



# 2026 Guidance for Voluntary Agreements Among Groundwater Users from the Harney Basin Groundwater Reservoir

## Purpose of this Guidance

This guidance outlines initial criteria and process to help the Oregon Water Resources Commission (Commission) consider voluntary agreements among groundwater users from the Harney Basin. These criteria are intended to guide the initial voluntary agreements and may change as groundwater users and the Department learn and implement management changes in the basin.

## Goals of Voluntary Agreements

The goals for voluntary agreements are to allow more flexibility for water users in a manner that supports and contributes to limiting the magnitude of declines to the water level trend envelopes defined in OAR 690-512 and achieving dynamically stable water levels by 2058, while accounting for groundwater level response to environmental variability, and incentivizing early voluntary reductions of water use prior to issuance of final orders requiring corrective controls.

## Principles Guiding the Evaluation of Voluntary Agreements

1. Voluntary agreements are a valuable tool for water users to work together to achieve early reductions in groundwater use.
2. Participants in a voluntary agreement may move water among priority dates and among places of use provided that:
  - a. The amount of water to be governed by a voluntary agreement is based on the allotment of water under OAR 690-512; and
  - b. The place of use is a parcel of land that has a valid water right.
3. Success of voluntary agreements will be evaluated starting in 2039 or 6 years after issuance of the final orders by the Commission/Department, following the contested case hearing, that implement corrective control measures, whichever comes last.
4. Success is demonstrated when the magnitude of decline does not exceed the decline in OAR 690-512 and the dynamically stable range described below is achieved by 2058.
5. The relative priority of water rights included in a proposed voluntary agreement will be evaluated by the Department in making its recommendation to the Commission.

## Parties to a Voluntary Agreement

Parties to a voluntary agreement will be holders of valid groundwater permits or certificates.

## Goals/Measuring Success

### A. Silvies, Silver Creek and Lower Blitzen Subareas

The goal of a voluntary agreement in the Silvies, Silver Creek, and Lower Blitzen subareas (as denoted on Exhibit 6 to OAR 690-512-0041) is to implement a schedule for water use reductions that will contribute toward the subarea reaching dynamic stability no later than 2058, with a magnitude of decline that is consistent with anticipated groundwater level

changes identified in OAR 690-512-0080, while accounting for groundwater level response to environmental variability.

Options for achieving the goal include, but are not limited to (neither Option A or B will need to be modeled by the Department):

- A. The agreement demonstrates not less than a 10% reduction in pumpage from estimated 2018 pumpage will be achieved by January 1, 2028;
- B. The agreement implements PTW as defined in OAR 690-512; or
- C. The agreement implements reductions on a schedule that achieves the goals and success criteria identified in this guidance for the subarea.

## **B. Dog Mountain and Crane Subareas**

The goal of a voluntary agreement in the Dog Mountain, Crane, Silvies, Silver Creek, and Lower Blitzen subareas (as denoted on Exhibit 6 to OAR 690-512-0041) is to implement a schedule for water use reductions that will contribute toward the subarea reaching dynamic stability no later than 2058, with a magnitude of decline that is consistent with anticipated groundwater level changes identified in OAR 690-512-0080, while accounting for groundwater level response to environmental variability.

## **C. Terms Applicable to Silvies, Silver Creek, Lower Blitzen, Dog Mountain, and Crane Subareas**

The Department may use the Harney Basin Groundwater Model to evaluate whether the defined schedule for water use reductions in a VA proposal is expected to achieve dynamic stability and remain within the checkpoint envelopes while accounting for groundwater level response to environmental variability to support the Department's recommendation of the voluntary agreement. Dynamic stability means that, no later than 2058, groundwater levels are responding to environmental variability by fluctuating within a 3-inch (plus and minus) range around the target water level trend as described in OAR 690-512-0080(7).

