



# APPLICATION

**STATE OF NEBRASKA  
DEPARTMENT OF NATURAL RESOURCES  
APPLICATION FOR A PERMIT TO APPROPRIATE WATER**

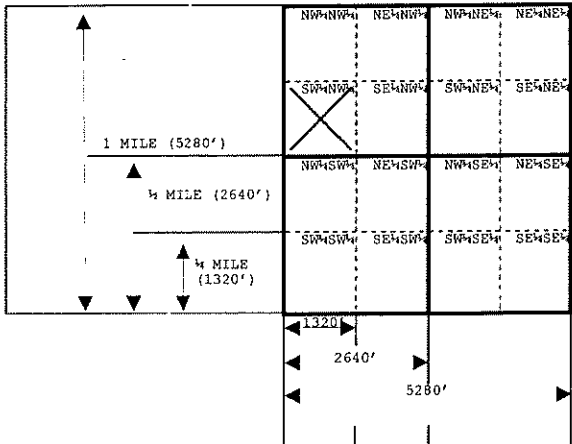
<p>Complete items 1 through 10 by printing in ink or typing the appropriate information and by placing an X in the appropriate box.</p> <p>1. Name and address of owner of land under proposed project. Names must be exactly as described on the deed or document transferring ownership of property. Landowner must sign the application.                  The Central Nebraska Public Power and Irrigation District                  P.O. Box 740, 415 Lincoln Street                  Holdrege, NE 68949-0740</p> <p>E-mail address: _____ Telephone No. (308) 995-8601</p>	For Department Use Only
<p>2. Name, address, and telephone number of applicant if different than landowner.</p> <p>E-mail address: _____ Telephone No. ( ) _____</p>	<p>Filed in the office of the Department of                  Natural Resources at _____ a.m./p.m.                  on _____                  Application No. _____                  Map No. _____                  Water Division _____                  Receipt No. _____ Amount _____                  Right ID _____</p>

<p>3a. A permit is sought to:</p> <p><input checked="" type="checkbox"/> Use natural flow      <input type="checkbox"/> Use impounded water*</p>	<p>3b. A permit is sought for the purpose of:</p> <p><input type="checkbox"/> Irrigation      <input type="checkbox"/> Manufacturing      <input type="checkbox"/> Domestic  <input type="checkbox"/> Other _____  <input checked="" type="checkbox"/> Temporary** Groundwater Recharge</p>
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<p>4a. Identify the source of water (name of stream or reservoir).</p> <p>Platte River</p>	<p>4b. If applicable, identify the facility name for transporting water from the source (portable pump, name of canal or pipeline).</p> <p>Tri-County Supply Canal -E65 Canal</p>
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5. Identify the location of the  Headgate       Pump

Section 8 \_\_\_\_\_, Township 13 \_\_\_\_\_ North, Range 29 \_\_\_\_\_ E  W  County Lincoln \_\_\_\_\_



The box at left represents one square mile (section). Place an X within each appropriate 40-acre tract to indicate the location(s) of each headgate or pump.

If applicable, indicate the height, in feet, of any diversion or check dams on the line below.

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\* A separate permit to impound water must be obtained.  
 \*\* A temporary permit maybe granted for a maximum of one year.

## CNPPID's Intentions

### Temporary Permit to Appropriate Water for Groundwater Recharge on the E65 Canal, Elwood Reservoir, Cottonwood Waterfowl Production Area, Linder Waterfowl Production Area, and Victor Lakes Waterfowl Production Area in Gosper and Phelps Counties

The applicant, The Central Nebraska Public Power and Irrigation District (CNPPID) intends to divert Platte River flows in excess of the U.S. Fish and Wildlife Service's Target Flows (target flows) and state protected flows (as defined in the Nebraska New Depletions Plan) for the purpose of groundwater recharge, on the E65 Canal, Elwood Reservoir, Cottonwood Waterfowl Production Area (WPA), Linder WPA, and Victor Lakes WPA, for the Platte River Recovery Implementation Program (PRRIP), the Nebraska Department of Natural Resources (Department) and the Tri-Basin Natural Resources District (TBNRD).

Only at those times when flow in the Platte River exceeds the quantity necessary to satisfy target flows and state protected flows would diversion occur. Included with CNPPID's Petition For Leave is the Platte River Hydraulic Analysis showing that CNPPID expects unappropriated flows in the Platte River.

The hydraulic analysis and description of excess flows or unappropriated water in the Platte River is based on an assumption that, because of the Platte River Recovery Implementation Program, any new appropriations to Platte River water may be limited to only being able to divert water in excess of U.S. Fish and Wildlife Service's "Target Flows." CNPPID is unaware of any formalization of a requirement to protect Target Flows in the seeking or granting of new appropriations. Therefore, CNPPID wants to clarify that this petition requests the next available water in the Platte River based on priority and submission date and that any limitations regarding Target Flows would be those requirements that may be shared by all future appropriations, or as otherwise may be required as a matter of law.

Diversion for groundwater recharge into CNPPID's E65 Canal would not exceed 350 cfs. The proposed area of groundwater recharge will be the E65 Canal, Elwood Reservoir, Cottonwood WPA, Linder WPA, and Victor Lakes WPA, as shown on the attached map (Map 2).



# REPORT

**REPORT TO ACCOMPANY**

**THE**

**APPLICATION FOR A TEMPORARY PERMIT  
TO APPROPRIATE WATER FOR GROUNDWATER RECHARGE  
ON THE E65 CANAL, ELWOOD RESERVOIR, COTTONWOOD  
WATERFOWL PRODUCTION AREA, LINDER WATERFOWL  
PRODUCTION AREA, AND VICTOR LAKES WATERFOWL  
PRODUCTION AREA IN GOSPER AND PHELPS COUNTIES**

**August 2017**

SUBMITTED BY

THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT

TO

STATE OF NEBRASKA

DEPARTMENT OF NATURAL RESOURCES

THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT  
 REPORT TO ACCOMPANY  
 THE  
 APPLICATION FOR A TEMPORARY PERMIT  
 TO APPROPRIATE WATER FOR GROUNDWATER RECHARGE  
 ON THE E65 CANAL, ELWOOD RESERVOIR, COTTONWOOD WPA, LINDER WPA,  
 AND VICTOR LAKES WPA IN GOSPER AND PHELPS COUNTIES

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**EXHIBITS**

Exhibit 1 The CD contains the following documents and data:

- (1) Cover Letter
- (2) Petition for Leave Form
- (3) Application for a Permit to Appropriate Water Form
- (4) CNPPID’s Intentions
- (5) Report to Accompany the Application for a Temporary Permit to Appropriate Water for Groundwater Recharge on the E65 Canal, Elwood Reservoir, Cottonwood Waterfowl Production Area (WPA), Linder WPA, and Victor Lakes WPA in Gosper and Phelps Counties
- (6) Platte River Hydraulic Analysis Summary Document (See Exhibit 2 for the printed document.)
- (7) Spreadsheet of Platte River Hydraulic Analysis of Flows in the Platte River

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- Exhibit 2 A summary of the Platte River Hydraulic Analysis of Flows in the Platte River and associated spreadsheet. The data analysis is on the CD in Exhibit 1.
- Exhibit 3 Water Service Agreements between CNPPID, PRRIP, the Nebraska Department of Natural Resources, and Tri-Basin Natural Resources District.

### MAPS

- Map 1 CNPPID - SUPPLY CANAL AND LAKES  
LINCOLN, DAWSON AND GOSPER COUNTIES  
Drawing No. SC-LAKES1  
Date: 11/19/98
- Map 2 PLATTE RIVER EXCESS FLOWS FOR RECHARGE  
IN E65 CANAL AND ELWOOD RESERVOIR, VICTOR,  
LINDER & COTTONWOOD WPA'S  
IN GOSPER & PHELPS COUNTY, NEBRASKA  
Drawing No. RCHG\_WPAs\_2017  
Date: 8/14/2017



# THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT

## REPORT TO ACCOMPANY

### THE APPLICATION FOR A TEMPORARY PERMIT TO APPROPRIATE WATER FOR GROUNDWATER RECHARGE ON THE E65 CANAL, ELWOOD RESERVOIR, COTTONWOOD WPA, LINDER WPA, AND VICTOR LAKES WPA IN GOSPER AND PHELPS COUNTIES

#### **Project Description**

Parties in the Platte River Basin are in need of projects that can retime excess flows in the Platte River or develop offsets for streamflow depletions. Studies have shown that recharge projects may be able to retime flows in the Platte River for beneficial uses. CNPPID has existing facilities (canals) that can accomplish these needs. This application requests a temporary water appropriation for diverting water for the purpose of groundwater recharge on the E65 Canal, Elwood Reservoir, Cottonwood Waterfowl Production Area (WPA), Linder WPA, and Victor Lakes WPA in the non-irrigation season for the Platte River Recovery Implementation Program (PRRIP), the Nebraska Department of Natural Resources (Department) and the Tri-Basin Natural Resources District (TBNRD)<sup>1</sup>. The project will use Platte River flows in excess of the U.S. Fish and Wildlife Service's Target Flows<sup>2</sup> and state protected flows (as defined in the Nebraska New Depletions Plan). A Platte River Hydraulic Analysis summary, which shows the availability of excess flows, and an analysis showing Supply Canal diversions are included in Exhibit 2 and in this Report with the data analysis included on the CD in Exhibit 1.

