B = bottom width; D = canal depth; and W = top width
   b. For drains:
      i. 50 feet on either side of the drain centerline
3) A greater ROW is warranted where higher cut-slopes and fill-slopes exist.
4) The District may be required to work beyond the normal boundaries during emergencies.
5) All Rights-Of-Ways for operation and maintenance of canals, laterals, and drains of all types shall be operated under conditions for the exclusive use by District personnel and its designated agents.
6) Land owners shall not construct permanent structures, stack materials, park pivots or store equipment within the District's ROW.
7) Interference with O&M activities or encroachment onto the District's ROW shall not be permitted and, if necessary, the District shall reestablish the right-of-way at the expense of the landowner.
8) The District cannot grant permission to third parties to use District rights-of-way for any purpose, unless that purpose is related to the operations or maintenance of the District. Likewise, the landowner cannot grant permission to third parties to use District's rights-of-way.

B. O&M Roads

1) Maintenance of roads is the responsibility of the District and the District will maintain roads to a level necessary to satisfy District operations.
2) O&M roads are not public roads and any unauthorized persons using the roads are traveling at their own risk.
3) Each canal, lateral and open drain shall have a right-of-way sufficient to maintain an O&M road.
4) Water Users shall not park machinery or irrigation equipment on District O&M roads.
5) Water Users shall be responsible for damage caused by their irrigation practices and pivot movements to GID's O&M roads and structures. Repairs shall be made to the

satisfaction of GID or made by GID crews and back charged to the water user.

C. Fences, Gates and Cattle Guards
   1) No fences shall be installed within the District ROWs including main canals, laterals, drains and waste ways without permission from the Board. By special request, temporary gates may be permitted on District ROW.
   2) Fences may be permitted only when sufficient area is left by the landowner for proper operation and maintenance of District infrastructure.
   3) The District shall not be liable for fences installed within the right-of-way, and it shall be the landowner's responsibility to remove the fence at their own expense when requested by the District. The landowner shall be billed for the cost of removal for failure to remove the fence when requested by the District.
   4) Fence gates across the District's O&M roadways shall be sufficient for District equipment and must remain open during the irrigation water season and whenever water is being supplied to Pishkun Reservoir unless other arrangements have been made with the District office.
   5) Cattle guards may be installed with District approval. Cattle guards shall permit a minimum load of 16 tons and must permit a minimum width of 12 feet. The District is not responsible for the maintenance of cattle guards installed by the landowner. A fence gate shall be provided by each cattle guard to permit heavy track equipment or other heavy loads to bypass the cattle guard. Where possible, the gate should be adjacent to the canal and be at least 12 feet wide.

D. Utilities
   1) District distributaries within the County road dedication have prior right-of-way. Any utility constructed on District right-of-way without written consent approved by the Board must assume all costs involved when the District performs operation, maintenance or rehabilitation within the District right-of-way.
   2) All utility crossings of District rights-of-way must have written consent approved by the Board and special-use permits issued by the District or Bureau of Reclamation.

E. Crossings (Bridges, Culverts, Flumes)
   1) Erection of bridges, culverts or flumes within or across the waterways of the District shall be allowed only upon prior, expressed permission from the District, and in accordance with specifications approved by the District.
   2) The District shall be responsible for the construction of crossings necessary to provide reasonable access across all newly constructed or rehabilitated water ways. The ownership and future maintenance of all crossing facilities shall rest with the parties utilizing the facilities regardless of who constructed the facilities.
   3) The District shall participate in the maintenance of crossings to the extent that such crossings are used by District personnel in the operation and maintenance of its project features.