Success of the voluntary agreement at trending toward and meeting the dynamic stability and checkpoint decline magnitude goals will be measured at regular intervals, starting no sooner than 2039 or 6 years after issuance of the final orders by the Commission/Department, following the contested case hearing, that implement corrective control measures in a given subarea, whichever comes last. Thereafter, success will be evaluated in conjunction with the adaptive management checkpoints outlined in OAR 690-512-0080. The Department will evaluate the magnitude of decline at adaptive management checkpoints using the method described in OAR 690-512-0080(2) through (4) using representative wells as defined in the voluntary agreement.

If, at the adaptive management checkpoint, water level trends are not within the adaptive management envelopes in OAR 690-512 Exhibit 14, accounting for environmental variability by allowing a 3-inch (plus and minus) range around the 25<sup>th</sup> percentile and 75<sup>th</sup> percentile at each checkpoint, the parties to the agreement will, in coordination with the Department, modify the agreement prior to the next irrigation season to achieve the goals of OAR 690-512 (accounting for environmental variability). These modifications will be a major amendment to the voluntary agreement requiring Commission approval. If parties to the voluntary agreement do not modify the agreement as needed to achieve water level trends that are tracking within the defined envelope at the adaptive management checkpoints (accounting for environmental variability), the Commission may terminate the agreement pursuant to ORS 537.745.

If, at an adaptive management checkpoint, water level trends are ahead of schedule, taking environmental variability into account, the parties to the agreement may, in coordination with the Department, propose modifications such that less reductions in groundwater pumping are required by the parties to the agreement. These modifications will be a major amendment requiring Commission approval.

## **D. Weaver Springs Subarea**

Water users in the Weaver Springs subarea (as denoted on Exhibit 6 to OAR 690-512-0041) may enter into voluntary agreements to implement the curtailment schedule in OAR 690-512.

## **Groundwater Rights**

Groundwater rights eligible to participate in a voluntary agreement are limited to current, valid water rights.

The following also apply:

- 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 wells listed as a point of appropriation on a valid water right may be included in a voluntary agreement.
- The maximum volume of water used by an individual right participating in the voluntary agreement may not exceed the volume authorized by the right.

A voluntary agreement must be wholly contained within a single subarea boundary as defined in OAR 690-512. For water rights that include authorized points of appropriation in multiple subareas, the Department will determine which subarea contains the majority of those points of appropriation. For the purposes of a voluntary agreement, the water right will be treated as if it is wholly contained within the subarea with the majority of the points of appropriation.

## **Map**

1. A voluntary agreement must include a map depicting all places of use and points of appropriation for the water rights included in the agreement.
2. A voluntary agreement must contain a list of the groundwater rights that provide the basis for water use on all authorized places of use within the geographic scope of the agreement. The list of groundwater rights should also include the current owner and operator of the groundwater right as well as contact information including phone, email, and mailing address. Sensitive personal information may be marked as confidential and include a request that the Department not disclose in accordance with public records laws.

## **Groundwater Use**

### **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 voluntary agreement. A submitted agreement must specify an agreed water use limit, and the total water use by all parties to the agreement may not exceed this value. The maximum agreed water use limit will be the sum of allotted use (duty) of every water right participating in the voluntary agreement. Water use reductions within the voluntary agreement may be implemented over a period of years by reducing the agreed water use

limit. The schedule for water use reductions must be specified in the voluntary agreement and must demonstrate how goals and success criteria will be met. The Department may provide feedback about water use reductions to achieve the goals and success criteria in such a way as to minimize effects on non-parties.

## Rate and Duty

The Department will not recommend termination of an approved voluntary agreement based on the rate of use of water by participants to the agreement, provided that the rate used by participants is consistent with beneficial and efficient use.

## Overuse

“Overuse” means use above the agreed water use limit approved in the voluntary agreement. In the event of overuse, water use under the voluntary agreement shall be reduced by the amount of the overuse in the following irrigation season. If the Department determines that the voluntary agreement parties have not substantially complied with a requirement to reduce the amount of overuse, the Commission may terminate the voluntary agreement.