CNPPID will divert surface water from the Platte River at CNPPID's Diversion Dam, near North Platte, Nebraska, through the Supply Canal into the E65 Canal for the purpose of groundwater recharge. Excess flows will be recharged on the E65 Canal and diverted from the E65 Canal into Elwood Reservoir, Cottonwood WPA, Linder WPA, and Victor Lakes WPA for the purpose of groundwater recharge. Because CNPPID already utilizes these same facilities for diversion under other more senior appropriations for hydropower production, no additional water would be diverted from the Platte River at the point of diversion under this appropriation. However, under this appropriation the water so diverted would then be further diverted into the E65 Canal, rather than being returned to the Platte River at the Johnson No. 2 River Return (J2 Return), so long as excess water is available.

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<sup>1</sup> Agreements between CNPPID, PRRIP, Department, and TBNRD are included in Exhibit 3 to this Report.

<sup>2</sup> Taken from the Nebraska Depletions Plan, Platte River Recovery Implementation Program, Attachment 5, Section 8, December 7, 2005, pg 4.

## **Temporary Application**

CNPPID would like to take advantage of available excess flows in the Platte River and seek a temporary water right permit for the purpose of groundwater recharge for the PRRIP, the Department, and the TBNRD. This temporary permit request is for one year from the date that the request may be granted by the Department. The hydraulic analysis (Exhibit 2) shows that the Platte River will most likely produce flows in excess of instream flow rights and the U.S. Fish and Wildlife Service's (FWS) target flows in the non-irrigation season. This temporary right would enable CNPPID to divert those excess flows for groundwater recharge on the E65 Canal, Elwood Reservoir, Cottonwood WPA, Linder WPA, and Victor Lakes WPA.

## **Project Facilities**

CNPPID's Diversion Dam is located just below the confluence of the North Platte River and the South Platte River, approximately 50 miles downstream from Kingsley Dam. The Diversion Dam near North Platte is a combination concrete ogee spillway and radial gate structure extending 874 feet across the Platte River. The Diversion Dam diverts the natural streamflow of the North Platte River and the South Platte River and storage water releases from Lake McConaughy into the headgates of CNPPID's 75.5-mile-long Supply Canal.

The Supply Canal has a capacity of 2,250 cfs and extends from the Diversion Dam to the J2 Return, located south and east of Lexington. The Supply Canal diverts water on a year-round basis and furnishes water for CNPPID's three hydroelectric generating power plants and the cooling water for Nebraska Public Power District's Canaday Steam Plant. Jeffrey Reservoir and Johnson Reservoir are located along the Supply Canal and serve as regulating reservoirs. The Diversion Dam and Supply Canal are shown on Map 1.

The E65 Canal diverts water from the Supply Canal just above the Johnson Lake inlet structure and consists of a main canal, distribution laterals, and buried pipelines. It supplies water to Elwood Reservoir in the non-irrigation season and provides water to land in Gosper and Phelps Counties during the irrigation season.

## **Platte River Diversion Operations and Data – Non-Irrigation Season**

CNPPID holds permits to divert natural flow and storage water from the Platte River into the Supply Canal for the purposes of irrigation, power production and instream flows for fish and wildlife. CNPPID normally diverts all water that is available at the Diversion Dam into the Supply Canal up to a 2,250 cfs capacity and all remaining water is passed downstream of the Diversion Dam into the Platte River. Tables 1 and 2 show historic non-irrigation season (September through March) diversions into the Supply Canal and flows passing the Diversion Dam.

Table 1 Non-Irrigation Season Supply Canal Diversions

Supply Canal Diversion, af							
Water Year	October	November	December	January	February	March	September
1991	42163	39757	41190	53640	72320	63478	65362
1992	52345	55492	58890	67370	85830	125167	74407
1993	54445	54967	69510	79380	81760	129999	77575
1994	104828	88982	102450	96970	91010	90741	53499
1995	61861	52103	60980	63060	56970	61772	129503
1996	131308	120617	92480	91140	99300	117356	130078
1997	116471	123731	100620	94460	109520	133351	131328
1998	135057	126349	131060	122370	122260	132180	129999
1999	134541	126944	108240	107130	115580	126646	131109
2000	134957	129899	131260	133811	125845	130832	70135
2001	61479	63325	56212	75908	76594	72552	71356
2002	42768	45160	64780	61810	53970	61389	42318
2003	40926	39267	38330	39320	35550	40473	31968
2004	19895	19418	21166	24234	28398	30984	31930
2005	21033	25268	27648	29094	26175	29725	25446
2006	27590	25052	30626	32806	27000	36790	23836
2007	28503	26807	28934	28779	35585	42923	24413
2008	27882	26317	28853	34557	33283	32367	29570
2009	42471	32034	27532	36086	32490	32158	48867
2010	69282	79872	57991	79266	55678	91164	130820
2011	134805	128795	118111	91826	93161	132970	131367
2012	134785	127460	120617	112996	120004	105596	57089

Table 2 Non-Irrigation Season Flow Passing Tri-County Diversion

Flows Passing the Tri-County Diversion Dam, af							
Water Year	October	November	December	January	February	March	September
1991	0	0	7570	3460	3830	0	0
1992	0	0	3490	3250	3690	0	0
1993	0	0	3380	14160	6890	0	0
1994	0	0	3050	9230	6430	0	0
1995	0	0	2960	3760	3100	3490	39770
1996	19900	6170	4530	9440	16560	13654	94210
1997	35910	6090	13290	13490	5070	21040	57370
1998	70260	76150	63080	70930	48770	77170	75313
1999	4245	5312	16410	45220	0	0	145061
2000	83134	39599	42050	51972	43603	25813	0
2001	10	0	0	0	0	0	0
2002	0	0	0	244	0	0	103
2003	0	0	6	0	0	6	0
2004	0	516	0	0	0	0	0
2005	0	0	0	0	0	0	0
2006	0	0	0	0	0	0	0
2007	0	0	0	0	0	0	0
2008	0	0	0	0	0	0	0
2009	0	0	0	0	0	0	0
2010	0	0	1259	2153	1002	175	26843
2011	13248	6817	9303	10336	14870	92034	167891
2012	96118	25046	38890	42921	27267	6581	0



Winter diversions into the Supply Canal are typically for power production uses. If the Environmental Account Manager wishes to release Environmental Account water in the non-irrigation season, CNPPID would also divert that water if possible into the Supply Canal. Water only passes the Tri-County Diversion Dam if the Supply Canal is diverting at capacity, icing or maintenance issues exist along the Supply Canal, or if CNPPID is in an agreement with another agency to intentionally bypass water past the Supply Canal. The temporary permit request will not change any of CNPPID's historic or future diversion operations. CNPPID will continue to divert all flows possible and pass any remaining flows down the Platte River.

### **Proposed E65 Canal Operations**

CNPPID intends to divert excess water into E65 Canal for the purpose of groundwater recharge on the E65 Canal, Elwood Reservoir, Cottonwood WPA, Linder WPA, and Victor Lakes WPA. The proposed areas of recharge are shaded on the attached map (Map 2). All flows diverted for groundwater recharge will be measured by a Parshall Flume at Milepost 2.8 (MP 2.8) on the E65 Canal. The recharge operations could occur year round if no problems are encountered with canal operations or elevated groundwater levels. Water diverted into Elwood Reservoir under this appropriation may be released into the E65 Canal at a later date for the same groundwater recharge purpose by the TBNRD and/or Department.

### **Rate of Diversions**

The E65 Canal capacity is 370 cfs, but for the purpose of groundwater recharge, diversions shall not exceed a peak flow of 350 cfs. Flows of up to 350 cfs will be diverted to fill the canal sections, and then reduced to match pumping and seepage loss demands in the canal, Elwood Reservoir, Cottonwood WPA, Linder WPA, and Victor Lakes WPA.

### **Reduction of J2 Return Flows**

CNPPID diverts water through its Supply Canal for hydropower production. Diverting surface water for groundwater recharge only slightly modifies the operations of CNPPID's system, primarily reducing the amount of water returned to the Platte River at the J2 Return.

CNPPID is requesting to divert excess flows into the E65 Canal in this temporary permit request. Excess flows are flows in the Platte River that are in excess of target flow requirements established by the U.S. Fish and Wildlife Service (FWS) for the PRRIP and in excess of that needed by existing surface water appropriations. A hydraulic analysis is included in this packet (Exhibit 2) that illustrates that excess flows at the J2 Return are present. The Department also has published a report, "Evaluation of Historic Platte River Streamflow in Excess of State Protected Flows and Target Flows", which also shows the presence of excess flows at the J2 Return. Since the permit accompanying this temporary request is only requesting to divert

into the E65 Canal at times when excess flows are present and diversions are not to exceed the amount of excess flows present at any given time, any depletion to J2 Return flows during times of diversion under this temporary permit would not cause harm to any existing surface water appropriations or target flows.

### **Expected Benefits**

The permit associated with this temporary request is for the diversion of natural flow into the E65 Canal for the purpose of groundwater recharge on the E65 Canal, Elwood Reservoir, Cottonwood WPA, Linder WPA, and Victor Lakes WPA for the PRRIP, the Department and the TBNRD. Expected benefits of these diversions are to help reduce the shortages to FWS target flows and assist local Natural Resources Districts and the State of Nebraska in offsetting the impacts of some of the uses which have occurred subsequent to 1997, as required by the PRRIP and LB962.

