Requirements and Procedures

**for**

**Engineering Plans for Residential and Commercial Developments**

**as prepared by**

**Middleton Irrigation Assoc., Inc. and Middleton Mill Ditch Co.**

**(including Canyon Hill Ditch Co., Lemp Lateral, Inc., Newman Ditch Co., Flake Ditch Co. and Foothill Ditch Co.)**

**(Last updated: June 2025)**

**ANY DEVIATION FROM THE FOLLOWING MUST RECEIVE WRITTEN PERMISSION FROM THE IRRIGATION BOARD.**

1. Prior to obtaining any signatures on a Licensing/Crossing Agreement, or any Agreement for a development or other encroachment on the right-of-way signifying approval of said document, all appropriate transfers of ownership of water shares in the Middleton Irrigation Association, Inc., Middleton Mill Ditch Co. and appropriate Laterals shall be complete. Middleton Irrigation Association, Inc., Middleton Mill Ditch Co. and the Laterals are sometimes collectively referred to herein as the “Ditch Companies.”

a. Prior to, or at the time of, presenting engineering plans to the Board Members representing the Middleton Irrigation Association Inc., Middleton Ditch Co. and the five Major Laterals under the aforementioned Irrigation Companies (also referred to as the Seven-Man Board) for approval consideration, the following information shall be provided to the Secretary of the Middleton Irrigation Association, Inc./Middleton Mill Ditch Co. and to the attorney representing the Middleton Irrigation Association, Inc./Middleton Mill Ditch Company:

 i. Name of the Development

 ii. Correct Vesting—Identifying Ownership of Development Property/Deed

1. Contact Information; including mailing address, telephone numbers, and

 name(s) of primary contact(s), etc.

 iv. Legal Description of Development Property/Deed

 v. Number of Acres for Development

 vi. Number of water shares in: Middleton Irrigation Assoc., Inc.

 Middleton Mill Ditch Co.

 Each Lateral delivering water to property

**Email this information to the secretary: Tammy@middletonirrigation@gmail.com**

2. A designated representative of the Irrigation Board will meet with developers and/or engineers to review plans and for on-site inspections and design evaluation. There will not be any charge to the developer for the first such meeting. For all subsequent meetings with the Board’s designated representative(s), the Middleton Mill Ditch Co./Middleton Irrigation Association will bill the developer/development for time spent and services rendered at a rate of fifty dollars ($50.00) per hour. Payment is to be remitted to the Ditch Companies’ secretary upon receipt of applicable billing.

3. All appropriate application fees shall be paid to the Ditch Companies’ attorney **and** the Middleton Irrigation Association, Inc. and Middleton Mill Ditch Co. in advance of any consideration for approval of the development plans**. There is a $750 review fee** payable to the canal companies. **You will not be allowed on the agenda until the review fee is paid.
Additionally, if it is deemed necessary that any plans require a review from a third-party engineer, those costs will be billed back to the developer. Plans and/or Agreements will not be approved or signed until all fees/costs are paid.**

4. Where **a canal runs through a development, the easements MUST be staked out so that the easements can be clearly seen and said stakes MUST remain in place until any and all construction/development is completed so that there is NO MISTAKING WHERE THE EASEMENT LINES ARE LOCATED.** Stakes shall be removed at the expense of the Developer or Homeowner’s Association upon completion of the construction/development.

* 1. The normal right-of-way is 25-ft. from top of bank **on each side** of the canal/lateral, but circumstances could variate that width, depending on the physical characteristics of the right-of-way. The Foothill canal has a right-of-way of 30 feet.
	2. If the canal/lateral is piped, the width of the right-of-way may be reduced to 30 feet —15 feet per side from center of pipe.
	3. Natural fall in the ditch, topography, soil texture of the area and historical maintenance requirements shall dictate right-of-way requirements.
	4. Changes or modifications of the right-of-way widths shall be at the sole discretion of Board Members representing the Middleton Irrigation Association Inc., Middleton Mill Ditch Co. and the five Major Laterals under the aforementioned Ditch Companies.

5. Common lots should be included along any major canal or lateral (piped or open ditch). **The board will not consider an application unless the areas along the canals are in a common lot—NO exceptions.**Common lots shall be maintained by the developer and/or homeowner association.
Pump stations shall be constructed on a common lot outside the right-of-way, not on a private lot.

6. The installation of trash or weed racks with the canal system is strictly forbidden unless prior written authorization from the board is obtained.

7 Pressurized irrigation systems shall be designed for accurate monitoring of water usage and the pump system shall be designed not larger than is necessary to deliver the quantity of water equal to amount of water shares held in Middleton Irrigation Association, Inc. or Middleton Mill Ditch Co.

 a. A non-digitalized macrometer flow meter shall be installed.

 b. Where possible, a weir and weir structure shall be installed.

c. The pump station shall be constructed on a common lot within the development

8. Installation of ponds for water storage within a subdivision/development shall not interfere with the normal delivery of irrigation water – verification of approval by the Idaho Department of Water Resources shall be provided to the attorney for the Middleton Irrigation Association, Inc./Middleton Mill Ditch Co.