6. GID INFRASTRUCTURE

A. Operations

1) Ditch Riders will adjust the flow rates in a fair and equitable manner according to the water orders, limitations of the infrastructure and rationing criteria.
2) All District facilities, including check structures and farm turnouts, shall be operated solely by District personnel. Ditch Riders, at their discretion, may authorize a Water User or others to assist with operations within their division to facilitate deliveries and to avoid or minimize disruptions in service.
3) It shall be the duty of the Ditch Rider to measure, observe and record accurate daily records of all water diversions, including canals, laterals, waste way spills, and farm deliveries--whether turnouts or pumped extractions.
4) The District's responsibility for control of the irrigation water and any infrastructure maintenance ends at the turnout.
5) The District office shall maintain daily records and shall make records available to Water Users upon request.
6) Ditch Riders will be advised of delinquent accounts, and Water Users must present a taxes-paid receipt to the District office prior to delivery of water.
7) The District reserves the right to shut down or delay deliveries of water to perform emergency or otherwise necessary maintenance of the District facilities to assure safe and efficient water operations.
8) Any District irrigation water utilized by a Water User on non-assessed land or assessed land designated to be dry, whether intentionally or inadvertently, will be grounds for terminating delivery of water to that Water User.
9) District personnel and Water Users shall be conscientious of erosion problems in waste ways and drainage systems which extend to confluences with natural waterways and shall take all reasonable steps to reduce such erosion problems.

B. Structures
1) All modifications to and maintenance of District structures will be performed solely by the District unless otherwise authorized or delegated by the District. Modifications include the addition and/or removal of District structures.
2) The District will operate and maintain District structures at the expense of the District with the following exceptions. If the landowner permits damage from livestock, vegetation, debris, trash, or other destructive farm operations to occur to District structures, the District will invoice the landowner for full reimbursement of maintenance and/or replacement expenses.

C. Farm Turnouts
1) The number of turnouts for a Farm Unit will be that number which existed at the time the Farm Unit was established or amended. This is normally one farm turnout per Farm Unit.
2) On purchased land, turnouts will be those provided at the time of the sale of land.
3) When subdividing Farm Units, the Board may consider a new or changed farm turnout request when the original Farm Unit is divided into parcels of not less than 50 acres. The landowner must pay all costs for a control structure, turnout and measuring device. However, the District will retain title to and maintain ownership of the

structures.

4) On all subdivisions of original Farm Units or reorganized Farm Units, regardless of acreage, it shall be the responsibility of the purchaser and seller of the land to provide rights-of-way across the farm to permit and maintain delivery of water to the subdivided land.
5) The District may authorize special turnouts upon application of landowner. The landowner shall pay for all costs of installing an approved farm turnout, measuring device and any other appurtenances, unless waived by the Board.
6) Change point of delivery. The landowner may be granted permission to change the point of delivery from the original Farm Unit or previously amended Farm Unit to a more convenient point. This amended delivery point will be paid for by the Water User and installed and maintained by the District only if the previous point of delivery has been removed during construction and permanently abandoned.
7) Pumped extractions or sumps situated within District canals, laterals or drains are subject to District approval. The Water User must pay all costs related to the initial installation, subsequent maintenance, and future removal including restoration of District infrastructure. The sump installation will either be completed by District staff or under the supervision and to the satisfaction of District staff. The installation, operation, and inadvertent shut-down of in-line sump pumps shall not infringe upon or impact District operations. The Board will mandate that the Water User implement corrective measures or require complete removal of the sump should operational issues arise. If the sump is located on 3rd-person, private land, the Producer must obtain written permission to access the sump during operation for maintenance, as well as installing the mainline.