The PRRIP was developed on January 1, 2007, by the governors of Nebraska, Colorado and Wyoming and the U.S. Secretary of the Interior to provide defined benefits for four threatened or endangered species using the Platte River Basin. LB 962 was adopted by the Nebraska Legislature in 2004 calling for the management, conservation, and beneficial use of hydrologically connected ground water and surface water. LB 962 requires the development of integrated management plans and offsets for streamflow depletions caused by post July 1, 1997, uses with additional offsets that may be needed to return overappropriated basins to fully appropriated conditions.

EXHIBIT 1

# Platte River Hydraulic Analysis

The Central Nebraska Public Power and Irrigation District (CNPPID) analyzed Platte River flows at Grand Island, North Bend and Louisville over a nineteen-year period (1996-2014) to illustrate the availability of unappropriated water in the Platte River. CNPPID identified the U.S. Fish and Wildlife Service's Target Flows and state protected flows (as defined in the Nebraska New Depletions Plan) as flow requirements that must be exceeded prior to distinguishing unappropriated water. These flow requirements vary throughout the year with the target flows differing for type of year (wet, average, and dry) also.

For the purpose of this hydraulic analysis, CNPPID analyzed the flows in the Platte River that exceed the higher of the "wet" condition daily target flows and instream flow appropriations (such as, Central Platte Natural Resource District's appropriations (A-17004 through A-17009), and Nebraska Game and Parks Commission's appropriations (A-17329 through A-17332)). This analysis conservatively quantifies the amount of excess water available at Grand Island because of the use of the "wet" target flow criteria. Actual conditions for most of, if not all of, the drought cycle were classified as "dry" conditions, therefore the target flows would have been lower and more unappropriated water was in the Platte River than shown in this analysis. CNPPID acknowledges that the state protected flows include Water Action Plans that may utilize some of the unappropriated water in the Platte River, but due to the uncertainty of the projects and required flows, they were not included in this analysis.

The analysis consists of nineteen years of data, 1996 through 2014, to cover a time frame that represents wet, average and dry years. The attached Platte River Hydraulic Analysis Summary shows the number of days that the Grand Island, North Bend and Louisville river flow exceeds the requirements, the annual amount of unappropriated water at each location, and the annual amount of unappropriated water available at CNPPID's J2 Return for the past nineteen-year period.

The analysis shows unappropriated water in the Platte River for all but one year at Grand Island and every year at North Bend and Louisville. It is evident that the limiting factor for available unappropriated water at the J2 Return is the flow requirements and flow conditions at Grand Island. There seems to be around one-third of the amount of unappropriated water at Grand Island as there is at North Bend and Louisville over the analyzed period.



Days of Excess at Grand Island (Using FWS "Wet" Target Flows, NGPC and CPNRD rights)

Days of Excess Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
1996	24	7	8	2	14	17	27	30	29	20	18	31	227
1997	31	10	7	16	10	17	10	22	29	28	30	31	241
1998	31	18	12	30	20	15	11	18	30	0	30	31	246
1999	31	14	5	13	21	30	15	27	30	31	30	31	278
2000	31	15	15	17	9	7	8	1	0	0	12	10	125
2001	28	4	7	3	13	0	4	6	13	0	4	29	111
2002	26	0	4	0	0	0	0	0	0	0	0	0	30
2003	1	0	0	0	0	0	0	0	0	0	0	1	2
2004	0	0	0	0	0	0	0	0	0	0	0	0	0
2005	0	0	0	0	6	5	0	0	0	0	0	0	11
2006	0	0	0	0	0	0	0	0	0	0	0	3	3
2007	1	7	0	6	5	7	11	13	0	0	0	0	50
2008	0	0	0	0	13	18	11	2	0	4	15	2	65
2009	7	2	0	4	0	10	5	0	0	2	21	25	76
2010	30	4	14	0	12	18	31	27	24	0	15	31	206
2011	28	8	22	30	29	30	31	31	30	31	30	31	331
2012	31	14	6	0	0	0	0	0	0	0	0	0	51
2013	9	0	0	7	0	0	0	0	5	19	10	2	52
2014	0	0	2	0	0	20	5	4	2	0	0	25	58
<b>Grand Total</b>	<b>309</b>	<b>103</b>	<b>102</b>	<b>128</b>	<b>152</b>	<b>194</b>	<b>169</b>	<b>181</b>	<b>192</b>	<b>135</b>	<b>215</b>	<b>283</b>	<b>2163</b>

Days of Excess at North Bend (Using NGPC instream flow rights)

Days of Excess Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
1996	26	29	31	30	31	30	31	31	30	31	30	24	354
1997	31	28	31	30	31	30	20	22	30	31	30	31	345
1998	24	28	30	30	31	30	31	31	30	31	30	31	357
1999	31	28	31	30	31	30	31	30	30	31	30	31	364
2000	31	29	31	30	31	30	28	16	25	31	30	25	337
2001	31	28	31	30	31	28	20	18	29	31	30	26	333
2002	30	21	25	30	31	24	0	3	11	30	29	28	262
2003	14	25	31	30	31	30	7	0	11	26	30	16	251
2004	0	13	31	30	26	30	22	5	13	30	30	26	256
2005	15	28	31	30	31	30	10	12	13	28	27	24	279
2006	31	24	31	30	12	6	0	8	25	31	29	25	252
2007	20	28	31	30	31	30	27	31	30	31	30	31	350
2008	31	29	31	30	31	30	31	17	17	29	30	22	328
2009	31	28	31	30	31	30	31	31	30	31	30	31	365
2010	29	28	31	30	31	30	31	31	30	31	30	31	363
2011	31	28	31	30	31	30	31	31	30	31	30	31	365
2012	31	29	31	30	31	13	0	0	11	28	16	4	220
2013	27	25	31	30	31	30	5	29	3	31	30	4	276
2014	0	0	19	30	31	30	27	22	30	31	11	0	231
<b>Grand Total</b>	<b>464</b>	<b>476</b>	<b>570</b>	<b>570</b>	<b>565</b>	<b>521</b>	<b>383</b>	<b>368</b>	<b>417</b>	<b>557</b>	<b>544</b>	<b>453</b>	<b>5888</b>

Days of Excess at Louisville (Using NGPC Instream flow rights)

Days of Excess Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
1996	22	26	31	30	31	30	31	31	30	31	30	25	348
1997	31	28	31	30	31	30	23	20	30	31	30	31	346
1998	31	28	31	30	31	30	31	31	30	31	30	30	364
1999	31	28	31	30	31	30	31	31	30	31	30	31	365
2000	31	29	31	30	31	30	30	5	1	17	30	28	293
2001	31	28	31	30	31	29	24	10	24	31	30	24	323
2002	31	19	25	30	31	13	0	5	2	12	25	18	211
2003	13	15	29	30	31	30	11	0	5	0	4	11	179
2004	3	14	31	28	17	30	22	0	9	4	30	18	206
2005	18	28	31	30	31	30	10	2	0	0	11	23	214
2006	31	22	31	30	13	3	0	3	21	19	19	20	212
2007	22	28	31	30	31	30	20	31	30	31	30	31	345
2008	31	29	31	30	31	30	31	28	28	31	30	25	355
2009	31	28	31	30	31	30	31	31	30	31	30	31	365
2010	31	28	31	30	31	30	31	31	30	31	30	31	365
2011	31	28	31	30	31	30	31	31	30	31	30	31	365
2012	31	29	31	30	31	20	0	0	0	0	12	15	199
2013	21	18	31	30	31	30	4	21	0	31	29	4	250
2014	0	0	18	30	31	30	27	21	30	31	12	0	230
<b>Grand Total</b>	<b>471</b>	<b>453</b>	<b>568</b>	<b>568</b>	<b>557</b>	<b>515</b>	<b>388</b>	<b>332</b>	<b>360</b>	<b>424</b>	<b>472</b>	<b>427</b>	<b>5535</b>

Amount of Excess at Grand Island, af

Amount of Excess Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
1996	20033	6942	5891	60	28582	41296	27511	61211	115281	36873	51075	51730	446486
1997	47068	4364	7359	5236	8093	166138	44054	75552	68431	52226	101972	139619	720110
1998	162131	62044	41634	124147	50599	18784	14975	41158	25131	0	62282	64008	666892
1999	93026	18090	1924	6665	150726	193570	93661	135830	122164	49111	73647	115717	1054131
2000	125992	35425	22671	4126	11286	8727	9759	40	0	0	4146	6784	228955
2001	31438	1507	4146	1944	15769	0	2321	3372	14202	0	1408	17792	93899
2002	21640	0	793	0	0	0	0	0	0	0	0	0	22433
2003	198	0	0	0	0	0	0	0	0	0	0	99	298
2004	0	0	0	0	0	0	0	0	0	0	0	0	0
2005	0	0	0	0	26896	4582	0	0	0	0	0	0	31478
2006	0	0	0	0	0	0	0	0	0	0	0	575	575
2007	417	16126	0	21005	3293	5435	5812	11346	0	0	0	0	63432
2008	0	0	0	0	66943	67360	21640	377	0	8271	15908	655	181153
2009	2063	853	0	5217	0	21243	2856	0	0	635	27333	16800	76999
2010	43240	2817	24357	0	26896	178297	92887	30189	34077	0	43240	81324	557324
2011	65297	4304	63333	118455	136286	309386	314742	192300	203467	99869	82454	111374	1701268
2012	107109	20549	3213	0	0	0	0	0	0	0	0	0	130871
2013	1884	0	0	8351	0	0	0	0	55895	78983	3749	496	149358
2014	0	0	198	0	0	80391	4364	3471	258	0	0	46573	135255
<b>Grand Total</b>	<b>721538</b>	<b>173021</b>	<b>175520</b>	<b>295204</b>	<b>525370</b>	<b>1095209</b>	<b>634581</b>	<b>554844</b>	<b>638905</b>	<b>325968</b>	<b>467213</b>	<b>653543</b>	<b>6260918</b>



