Texas v. New Mexico Settlement

Glossary of Terms for Lower Rio Grande Water Users

A plain-language glossary of terms related to the Texas v. New Mexico Settlement created for farmers, ranchers, well owners, mutual domestic water associations, municipalities, businesses, and residents in the Lower Rio Grande.

Updated December 2026

Zuni
Plateau
San Rafael
Pajarito
Chilili
Peralto
Valencia
Tomé
Manzano
Sabinal
La Joya Sta
La Joya
San Acacia
Plaza Limitar
Socorro
Council Rock
Kelly
Magdalena
Horse Sprs.
Alkali Flat
Beaver
Monica
San Antonio
Puertocito
San Marcial
Ft Craig
Valverde
Ancient Lava Flow
Las Palomas
Tularosa
Gila Plateau
Silver City
Newton
Paschal
Hudson
Parks
Colorado
Rincon
Ft. Selden
Lordsburgh
Lisbon
Deming
Cumming
Porter
Coleman
Zuni
Doña Ana
Mesilla
Las Cruces
San Augustine
Organ
Leitendorfs
Wilna
Separ
Cambray
Adem
La Mesa
Florida
Hachita
Carrizozo
Lanark
Strauss
Fronteras
El Paso
El Paso del Norte
Isleta
Pigeon L.
Guzman L.
Ojito
Laguna Sta. Maria

Water is a shared inheritance and a shared responsibility. The Texas v. New Mexico settlement closes more than a decade of litigation and lays out how New Mexico will manage Rio Grande water for the long haul. This glossary translates the language of the settlement, the law, and our water management work into terms you can use at the kitchen table, the ditch bank, the city council meeting, or the legislative hearing room.

If you encounter a term that is not here, or one that still feels unclear, let us know. We will keep this resource current and useful.

How to Use This Guide

Terms are grouped into six sections:

- Background and Key Concepts
- The Places and Players
- The Settlement Documents
- How Deliveries and Compliance Are Measured
- New Mexico's Tools for Implementation
- Water Rights Basics That Show Up in the Conversation

At the end there is also an alphabetical Glossary provided for ease of use. It's the same terms and descriptions, just a different order.

Note – This glossary was developed to provide a simplified interpretation of relevant terms associated with the Texas v. New Mexico settlement. For strict definitions of these terms please refer to the settlement documents themselves located here:

1

BACKGROUND AND KEY CONCEPTS

Rio Grande Compact (1938)

The 1938 agreement among Colorado, New Mexico, and Texas, approved by Congress in 1939, that equitably apportions Rio Grande water among the three states.

Rio Grande Project ("the Project")

The federal irrigation project authorized by Congress in 1905 and operated by the U.S. Bureau of Reclamation. It uses Elephant Butte and Caballo Reservoirs to store and deliver surface water for roughly 88,000 irrigable acres in EBID (New Mexico) and 67,000 irrigable acres in EPCWID (Texas), plus deliveries to Mexico under the 1906 Treaty.

Original Action No. 141 (Texas v. New Mexico and Colorado)

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1906 Treaty (U.S. and Mexico)

The international treaty that obligates the United States to deliver 60,000 acre-feet of water per year to Mexico through the Rio Grande Project, when supply allows.

2

THE PLACES AND PLAYERS

OSE *Office of the State Engineer*

The state agency responsible for administering and supervising the use of New Mexico's surface water and groundwater. The State Engineer issues permits, licenses, orders, and regulations, and the OSE's District 4 office oversees water administration in the Lower Rio Grande.

ISC *Interstate Stream Commission*

The state agency that protects New Mexico's rights and interests in interstate streams, including the Rio Grande, and that develops the plans, projects, and partnerships needed to meet Compact obligations.

U.S. Bureau of Reclamation (BOR or Reclamation)

The federal agency that operates the Rio Grande Project in conjunction with EBID and EPCWID. Reclamation owns Elephant Butte Dam and Caballo Dam, and stores and delivers water to EBID and EPCWID.

EBID *Elephant Butte Irrigation District*

The local irrigation district that delivers Rio Grande Project surface water to member farmers in New Mexico from Caballo Dam south to the state line.



EPCWID *El Paso County Water Improvement District No. 1*

The Texas counterpart to EBID. It delivers Rio Grande Project surface water to Texas members below the New Mexico line.

Elephant Butte Reservoir

The Project's primary storage reservoir, north of Truth or Consequences. The Compact requires New Mexico to deliver Rio Grande water into, and measured at, Elephant Butte Reservoir, based on flows measured upstream at Otowi Bridge.

Caballo Reservoir

The downstream re-regulation reservoir, just south of Elephant Butte. Releases from Caballo are what irrigators in EBID and EPCWID actually receive as Project surface water. Releases from Caballo are a key input into the formulas used to set delivery and aquifer management requirements.

Otowi Bridge Gage

The stream gage on the Rio Grande near San Ildefonso, north of Santa Fe. Compact deliveries to Elephant Butte are calculated using Otowi flows.