D. Measuring Devices

1) All District approved measuring devices for open channel flow, will be maintained by the District.
2) New or amended turnouts will be constructed to include a measuring box for a McCrometer-style flow meter.
3) Existing devices consisting of Cipoletti, V-notch and rectangular weirs, ramp flumes and Parshall flumes shall be kept in good condition to maintain accuracy. Any downstream changes made by the Water User which impact the operation and accuracy of the measurements may warrant the replacement and upgrade of the measuring device. The Water User will be invoiced for the upgrade.
4) If a new measuring device is required due to failure of the existing device and due to no fault of the Water User, the associated costs will be borne by the District.
5) Sprinkler sumps situated outside the ditch and drain shall incorporate an open channel flow measuring device or measuring box as described above. The District may require a sprinkler by-pass to prevent water from returning to the distribution system during power interruptions or sprinkler malfunction and shut-down.
6) Sprinkler sumps located in the ditch or drain shall include a District approved in-line flow meter. With Board approval, the water usage may be approximated using the

manufacturer's water consumption design information based on pumping pressures and the sprinkler package installed. The Water User is required to report any changes made to the sprinkler system which impacts the water consumption rate on file at the District.

E. Run-Off Ditches

1) A run-off ditch shall be defined as a shallow surface drain whose primary purpose is to collect and convey excess irrigation water from one or more Farm Units. The Water Users shall have the responsibility for maintenance of a run-off ditch from their Farm Units until the point where it enters a main drain. This responsibility is the same whether it is a single or multiple farm run-off ditch. For a multiple-farm, run-off ditch, it is the responsibility of all Water Users to maintain the entire length of the run-off ditch.
2) Structures must be maintained by Landowner where surface wastewater is directed into a drain maintained by the District.
3) Because run-off water is not controllable and not a dependable water supply, it will not be permitted to enter directly into a District supply or distribution system without District approval.
4) Failure of Landowner to maintain the run-off ditch or related structures shall be the basis for the Board to withhold delivery of water until the run-off ditch is properly maintained.

F. Open Drains

1) All run-off water entering a constructed drain must have pipe inlets provided by landowner, installed and maintained to District specifications.
2) No sewage connections will be permitted nor drainage from corrals.
3) Livestock watering in drains will be permitted only when banks are stable and can accommodate livestock traffic. Any persistent damage by livestock to unstable drains will not be permitted. Controlled access areas installed to District specifications may be mandated.
4) The District will maintain all drains unless by special arrangement agreed upon by the Board and landowners.
5) The right-of-way shall not be encroached upon by the landowner. The District shall maintain the full rights-of-way for open drains converted to closed drains.
6) A landowner may request that an open drain be closed or altered and is subject to approval of the District. Work will be performed by District crews and may be delegated to others at the District's discretion. The landowner will accept full responsibility for any subsequent seepage or damage to their property as well as any adjacent property. All drain closures are not always 100% effective and the landowner shall accept the risk.
7) Due to the District's inability to control the fluctuation of flows and the occurrence of plugging due to trash and debris, GID will not be responsible for property damage resulting from drain closure including, but not limited to damage to: pumps, well houses, drain fields, and personal property.

G. Closed Drains

1) Maintenance will be performed by the District.
2) Manholes must be maintained as installed, especially those located on an angle point or junction of two drains. Manholes in fields may be lowered upon approval of the District and then only after the fourth irrigation season following installation.
3) No sewage or effluent connections may be made into closed drains.
4) The right-of-way to maintain drains is a permanent right-of-way and maintenance of drains will be conducted to cause the least amount of interference or damage to the landowner.

7. COLLECTIONS AND DELINQUENCIES

A. District Fees

1) The treasurers of Teton County and Cascade County shall collect the annual O&M charges levied against each assessed acre within the District. The annual O&M assessment will be established by the Board, August of each year for the up-coming irrigation season.
2) The District shall collect other charges against Water Users, including excess water fees, fees for equipment, materials, and labor supplied; grazing lease fees; administrative fees associated with small tracts; and other miscellaneous fees.