Amount of Excess at North Bend, af

Amount of Excess													Grand Total
	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
1996	57918	173358	196862	184009	289492	384125	101456	273267	286814	250397	224671	219296	2641665
1997	147176	400469	286933	292348	203210	330292	106633	135136	167983	262001	316368	282946	2931494
1998	254880	334240	304705	520074	234152	412965	132200	145589	113298	205828	302603	194879	3155411
1999	206681	262794	276004	394955	503551	834399	316289	222787	204102	231950	253293	222231	3929036
2000	230205	200294	247481	207891	150548	99651	77773	15709	18506	95069	146362	58136	1547626
2001	91836	90249	290702	370756	312163	76722	20847	23782	74262	110778	88028	98263	1648388
2002	42447	54546	133946	124941	72299	42368	0	4066	6922	46057	64523	62123	654238
2003	19141	54050	128570	116788	206224	66943	7160	0	13944	20807	67518	26143	727290
2004	0	102468	165146	51869	79459	89555	83148	754	32886	34632	81363	54824	776104
2005	18209	137992	115777	138746	180875	256308	9600	11603	6109	21819	30744	149020	1076802
2006	96834	63492	108914	115995	14400	3134	0	9957	67856	49409	38658	56153	624803
2007	38182	266900	213206	279297	307145	301333	41336	176928	68609	176730	84914	112881	2067462
2008	109271	197775	187520	169926	422327	601972	130772	24417	16562	202496	134005	70831	2267874
2009	150369	199064	141047	159216	102130	219117	76365	95109	80649	157054	230185	96696	1707000
2010	69700	146442	407867	175203	182422	1187779	421097	140789	145847	161576	148961	137655	3325338
2011	195573	242384	338464	357466	460787	628789	462354	295859	222965	351635	260434	226694	4043404
2012	206760	262457	266106	210945	137179	33343	0	0	0	16840	59703	43597	1236930
2013	70890	121549	184466	203527	167070	111651	5098	47902	15412	362524	146660	16899	1453648
2014	0	0	150627	131863	98144	380118	123314	87740	168836	211818	57145	0	1409604
<b>Grand Total</b>	<b>2006072</b>	<b>3310521</b>	<b>4144345</b>	<b>4205813</b>	<b>4123577</b>	<b>6060564</b>	<b>2115442</b>	<b>1711394</b>	<b>1711562</b>	<b>2969419</b>	<b>2736139</b>	<b>2129267</b>	<b>37224116</b>

Amount of Excess at Louisville, af

Amount of Excess													Grand Total
	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
1996	143348	379999	305221	276381	711600	887676	170859	638389	325572	305201	271581	209517	4625343
1997	215011	567876	463841	417685	342729	482229	202456	120954	243217	329479	342709	342074	4070261
1998	473918	424866	543122	924509	485144	930480	373592	296950	75135	221517	404356	192042	5345632
1999	205689	367721	371867	785605	967750	1188117	533462	343007	223322	212195	227031	254880	5680645
2000	284950	310398	282411	210767	152908	183295	158541	7934	397	34691	132081	55320	1813693
2001	169193	119407	591718	580570	641920	202218	52880	12774	84636	57978	64642	97271	2675206
2002	91439	50976	236056	154455	145867	76087	0	26797	1408	15689	20252	31657	850683
2003	15471	28166	136465	134323	381249	141503	22513	0	18823	0	4027	5415	887953
2004	2579	229094	282609	50222	211322	155665	125496	0	18863	1051	54844	29336	1161081
2005	32073	166931	108676	251349	309228	430558	21680	555	0	0	3888	124822	1449760
2006	117602	50778	110620	249663	29316	3213	0	4760	118712	15273	16205	61786	777929
2007	116729	563929	453726	498394	620419	550620	26242	378392	148743	485105	243812	194641	4280750
2008	214714	338564	434347	382240	804032	1478303	358994	48239	67518	423299	383054	192459	5125761
2009	422763	519538	329975	311727	183573	497224	175540	164690	179646	266206	356455	119724	3527060
2010	95010	163956	1013211	297942	320474	2821489	749485	308553	261941	223124	259481	229511	6744178
2011	319879	452655	494070	597232	755495	1009602	775350	371291	261961	321168	288520	265888	5913111
2012	248890	294689	331046	277948	234390	62123	0	0	0	0	4979	19895	1473959
2013	39591	89793	160148	228618	236076	199719	6665	23643	0	366412	149318	25270	1525252
2014	0	0	144200	168300	226536	862168	253352	198925	311786	251032	51511	0	2467811
<b>Grand Total</b>	<b>3208847</b>	<b>5119334</b>	<b>6793329</b>	<b>6797931</b>	<b>7760027</b>	<b>12162286</b>	<b>4007106</b>	<b>2945855</b>	<b>2341680</b>	<b>3529420</b>	<b>3278745</b>	<b>2451507</b>	<b>60396068</b>



Excess available at J2 on days of Excess at Grand Island, af

Excess available at J2 Return													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
1996	20033	6942	5891	60	24734	31115	26515	53257	74857	35961	46037	51730	377133
1997	43530	4364	7359	5236	8093	23584	922	39868	62189	51087	83966	111506	441704
1998	92356	54407	33700	88702	41747	16019	13083	34008	25069	0	62282	64008	525380
1999	76771	18090	1924	6665	44981	79260	20583	63049	80158	47452	71503	108385	618819
2000	113182	33366	21303	4126	9750	7815	9193	40	0	0	3466	5990	208231
2001	31438	1507	4146	1944	15327	0	2321	3372	14202	0	1210	17792	93259
2002	21640	0	793	0	0	0	0	0	0	0	0	0	22433
2003	198	0	0	0	0	0	0	0	0	0	0	0	198
2004	0	0	0	0	0	0	0	0	0	0	0	0	0
2005	0	0	0	0	2633	4582	0	0	0	0	0	0	7215
2006	0	0	0	0	0	0	0	0	0	0	0	0	0
2007	0	8648	0	8538	1764	4472	5743	7685	0	0	0	0	36849
2008	0	0	0	0	5242	3852	7654	0	0	595	11921	0	29263
2009	1289	0	0	2663	0	18215	2856	0	0	0	26865	16800	68689
2010	41181	2817	17015	-559	20876	48286	61817	30025	34077	0	43240	79167	377942
2011	58465	4304	50598	93417	65896	79904	55627	59383	97319	85194	76679	95720	822507
2012	91378	20549	3213	0	0	0	0	0	0	0	0	0	115140
2013	1884	0	0	7693	0	0	0	0	5912	27420	2757	496	46162
2014	0	0	60	0	0	37758	4364	2775	258	0	0	46397	91612
<b>Grand Total</b>	<b>593346</b>	<b>154995</b>	<b>146002</b>	<b>218483</b>	<b>241043</b>	<b>354862</b>	<b>210679</b>	<b>293462</b>	<b>394041</b>	<b>247708</b>	<b>429926</b>	<b>597991</b>	<b>3882537</b>

Excess available at J2 on days of Excess at North Bend, af

Excess available at J2 Return													
Year	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Grand Total
1996	44732	76127	79437	84184	55373	71646	42308	63224	95724	90160	102269	69260	874444
1997	74558	92147	102503	93403	78394	58779	1041	39831	89474	101121	107510	111506	950267
1998	78626	104193	94046	93998	81575	64168	29508	48027	89699	108060	112421	86196	990518
1999	90798	101874	93099	83750	86946	80930	27866	68547	89221	108349	110035	112468	1053884
2000	115012	103160	97088	86623	62658	43631	23586	6668	15619	41691	46755	37349	679840
2001	59954	61863	52466	55099	34920	18145	10614	16862	47800	39689	17320	41128	455859
2002	37548	28166	31841	22325	9549	7851	0	533	4760	10093	12618	21175	186459
2003	10528	18532	19515	16271	8326	2510	0	199	0	0	13796	7461	97138
2004	0	12186	14659	0	0	0	0	0	0	4211	14935	12945	58936
2005	10005	20265	16892	16299	5712	34889	0	0	2360	10522	12614	15262	144821
2006	19977	9119	28993	8662	5	1	0	0	1968	14622	11963	14447	109756
2007	8002	26711	37022	36009	23085	31173	21433	16875	1454	18010	16104	21934	257811
2008	23090	25031	22733	22096	25055	3872	20631	8358	1	32675	34201	4431	222175
2009	24596	24999	15028	51463	15108	40635	12407	0	24507	45224	67526	44978	366471
2010	50336	42818	55220	35362	74409	81999	64956	63583	100965	102897	107465	85681	865691
2011	76546	77200	92363	93417	86196	79904	55627	59383	97319	109966	101368	98189	1027478
2012	93807	102282	79821	64320	23288	5716	0	0	0	4960	16924	15312	406428
2013	29028	29732	29858	63218	13071	5510	0	3049	3946	71108	38235	4646	291401
2014	0	0	28689	62098	20767	65785	9959	13497	20563	43585	1302	0	266244
<b>Grand Total</b>	<b>847143</b>	<b>956405</b>	<b>991274</b>	<b>988595</b>	<b>704436</b>	<b>697142</b>	<b>319937</b>	<b>408438</b>	<b>685579</b>	<b>956944</b>	<b>945361</b>	<b>804368</b>	<b>9305621</b>