9. Access roads utilized by the Ditch Companies along the major canals or laterals shall have a surface of gravel or native material – NO paving of the access roads shall be approved.

10. Access roads (rights-of-way) utilized by the Ditch Companies along the major canals or laterals shall be kept open and passable at all times.

11. All roads or other improvements in the right-of-way shall be constructed so as to allow necessary equipment to access the right-of-way. Curb cuts in roadways should be used. The Ditch Companies will not be responsible for damage to curbs or sidewalks from equipment crossing roads or accessing the right-of-way.

12. No trees, shrubs, fences, or permanent structures shall be allowed in the right-of-way area of the major canals or laterals.

13. A performance bond, at the sole discretion of Board Members representing the Middleton Irrigation Association Inc., Middleton Mill Ditch Co. and the five Major Laterals, may be required as a condition of approval for a Licensing/Crossing Agreement or other Construction Agreement. A performance bond would generally be required when the construction project will be significantly modifying or altering a major irrigation canal and/or lateral.

14. Any relocation of irrigation canals or laterals is discouraged and shall not be approved unless there is a significant material benefit to the irrigation companies.

a. If approved, the relocated section of the lateral or canal shall mirror said canal/lateral upstream and downstream with comparable widths at bottom of canal, high water line, and at the top of bank.

b. Law prohibits moving canals/laterals without written permission of the owner of said ditch/lateral.

15. Any modifications to **private** ditches shall have approval by the majority of the shares of all affected shareholders on that ditch. Documentation of the majority approval shall be presented to Seven-Man Board before final consideration will be given to any construction or Licensing/Crossing Agreement. Modifications cannot interfere with the delivery of water or cause injury to any water users on the ditch.

16. If the canal or lateral is approved to be piped, the distance between manhole covers shall not exceed 400 feet. Adequate fall or slope must be maintained to allow natural scouring of the pipe. The use and requirement of weed screens, trash racks, cement abutments, etc. is at the sole discretion of the ditch companies.

17. Delivery of irrigation shall not be disrupted to any of the shareholders of the Middleton Irrigation Association, Inc. or Middleton Mill Ditch Co. for any reason.

18. Any work affecting the major canals or laterals, i.e.: installation of water systems, sewer lines, bridges, etc., shall not begin until November 1st and shall be completed by March 15th.

19. The size of any culvert or pipe installed in the any of the major canals or laterals shall be **equal to or larger** than comparable structures immediately upstream.

 In addition:

a. There shall be prior approval from the canal companies before installation of any structure.

 b. Notification of the start of construction shall be given to appropriate personnel of the Middleton Mill Ditch Co. or the Middleton Irrigation Association. Inspections are required during the construction phase by said personnel representing the two Ditch Companies.

20. There shall be no pumping of water from any canal, lateral or private ditches during the construction phase, nor shall there be any dumping of debris (i.e.: grass clippings, trash of any sort, construction debris, Styrofoam, etc.). In addition, there shall be no discharge of any water into the canals, laterals or private ditches during the construction phase without prior written consent of the Middleton Irrigation Association, Inc. and the Middleton Mill Ditch Co. Those found in violation of any part of section 18 will be subject to legal action for all damages sustained as a result of the violation.

21. Middleton Irrigation Association, Inc., Middleton Mill Ditch Co. will accept storm run-off and street run-off in our **Main** canals ***if*** properly treated. We will **NOT** accept storm run-off in the five associated laterals unless expressly approved in writing (excluding historical irrigation wastewater.)

22. The Board Members representing the Middleton Irrigation Association Inc., Middleton Ditch Co. and the five Major Laterals strongly recommends approval be postponed or denied for final plat and/or a construction project until such time as documentation is presented verifying a **signed Licensing/Crossing Agreement** exists between the appropriate Ditch Companies and the Land Developer/Owner. This pertains to any proposed residential, commercial or municipal construction project located within the irrigation service area boundaries of the Middleton Mill Ditch Company and/or the Middleton Irrigation Association.

23. Upon completion of construction, full build out of the subdivision and/or at the first instance when allowed to be removed by any environmental or regulatory agency, the developer, owner and/or Homeowner’s Association which owns the property where the silt fence is located shall immediately remove all silt fences, straw waddles, sock fences or the like (hereinafter collectively “silt fences”) which have been constructed within or adjacent to the Ditch Company’s easements at the expense of developer, owner and/or Homeowner’s Association as the case may be. This requirement to remove the silt fences shall be applicable regardless of whether a License Agreement is required. If such silt fences are not removed once requested by the Ditch Companies then the Ditch Companies may remove the silt fences and developer, owner and/or Homeowner’s Association shall immediately reimburse the Ditch Companies all costs, including time and machinery, incurred in removing said silt fences (added in June 2025).