## Use from Unauthorized Wells

Parties to a voluntary agreement may only withdraw water from wells listed as authorized points of appropriation (POA) 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, and the Department may recommend termination of the agreement consistent with “Agreement Termination”.

## Reporting and Monitoring

### Annual Statement of Place of Use

No later than 30 days before the beginning of the irrigation season, the parties to the voluntary 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 anticipated duty, may not exceed the annual agreed water use limit, except that the parties may document when additional acres will be irrigated due to higher moisture during the irrigation season. If additional acres will be irrigated due to higher moisture the map should be updated to reflect these and resubmitted to the Department.
2. A list of each well to be pumped during the irrigation season.
3. Contact information, including telephone and email address, for owners of every well to be pumped during the irrigation season. Sensitive personal information may be marked as confidential and include a request that the Department not disclose in accordance with public records laws.

### Monitoring

1. All parties to the agreement must maintain functional totalizing flow meters in accordance with OAR 690-512-0110.
2. All parties to the agreement must report water use in accordance with OAR 690-512-0110.
3. Any agreement must include a commitment that Department staff may, with

reasonable notice, enter the property of a party for the purposes of water level measurement, reading and recording flow meters, and ensuring that the flow meters are properly functioning. Information gathered by Department staff about water level measurement and flow meters shall be provided to the parties to the agreement within 2 business days of the site visit.

## Minor Amendments

The following changes to voluntary agreements are considered minor amendments, which do not require Commission approval. The parties will submit the amended agreement to the Department for review and confirmation that the changes meet the criteria of a minor amendment. Upon such confirmation and written execution of the amendment between the parties, the voluntary agreement changes will be binding. The parties may submit an amended agreement to the Department for review and confirmation at any time between the end of the irrigation season and 60 days prior to the beginning of the next irrigation season. The Department's review of the proposed minor amendment will be completed within 30 days of submission.

## PARTY TERMINATION

Voluntary agreements may be amended to remove parties or water rights so long as the Agreed Water Use Limit, including the maximum annual use limit, is modified to reflect the proportional change of the removal.

## PARTY ADDITION

Voluntary agreements may be amended to add parties or water rights so long as the Agreed Water Use Limit, including the maximum annual use limit, is modified to reflect the proportional change of the addition, which shall be based on the allotment of the added party or water right.

## WATER RIGHT TRANSACTIONS

Voluntary agreements must be amended 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, transfers, or splitting of a right.

## Agreement Termination

Voluntary agreements may terminate by agreement of the parties. If parties to the voluntary agreement do not modify the agreement as needed so that water levels are within the envelopes at the adaptive management checkpoints (accounting for environmental variability), the Commission may terminate the agreement pursuant to ORS 537.745. Any agreement approved by the Commission may also expire by the lapse of time as provided in the agreement. Nothing in these guidelines or a voluntary agreement limits the Commission's authority with respect to termination.

## Review and Public Participation

The parties to a proposed voluntary agreement are encouraged to submit a draft to the Department for informal review and feedback. The Department will provide timely feedback on submitted drafts. Once the parties have submitted their final proposed agreement, the

Department will formally review the proposal and propose a recommendation for the Commission. The Department's recommendation will be based on its evaluation of whether the agreement is consistent with these guidelines, including whether the agreement is likely to achieve the goals and success criteria stated above.

The Department will provide the public with an opportunity to review the voluntary agreement, any technical review or analysis conducted by the Department, and the Department's proposed recommendation, and allow for 30 days of public comment time, prior to consideration of the voluntary agreement by the Commission. The Department may propose modifications to the voluntary agreement, including in response to public comment, for the consideration of the parties. The goal is to review and process voluntary agreements, including a Commission decision on agreements, within 180 days of receipt of the final proposed agreement.

## **Tribal Coordination and Consultation**

During its review and prior to finalizing recommendations for a proposed voluntary agreement, the Department will engage with Oregon's federally recognized Tribes, inviting informal coordination and formal government-to-government consultation.