Excess available at J2 on days of Excess at Louisville, af

Year	Excess available at J2 Return												Grand Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1996	51067	74330	84753	84184	55373	71646	42473	63224	95724	90160	104887	72295	890115
1997	74669	92147	102503	93403	78394	58779	2596	37443	90025	101121	107510	111506	950097
1998	97810	104193	100889	93998	81575	64168	29604	51068	64361	107787	112421	88757	996632
1999	90798	101874	93099	83750	86946	80930	27876	70197	89221	108349	110035	109705	1052780
2000	114962	103160	97088	86623	62658	43402	26824	3564	397	18075	45539	41193	643484
2001	61527	61863	52639	55099	34920	18420	13655	9991	43416	30732	15862	44992	443115
2002	46731	26777	31444	22325	9549	3351	0	315	299	2112	7810	15861	166575
2003	9428	8839	17689	16798	8326	2510	0	0	0	0	0	3227	66817
2004	912	12384	14659	0	0	0	0	0	0	337	13764	10517	52574
2005	10912	20265	16892	16299	5712	34889	0	0	0	0	2214	15262	122445
2006	19977	8168	28993	8662	5	1	0	0	1810	4582	5312	10679	88188
2007	9983	26711	37022	36009	23085	31173	12175	15214	1454	18010	17361	21934	250131
2008	25372	25031	23046	22096	25055	3872	21384	10692	2399	34350	34201	5542	233040
2009	24596	24999	17353	52942	15108	40635	13138	0	24507	45573	67526	44541	370919
2010	57740	42818	55220	36274	74409	81999	64956	63583	102483	103401	107465	96019	886367
2011	77296	82136	92363	93417	86196	79904	55627	59383	97319	109966	101368	97911	1032887
2012	94668	102282	79821	64628	23288	5716	0	0	0	0	2618	10393	383414
2013	19531	23359	29858	64121	13071	5510	0	1858	0	71108	36994	4646	270056
2014	0	0	27731	64540	21230	68285	9959	13091	20563	43585	2630	0	271613
<b>Grand Total</b>	<b>887980</b>	<b>941337</b>	<b>1003063</b>	<b>995167</b>	<b>704898</b>	<b>695189</b>	<b>320267</b>	<b>399623</b>	<b>633978</b>	<b>889248</b>	<b>895518</b>	<b>804981</b>	<b>9171249</b>

Available Excesses at J2 for Each Location, af

Year	Location		
	Grand Island	North Bend	Louisville
1996	377133	874444	890115
1997	441704	950267	950097
1998	525380	990518	996632
1999	618819	1053884	1052780
2000	208231	679840	643484
2001	93259	455859	443115
2002	22433	186459	166575
2003	198	97138	66817
2004	0	58936	52574
2005	7215	144821	122445
2006	0	109756	88188
2007	36849	257811	250131
2008	29263	222175	233040
2009	68689	366471	370919
2010	377942	865691	886367
2011	822507	1027478	1032887
2012	115140	406428	383414
2013	46162	291401	270056
2014	91612	266244	271613
<b>Total</b>	<b>3882537</b>	<b>9305621</b>	<b>9171249</b>

EXHIBIT 2

**WATER SERVICE AGREEMENT-  
GROUNDWATER RECHARGE FROM EXCESS FLOWS BETWEEN  
THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT,  
NEBRASKA COMMUNITY FOUNDATION  
AND  
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**

THIS AGREEMENT made and entered into this 26<sup>th</sup> day of September, 2016, by and between **The Central Nebraska Public Power and Irrigation District**, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 415 Lincoln Street, P.O. Box 740, Holdrege, NE 68949-0740, hereinafter referred to as "Central" and the **Nebraska Community Foundation (representing all signatories to the Platte River Recovery Implementation Program)**, a Nebraska non-profit corporation, with its principal office located at 3833 South 14<sup>th</sup> Street, Lincoln, Nebraska 68502, hereinafter referred to as "Foundation," and the **Platte River Recovery Implementation Program**, with its principal office located at 4111 4<sup>th</sup> Avenue, Suite 6, Kearney, Nebraska 68845, hereinafter referred to as "Platte Program," (jointly referred to as "Parties" and individually as "Party.")

WITNESSETH:

WHEREAS, Central is the owner of the Elwood Reservoir as shown on Exhibit A; and

WHEREAS, in August 2016 Central was granted an order from the Nebraska Department of Natural Resources (hereinafter "DNR") for a "Temporary Permit to Appropriate Water for Groundwater Recharge on the E65 Canal, Elwood Reservoir, and Cottonwood WPA" (hereinafter "Appropriation"); and

WHEREAS, the Foundation and the Platte Program desire Central to provide groundwater recharge in Elwood Reservoir for purposes of enhancing Platte River stream flows; and

WHEREAS, Central desires to provide such recharge services within the red highlighted areas shown in Exhibit A; and

WHEREAS, Central also has an agreement with the Tri-Basin Natural Resources District (Tri-Basin) and the State of Nebraska (State) for recharge services using Elwood Reservoir and the E65 Canal;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein contained and the terms and conditions hereinafter set forth, it is hereby covenanted and agreed:

1. WATER SERVICE.

a. During the term of this Agreement, Central will provide the Platte Program and Tri-Basin/State with groundwater recharge via seepage through the E65 Canal and Elwood Reservoir for the purposes described above. That part of the Total Amount Diverted that is pumped into Elwood Reservoir shall be divided into a 50% share to the Platte Program and a 50% share to Tri-Basin/State. The remainder of the Total Amount Diverted that is released into the E65 Canal shall be credited to Tri-Basin/State. The water billed to the Platte Program shall not exceed 8,000 acre feet unless agreed to by the Platte Program in writing. The Total Amount Diverted shall be measured by Central using the E65 Canal measuring flume located at milepost (MP) 2.8 (including water diverted and not available for recharge because of evaporation). The portion of the Total Amount Diverted that is delivered to Elwood Reservoir will be estimated using pump performance curves developed by Central and/or annubar measurements, with all remaining diversions passing the MP 2.8 flume considered diversions for the E65



Canal. The Total Amount Diverted will be adjusted, as appropriate, by subtracting any deliveries or releases made by Central from the E65 Canal, at the end of each subsequent quarter or billing period, and at the beginning of the next irrigation season. The non-irrigation season will begin when Central stops releasing water into sections of the E65 Canal for irrigation and end when Central begins releasing water into sections of the E65 Canal for irrigation, as determined by Central.

b. Central may make reasonable adjustments in the Total Amount Diverted and Elwood Reservoir diversions as necessary to account for similar operations from other water sources, or for other reasons as may be appropriate. Central shall consult with the Foundation and the Platte Program in making such adjustments. All data used by Central regarding the Total Amount Diverted and Elwood Reservoir diversion calculations shall be shared with the Foundation and the Platte Program.

c. Central may reduce or suspend groundwater recharge diversions under this Agreement for good cause, including but not limited to (a) maintenance or construction on the canal or Elwood Reservoir, (b) high groundwater levels, or (c) icing conditions, all as determined by Central.

d. The Parties shall have the right to terminate the diversions under this agreement, thus ending this agreement, by providing notice to the Parties by Wednesday of any week and diversions will cease on the next Sunday at midnight. The notice shall be provided via email to all Parties and include [csteinke@cnppid.com](mailto:csteinke@cnppid.com).

2. **WATER SERVICE CHARGES.** The Foundation and/or the Platte Program shall pay Central a Water Service Charge on a per acre-foot basis as specified in Exhibit B for the water service described above. All measurements made through Central's measuring device and pumping estimates into Elwood Reservoir, so recorded by Central operating personnel shall be considered final. Central shall invoice the Foundation and/or the Platte Program for the water service charges quarterly. Payment shall be due within 60 days of invoice.

3. **TERM.** The term of this Agreement shall commence when this Agreement is signed by the Parties (the "Commencement Date"), and shall expire on August 25, 2017.

4. **DATA SHARING.** The Parties agree to share all hydraulic and hydrologic data collected in association with this Agreement.

5. **WATER APPROPRIATIONS.** The source of supply shall be water which is available pursuant to the Appropriation. The water service described herein shall be consistent with and limited to the terms and provisions of the Appropriation.

6. **FORCE MAJEURE.** Central shall not be liable for any delay or failure to perform its obligations under this Agreement caused by an event or condition beyond the reasonable control of, and without the fault or negligence of Central, including, without limitation, failure of facilities, flood, earthquake, storm, lightning, fire, severe cold or other weather event, epidemic, contamination, war, terrorist act, riot, civil disturbance, labor disturbance, accidents, sabotage, or restraint by court or restrictions by other public authority which delays or prevents performance (including but not limited to the adoption or change in any rule, policy, or regulation or environmental constraints imposed by federal, state or local governments), which Central could not reasonably have avoided by exercise of due diligence and foresight. Upon the occurrence of such an event or condition, the obligations of Central under this Agreement shall be excused and suspended without penalty or damages, provided that Central shall give the Foundation and the Platte Program prompt written notice describing the particulars of the occurrence or condition, the suspension of performance is of no greater scope and of no longer duration than is required by the event or condition, and Central proceeds with reasonable diligence to remedy its inability to perform and informs the Foundation and the Platte Program of the actions taken to remedy the consequences of the event or condition.