B. Termination of Water Delivery

1) Notice of intended termination of water delivery.
   a. Initial Notice. A notice of the District's intent to terminate delivery of water for nonpayment of taxes and assessments and other debts due the District shall be delivered to the Water Users and the Landowner whose rights and interests would be affected by termination of water delivery. The initial notice may be given to any Water User or Landowner who is delinquent in payment of taxes and assessments or other debts due the District on December 31st of any year. It is the intent that the initial notice will be issued on or about February 28th.
   b. Final Notice. If no response is received by the District to the Initial Notice sent, the District shall deliver a Final Notice to the person or persons to whom the Initial Notice was sent, such notice being sent no later than March 31st.
   c. Method of Giving Notice. Notices required to be given may be delivered either by personally delivering such notice to the persons entitled to receive it, or in the US Mail, postage prepaid and addressed to each person at their address last known to the District. Delivery of the notice will be deemed to have been made upon its deposit in the U.S. Mails. In the event that the final notice shall be delivered by the U.S. Mails, it shall be sent Certified, Return Receipt Requested.
   d. Content of notice of intended termination of water delivery. The notice required to be sent shall contain the following information:
      i. Identification of the Water User and landowner affected by the proposed termination;
      ii. A listing of the amount due the District for taxes and assessments and each

other debt due the District;

iii. A statement of when the proposed termination of water delivery will take place;

iv. A statement informing the party that they may contest the delinquency or make a claim of inability to pay to the Board at the Board's April regular Board meeting;

v. A copy of the District's policies regarding termination will be attached to each notice delivered or it must be state that the policy is available and will be issued upon request.

2) Response to Termination Notice.
   a. Parties who may respond. Any party who has received a notice of Intended Termination of Water Delivery under may respond to the notice.
   b. Time for response. Any person who desires to respond to the notice from the District shall do so verbally or in writing at least three (3) days before the regular April Board meeting as announced in the Notices of intended termination of water delivery.
3) Contest of Intended Termination of Water Delivery.
   a. Setting of hearing. To permit the Water User and Landowner to contest the intended termination of water delivery, a hearing shall be held at the District office of the District at the April meeting of the Board, which is generally held on the second Tuesday of April.
   b. Hearing. At the hearing, the person or persons affected by the proposed termination of water delivery will, personally or through their agents or attorneys, be permitted to present to the Board all reasons why the delivery of water should not be terminated, or to make arrangements for payment of the delinquent taxes and assessments or other debts due the District acceptable to the Board. At the hearing the District Manager will set forth the specific reasons why the District intends to terminate water delivery, including the amounts in question due to the District, the dates upon which the delinquent taxes and assessments or other debts due the District became due, the amounts paid, if any, toward satisfaction of said amounts, and any prior attempts to make arrangements with the District to pay said sums.
   c. Decision. Upon conclusion of the hearing, the Board may immediately make its decision or take the matter under advisement. Within five (5) days after the date of the hearing, the Board shall issue its decision in writing and shall send said decision to each person who received a Notice of Intended termination of Water Delivery and to any agents or attorneys designated in writing by the recipients of the notice to receive the decision the Board. The Board's decision shall be sent by U.S. Mail, Certified, Return Receipt Requested.
   d. Contest of decision. If any person was entitled to receive Notice of Intended Termination of Water Delivery is dissatisfied with the decision of the Board, that person may contest the decision of the Board to the District Court to the State of

Montana, sitting in any county in which lands affected by the decision of the Board are located. The contest of the decision must be filed with the District Court not later that the 30th day after the date upon which the decision of the Board was mailed, and a copy of said contest served upon the District Manager within the same time period.

e. Stay of action pending contest. If any person who is entitled to receive Notice of Intended Termination of Water Delivery shall make a response to the notice to the District Court, within the time permitted, the District shall not terminate water delivery until the conclusion of these procedures, including contest.

f. Execution of Termination. In the event that the Board determines after hearing, that delivery of water should be terminated and contest of that decision is not filed and served upon the District Manager within the time allowed, then the District Manager may, without further notice, terminate delivery of water as specified in the Notice of Intended Termination of Water Delivery, on the day following the last day for contest of the Board's decision.