7. **DEFAULT.** If any Party to this Agreement fails to perform or otherwise breaches any of the terms of this Agreement, then such failure shall constitute a default. In the event of default by any Party, the non-defaulting Party/ies shall give written notice of the default to the defaulting Party. Following such written notice, the defaulting Party/ies may cure the default within thirty (30) days. Upon cure, this Agreement shall remain in full force and effect. If the defaulting Party/ies fails to cure, the non-defaulting Party/ies shall be entitled to any and all legal and equitable remedies except Central's total liability to the Foundation and the Platte Program for any loss or damage, including but not limited to special and consequential damages, arising out of or in connection with the performance of this Agreement shall not exceed either the amount of Water Service Charges paid by the Foundation and the Platte Program to Central pursuant to this Agreement or \$50,000, whichever is less.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties hereto with respect to the water service contemplated hereby and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

9. **AMENDMENT.** No amendment to this Agreement shall be valid unless it is in writing and signed by the Parties hereto.

10. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding on the Parties, their successors and assigns. This Agreement may not be assigned by the Foundation or the Platte Program without the written consent of Central.


11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the law of the State of Nebraska.

12. **FUNDING.** Should the Foundation or Platte Program determine that the anticipated source of funding will no longer be available, the Foundation or Platte Program will utilize the termination provisions in Section 1.d., to assure funding is available until diversions cease.

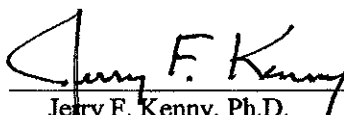
13. **LAWS.** In executing this Agreement, each Party shall be responsible for its compliance with all applicable state and federal laws.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date first stated above.

NEBRASKA COMMUNITY FOUNDATION,

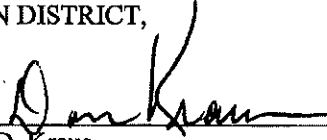
By   
Diane M. Wilson  
Manager of Public/Private Partnerships

PLATTE RIVER RECOVERY IMPLEMENTATION  
PROGRAM – Office of the Executive Director

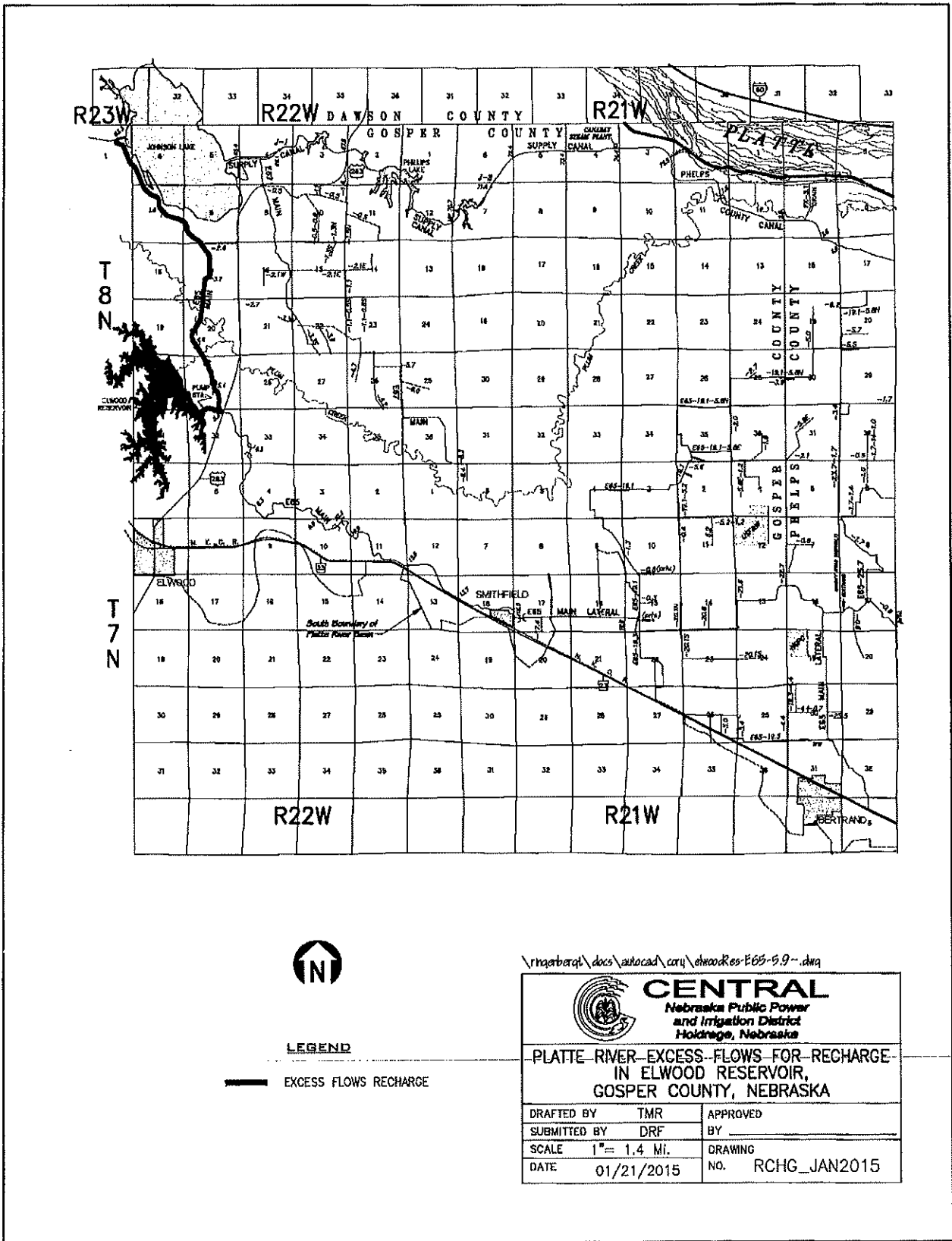
By   
Jerry F. Kenny, Ph.D.  
Executive Director

THE CENTRAL NEBRASKA PUBLIC POWER AND  
IRRIGATION DISTRICT,

By



Don D. Kraus  
General Manager



**LEGEND**

**—** EXCESS FLOWS RECHARGE

\\rhaerberg\docs\autocad\cor\elwoodRes-E65-9.9-.dwg



**CENTRAL**  
Nebraska Public Power  
and Irrigation District  
Holdings, Nebraska

**PLATTE RIVER EXCESS FLOWS FOR RECHARGE  
IN ELWOOD RESERVOIR,  
GOSPER COUNTY, NEBRASKA**

DRAFTED BY	TMR	APPROVED	
SUBMITTED BY	DRF	BY	
SCALE	1" = 1.4 Mi.	DRAWING	
DATE	01/21/2015	NO.	RCHG_JAN2015



# **EXHIBIT B**

## **Water Service Agreement Pricing**

### **Elwood Reservoir**

<b>Year</b>	<b>\$ / Acre foot</b>
2016	\$44.35
2017	\$45.68



**WATER SERVICE AGREEMENT-  
GROUNDWATER RECHARGE FROM EXCESS FLOWS BETWEEN  
THE CENTRAL NEBRASKA PUBLIC POWER AND IRRIGATION DISTRICT,  
NEBRASKA DEPARTMENT OF NATURAL RESOURCES  
AND  
TRI-BASIN NATURAL RESOURCES DISTRICT**

THIS AGREEMENT made and entered into this 7th day of December, 2016, by and between The Central Nebraska Public Power and Irrigation District, a public corporation and political subdivision of the State of Nebraska, with its principal office located at 415 Lincoln Street, P.O. Box 740, Holdrege, NE 68949-0740, hereinafter referred to as "Central" and Tri-Basin Natural Resources District, a political subdivision of the State of Nebraska, with its principal office located at 1723 North Burlington Street, Holdrege, NE 68949, hereinafter referred to as "Tri-Basin", and the State of Nebraska, acting by and through the Nebraska Department of Natural Resources, with its principal office located at 301 Centennial Mall South, Lincoln, NE 68509-4676, hereinafter referred to as "State". Sometimes hereinafter Central, State and Tri-Basin shall be collectively referred to as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, Central is the owner of the E65 Canal and Elwood Reservoir as shown on Exhibit A; and

WHEREAS, in August 2016 Central was granted an order from the Nebraska Department of Natural Resources (hereinafter "DNR") for a "Temporary Permit to Appropriate Water for Groundwater Recharge on the E65 Canal, Elwood Reservoir, and Cottonwood WPA" (hereinafter "Appropriation"); and

WHEREAS, the State and Tri-Basin desire Central to provide groundwater recharge on the E65 Canal and in Elwood Reservoir for purposes of enhancing Platte River stream flows, studying groundwater recharge, sustaining groundwater supplies for the benefit of Tri-Basin's constituents, and implementing the State/Tri-Basin joint Integrated Management Plan (IMP); and

WHEREAS, Central desires to provide such recharge services within the red highlighted areas shown in Exhibit A; and

WHEREAS, Central also has an agreement with the Platte River Recovery and Implementation Program (Platte Program) for recharge services using Elwood Reservoir;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein contained and the terms and conditions hereinafter set forth, it is hereby covenanted and agreed:

1. WATER SERVICE.

a. During the term of this Agreement, Central will provide the State and Tri-Basin with groundwater recharge via seepage through the E65 Canal and Elwood Reservoir for the purposes described above. For calculating the respective costs and benefits of this service for the parties, that part of the Total Amount Diverted that is pumped into Elwood Reservoir shall be divided by Central into a 50% share for the Platte Program and a 50% share for Tri-Basin/State. The remainder of the Total Amount Diverted that is released into the E65 Canal shall be credited to Tri-Basin/State. The water billed to Tri-Basin/State shall not exceed 13,500 acre-feet. The Total Amount Diverted shall be measured by Central using the E65 Canal measuring flume located at milepost (MP) 2.8 (including water diverted and not available for recharge because of evaporation). The portion of the Total Amount Diverted that is delivered to Elwood Reservoir will be estimated using pump performance curves

developed by Central and/or annubar measurements, with all remaining diversions passing the MP 2.8 flume considered diversions for the E65 Canal. The Total Amount Diverted will be adjusted, as appropriate, by subtracting any deliveries or releases made by Central from the E65 Canal, at the end of each subsequent quarter or billing period, and at the beginning of the next irrigation season. The non-irrigation season will begin when Central stops releasing water into sections of the E65 Canal for irrigation and end when Central begins releasing water into sections of the E65 Canal for irrigation, as determined by Central.

b. During the term of this Agreement, the State and Tri-Basin may request that water diverted under the Appropriation and this agreement into Elwood Reservoir be released into the E65 Canal for the same purpose of groundwater recharge. Elwood releases for this purpose will be calculated by utilizing annubar readings at Elwood Reservoir or gate measurements on the E65 Canal. Days of release from Elwood Reservoir shall not exceed 210 days.

c. Central may make reasonable adjustments in the Total Amount Diverted and Elwood Reservoir diversions as necessary to account for similar operations from other water sources, or for other reasons as may be appropriate. Central shall consult with the State and Tri-Basin in making such adjustments. All data used by Central regarding the Total Amount Diverted and Elwood Reservoir diversion calculations shall be shared with the State and Tri-Basin.

d. Central may reduce or suspend groundwater recharge diversions under this Agreement for good cause, including but not limited to (a) maintenance or construction on the canal or Elwood Reservoir, (b) high groundwater levels, or (c) icing conditions, all as determined by Central.

e. Any Party shall have the right to terminate the diversions under this agreement, thus ending this agreement, by providing notice to the Parties by Wednesday of any week and diversions will cease on the next Sunday at midnight. The notice shall be provided via email to all Parties and include [csteinke@cnpidd.com](mailto:csteinke@cnpidd.com).

2. **WATER SERVICE CHARGES.** The State and/or Tri-Basin shall pay Central a Water Service Charge as specified in Exhibit B for the water service described above. All measurements made through Central's measuring devices and pumping estimates into Elwood Reservoir, so recorded by Central operating personnel shall be considered final. Central shall invoice the State and/or Tri-Basin for the water service charges quarterly. Payment shall be due within 60 days of invoice. The total invoiced costs to State and Tri-Basin for their 50% share of the total Water Service Charges under the Agreement shall not exceed \$317,590 collectively or \$127,036 for the Tri-Basin and \$190,554 for the State.

3. **TERM.** The term of this Agreement shall commence when this Agreement is signed by the Parties (the "Commencement Date"), and shall expire on August 25, 2017.

4. **DATA SHARING.** The Parties agree to share all hydraulic and hydrologic data collected in association with this Agreement.

5. **WATER APPROPRIATIONS.** The source of supply shall be water which is available pursuant to the Appropriation. The water service described herein shall be consistent with and limited to the terms and provisions of the Appropriation.

6. **FORCE MAJEURE.** Central shall not be liable for any delay or failure to perform its obligations under this Agreement caused by an event or condition beyond the reasonable control of, and without the fault or negligence of Central, including, without limitation, failure of facilities, flood, earthquake, storm, lightning, fire, severe cold or other weather event, epidemic, contamination, war, terrorist act, riot, civil disturbance, labor disturbance, accidents, sabotage, or restraint by court or restrictions by other public authority which delays or prevents performance (including but not limited to the adoption or change in any rule, policy, or regulation or

environmental constraints imposed by federal, state or local governments), which Central could not reasonably have avoided by exercise of due diligence and foresight. Upon the occurrence of such an event or condition, the obligations of Central under this Agreement shall be excused and suspended without penalty or damages, provided that Central shall give the State and Tri-Basin prompt written notice describing the particulars of the occurrence or condition, the suspension of performance is of no greater scope and of no longer duration than is required by the event or condition, and Central proceeds with reasonable diligence to remedy its inability to perform and informs the State and Tri-Basin of the actions taken to remedy the consequences of the event or condition.

7. **DEFAULT.** If any Party to this Agreement fails to perform or otherwise breaches any of the terms of this Agreement, then such failure shall constitute a default. In the event of default by any Party, the non-defaulting Party or Parties shall give written notice of the default to the defaulting Party. Following such written notice, the defaulting Party or Parties may cure the default within thirty (30) days. Upon cure, this Agreement shall remain in full force and effect. If the defaulting Party or Parties fails to cure, the non-defaulting Party or Parties shall be entitled to any and all legal and equitable remedies except Central's total liability to the State and Tri-Basin for any loss or damage, including but not limited to special and consequential damages, arising out of or in connection with the performance of this Agreement shall not exceed either the amount of Water Service Charges paid by the State and Tri-Basin to Central pursuant to this Agreement or \$50,000, whichever is less.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties hereto with respect to the water service contemplated hereby and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

9. **AMENDMENT.** No amendment to this Agreement shall be valid unless it is in writing and signed by the Parties hereto.

10. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding on the Parties, their successors and assigns. This Agreement may not be assigned by State or Tri-Basin without the written consent of Central.


11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the law of the State of Nebraska.

12. **FUNDING.** By execution of this Agreement, the State represents and affirms that it has requested and will make every effort to secure funds for this project. Should the anticipated source of funding no longer be available, the State will use its best efforts to secure alternative sources of funding.

13. **LAWS.** In executing this Agreement, each Party shall be responsible for its compliance with all applicable state and federal laws.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date first stated above.

TRI-BASIN NATURAL RESOURCES DISTRICT,

By  \_\_\_\_\_  
General Manager

**APPROVED**

BY NDNR LEGAL COUNSEL

RT DATE 12/7/16

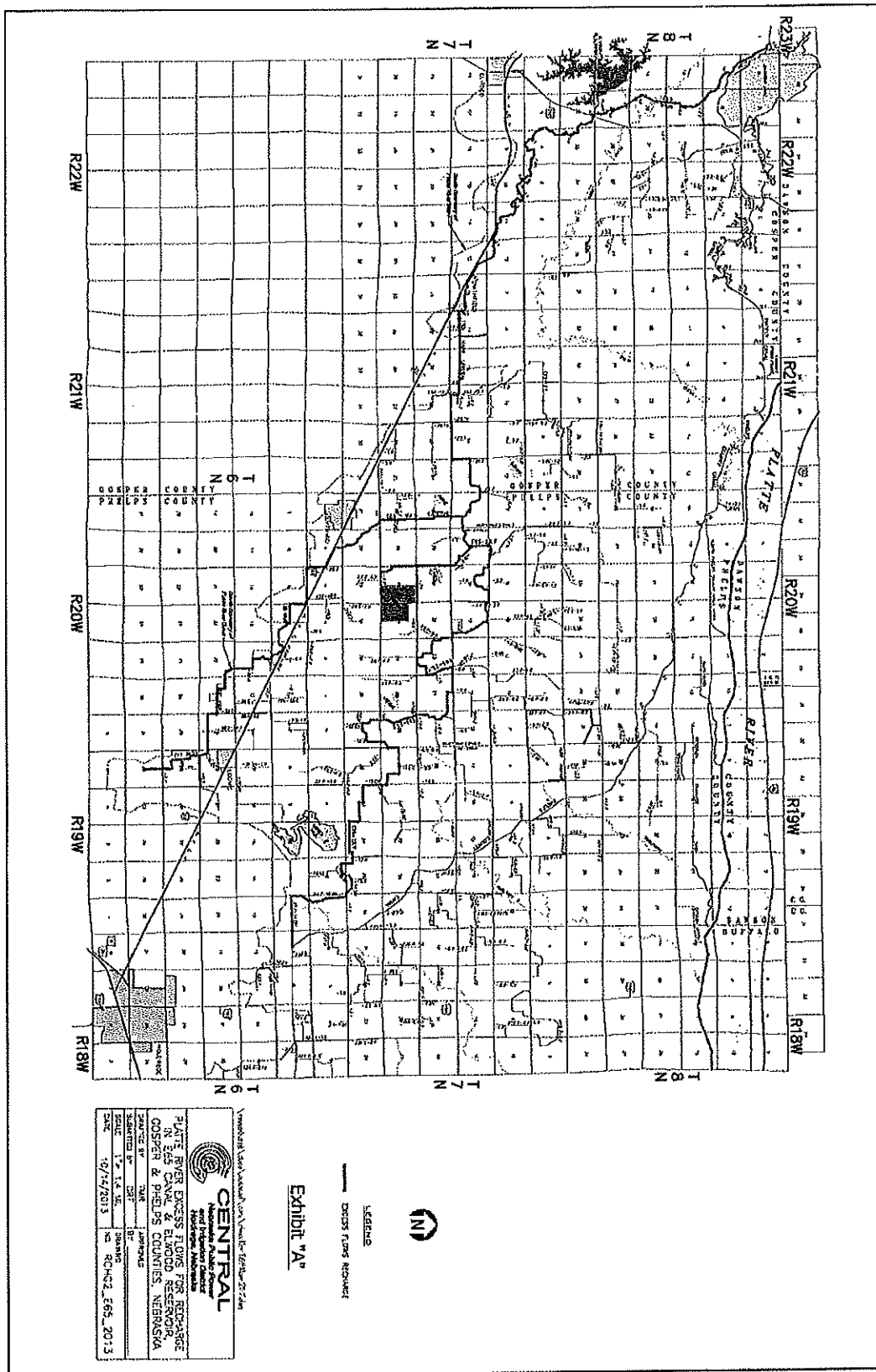
THE STATE OF NEBRASKA,  
ACTING BY AND THROUGH THE NEBRASKA  
DEPARTMENT OF NATURAL RESOURCES,

By *Morton W. Jassett*  
Director

THE CENTRAL NEBRASKA PUBLIC POWER AND  
IRRIGATION DISTRICT,

By *Daniel Ford for DDK*  
General Manager





VERNONIA, NEBRASKA, COUNTY, RANGE, TOWNSHIP, SECTION

**CENTRAL**  
Nebraska Public Power and Irrigation District

PLATE 1 - OVER EXCESS FLOW RECHARGE SERVICE FROM ELWOOD RESERVOIR TO PHED PS COUNTIES, NEBRASKA

DATE: 10/15/2013

SCALE: 1" = 1.6 MI.