4) Arrangements for Payment.

a. Time for making. At any time prior to or during the hearing on the proposed termination of water delivery, any person whose lands or right to water delivery will be affected by the intended termination of water delivery may attempt to make arrangements for payment of the delinquent taxes and assessments or other debts owing the District. If written payment arrangements acceptable to the Board are made, then the proceedings will be terminated, and delivery of water will be continued by the District.

b. Effect. Notice of the making of acceptable payment arrangements and termination of the contest proceedings will be immediately given to all persons who received a Notice of Intended termination of Water delivery in that proceeding. The making of payment arrangements shall constitute an admission by the party making the arrangements that there was no reason that the District should not have terminated delivery of water in accordance with the Notice of Intent to Terminate delivery of Water and an admission that the amount claimed by the District is due and owing.

c. Default in payment arrangements. If payment arrangements have been made pursuant to this rule and the person or persons obligated to make the payments shall fail to comply with the term of the written agreement, the District shall, upon this failure, be entitled to immediately terminate delivery of water without further notice of any nature or kind.

3) Reinstatement of Water Delivery. If delivery of water shall have been terminated under these rules, water delivery may be reinstated upon payment in full of taxes and assessments, penalties, or other debts due the District at the time reinstatement is sought, pertaining to or affecting the land to which water delivery has been terminated.

8. WORK FOR OTHERS

A. District resources may be employed by Water Users to the extent they are available. District activities shall have priority over such private work. Private work will be prioritized according to date first requested. Private work shall be limited to activities directly involving the use of water as permitted under the District's water right, that is, irrigation and stock water uses and work shall be confined to District Boundaries and Right-of-Ways.

B. Equipment rates, labor rates, and cost of materials shall be established by the District and subject to review and adjustment as needed. Administration, engineering and surveying costs will be added to the cost of jobs.

C. The District may require 50% prepayment based on job estimate.

D. The District may provide preliminary estimates of jobs, however actual costs incurred will be billed. Debts are due within 30 days of billing, a service charge of 1.0% per month will be charged all delinquent bills.

E. Certain jobs may be cost-shared up to 25% if a conservation benefit will be realized by the District. The cost-share arrangement must be approved by the Board prior to job commencement. Cost-share jobs will be prioritized according to date first requested.

F. Jobs eligible for cost-share, subject to Board approval, include the following:
   - Subsurface Drainage of Assessed Acres
   - District Waterway Relocations to Improve Farm Layout
   - Lining and Piping of District Laterals
   - Closing of Open Drains
   - Cattleguards on O&M Roads
   - Farm Delivery Improvements to Reduce Checking
   - Gravity Sprinkler Development
   - Other Improvements Which Improve Operations or Conservation
   - Weed Spraying

G. At the discretion of the Manager, District resources may be employed for spraying noxious weeds on private property within the District boundaries. The landowner will compensate the District for the cost of labor, equipment time and chemicals. District weed spraying activities shall have priority over such private work.

H. District resources may be utilized by District staff away from the District office; at home for personal use provided the does not impact District O&M activities. Staff shall not profit from this work and shall be responsible for damage or loss of resources while in their charge.

9. MISCELLANEOUS

A. TITLE 85 - MONTANA CODE ANNOTATED

1) Title 85 of the Montana Code Annotated, as periodically amended by State legislative action, will list appropriate State law which shall further govern District activities unless otherwise and previously delineated, detailed and adopted by the GID Board of Commissioners.

B. AMENDING AND ADOPTING BY-LAWS

1) These By-Laws may be altered, amended or repealed and new By-Laws adopted by a majority of the Commissioners at a meeting calling for that purpose.
2) We, the undersigned, all being of sound mind and all being Commissioners of the Greenfields Irrigation District and its Secretary and Manager, do hereby certify that the above set of By-Laws were duly adopted by a majority vote of all the Commissioners of said Public Corporation at a meeting held on May 14th, 2019..

President

Vice-President

Commissioner

Commissioner

Commissioner

ATTEST

Board Secretary

District Manager