DATE: 10/15/2013

NO. RCMS-2, FEB. 2013

<b>Exhibit B</b>			
Water Service Charges			
Year	Price per Acre-Foot Diverted		Daily Price for Releases from Elwood Reservoir
	Elwood Reservoir	E65 Canal	Dollars / Day
2016	\$44.35	\$41.10	\$200.00
2017	\$45.68	\$42.33	\$206.00



EXHIBIT 3



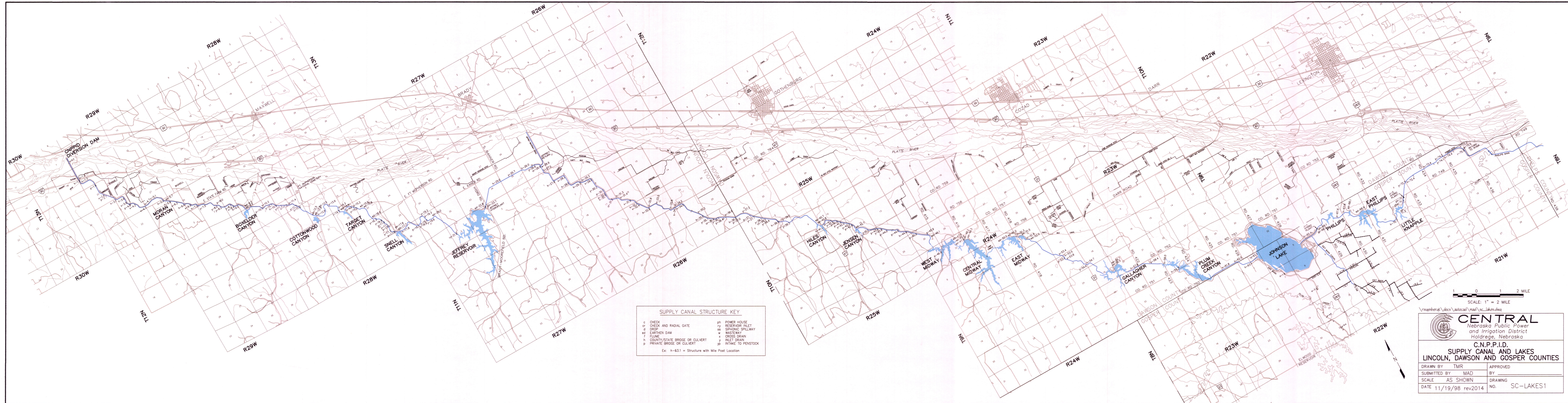
PETITION FOR LEAVE TO FILE AN APPLICATION  
FOR A TEMPORARY PERMIT TO APPROPRIATE  
WATER FOR GROUNDWATER RECHARGE ON THE  
E65 CANAL, ELWOOD RESERVOIR, COTTONWOOD  
WPA, LINDER WPA, & VICTOR LAKES WPA IN  
GOSPER & PHELPS COUNTY

AUGUST 2017

MAP 1

VAR-6281





**SUPPLY CANAL STRUCTURE KEY**

c	CHECK AND RADIAL GATE	ph	POWER HOUSE
cr	CHECK	ry	RESERVOIR INLET
d	DROP	ss	SIPHONIC SPILLWAY
ed	EARTHEN DAM	w	WASTEWAY
f	FLUME	x	CROSS DRAIN
h	COUNTY/STATE BRIDGE OR CULVERT	y	INLET DRAIN
p	PRIVATE BRIDGE OR CULVERT	yp	INTAKE TO PENSTOCK

Ex: h-63.1 = Structure with Mile Post Location

1 0 1 2 MILE  
SCALE: 1" = 2 MILE

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**CENTRAL**  
Nebraska Public Power  
and Irrigation District  
Holdrege, Nebraska

**C.N.P.I.D.**  
**SUPPLY CANAL AND LAKES**  
**LINCOLN, DAWSON AND GOSPER COUNTIES**

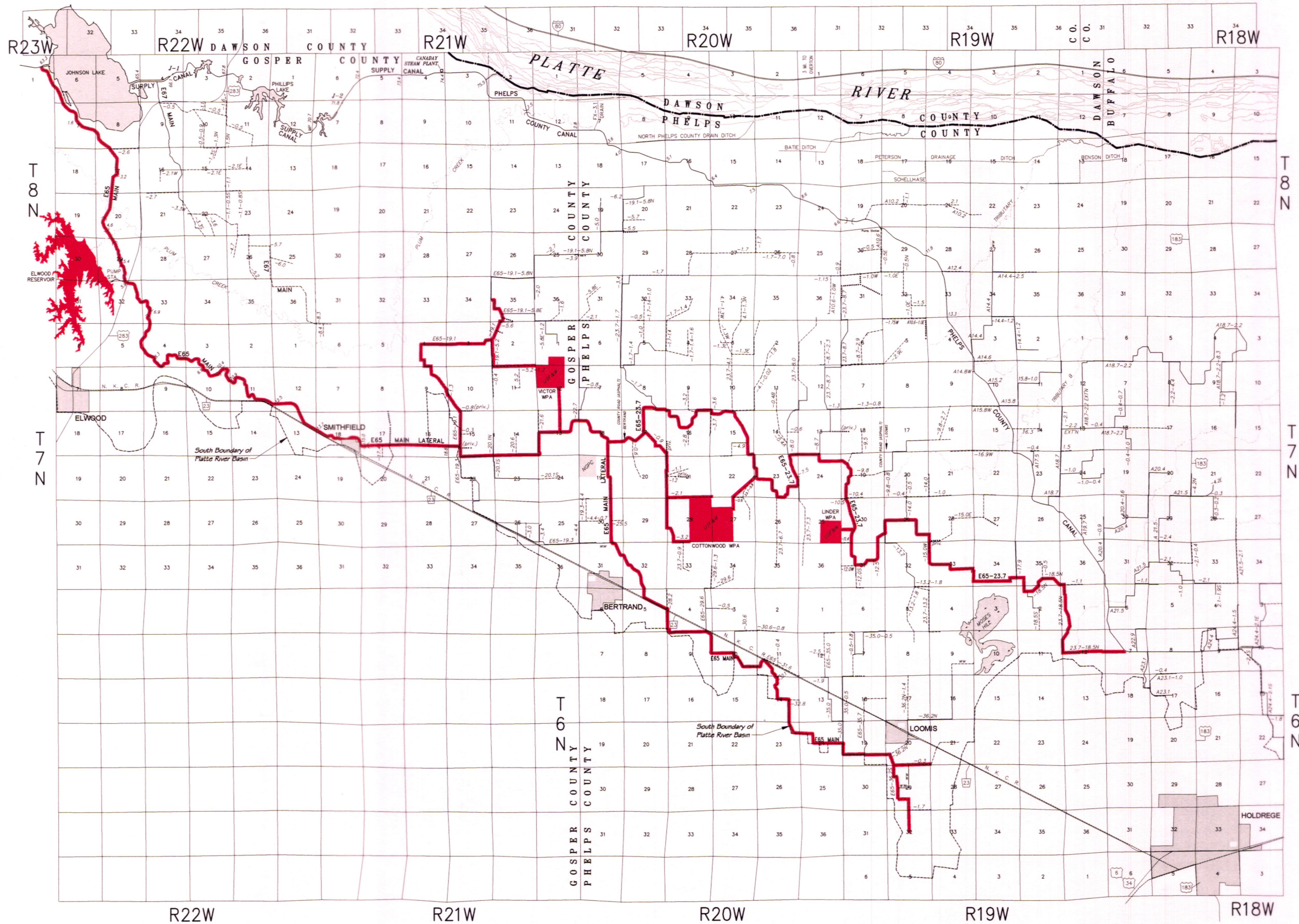
DRAWN BY TMR	APPROVED
SUBMITTED BY MAD	BY
SCALE AS SHOWN	DRAWING
DATE 11/19/98 rev2014	NO. SC-LAKES1

VAR-6281









**LEGEND**

EXCESS FLOWS RECHARGE

**Exhibit "A"**

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**CENTRAL**  
Nebraska Public Power  
and Irrigation District  
Holdrege, Nebraska

PLATTE RIVER EXCESS FLOWS FOR RECHARGE IN  
E65 CANAL, ELWOOD RES, VICTOR, LINDER &  
COTTONWOOD WPA's, GOSPER & PHELPS CO., NEBR.

DRAFTED BY	TMR	APPROVED	
SUBMITTED BY	DRF	BY	
SCALE	1" = 1.4 Mi.	DRAWING	
DATE	8/14/2017	NO.	RCHG_WPAs_2017

JAK-6281