Compacting States

Colorado, New Mexico, and Texas, the three signatories to the 1938 Rio Grande Compact.

Lower Rio Grande Water Alliance ("Water Alliance")

The stakeholder body convened by the ISC to bring water users, agricultural producers, municipalities, tribes, businesses, and community representatives to the table as the Lower Rio Grande Plan is developed and implemented.

3

THE SETTLEMENT DOCUMENTS

The “settlement” is not a single document. It is a package of related agreements that together resolve every open piece of the litigation. The most important pieces are summarized below.

Compact Decree

The U.S. Supreme Court decree among Colorado, New Mexico, and Texas. It clarifies long-standing ambiguities in the 1938 Compact, sets an index-based method to measure New Mexico’s delivery obligation below Elephant Butte, and finally resolves the claims between the Compacting States.

Operations Settlement Agreement

The agreement among New Mexico, the United States, EBID, and EPCWID that resolves disputes over Project operations and updates how the Rio Grande Project is operated and accounted for. These updates keep more surface water in New Mexico by restoring the original 57 percent New Mexico / 43 percent Texas split of Project surface water that was altered under the 2008 Operating Agreement and resulted in more surface water being delivered to Texas.

Groundwater Settlement Agreement

The agreement between New Mexico and the United States that resolves the federal claim that groundwater pumping in New Mexico interfered with Project deliveries. It commits New Mexico to reduce Lower Rio Grande groundwater depletions by 18,200 acre-feet per year, sets the schedule for that reduction, and recognizes a 1903 priority date for combined surface and groundwater rights within EBID up to 3.024 acre-feet per acre.

Miscellaneous Purposes Act Contract (MPA Contract)

A federal contract between the United States and EBID that allows Rio Grande Project water to be used for purposes other than irrigation. It is the legal mechanism that makes the Third Party Implementing Contract possible.

Third Party Implementing Contract (between New Mexico/ ISC and EBID)

A companion contract under the MPA framework that gives New Mexico multiple options for using EBID Project water to meet Compact delivery obligations, while making sure EBID is made whole when its water is used. The amount of EBID water available to the ISC for these transfers is capped at no more than 20 percent of EBID's total annual allotment.

Lower Rio Grande Water Management Plan ("LRG Plan")

The long-term groundwater management plan that New Mexico is required to develop within two years of the settlement's effective date. It will lay out how the state will administer Lower Rio Grande groundwater, achieve the 18,200 acre-feet per year depletion reduction, and integrate input from water users.



4

HOW DELIVERIES AND COMPLIANCE ARE MEASURED

D2 Period (1951 to 1978)

The historical baseline period, including the amount of groundwater pumping in the Lower Rio Grande, that the settlement uses as a reference for Project operations. During this period, when the Project conducted a full supply release, all Project surface water users received their allocations.

Index Delivery

The amount of water New Mexico is expected to deliver to Texas in a given year, calculated using a formula built into the Compact Decree. The formula is based on Project conditions during the D2 Period, 1951 to 1978.

Effective El Paso Index (EEPI)

The index, derived from D2-period river flows, that defines the actual delivery target for any given year. The Compact Decree uses the EEPI to set what counts as a full delivery from New Mexico.

Departure

The difference between actual deliveries and the Index Delivery in a given year. A Positive Departure means New Mexico delivered more than the index called for. A Negative Departure means it delivered less.

Positive Departure

A year in which New Mexico delivers more water to Texas than the index required.

Negative Departure

A year in which New Mexico delivers less water to Texas than the index required.

Negative Accrued Departures

The running total of negative departures for New Mexico. When negative accrued departures exist, the agreement allows New Mexico to use up to 50,000 acre-feet per year of Project surface water for EBID Allocation Transfers.

EBID Allocation Transfer

A mechanism that allows New Mexico to use Project surface water already allocated to EBID to satisfy a Compact delivery obligation when the state has Negative Accrued Departures. The annual cap is 50,000 acre-feet, and EBID is compensated under the Third Party Implementing Contract.

Allocation Forbearance (a closely related concept to Allocation Transfer)

In the context of the Lower Rio Grande settlement, EBID is agreeing to transfer a portion of its project allocation to EPCWID (up to 20 percent) in exchange for payment from the ISC.

D2 Equation

The original linear regression formula used to estimate Project diversions based on Caballo Dam releases during the D2 Period. The settlement replaces it with an updated formula.

Modified D2 Equation

The updated multi-linear regression formula that replaces the D2 Equation for Project allocation and accounting. It uses both current and prior-year Caballo releases during the D2 Period to give a more accurate estimate.

Drought Correction Factor (DCF)

A multi-year correction applied to Project accounting to account for drought conditions. Under the settlement, the DCF is revised based on the Modified D2 Equation; the older D2 equation and its DCF are retired.

ACE Credit *American Canal Extension Credit*

An allocation credit provided to EPCWID in annual Project accounting to reflect reduced conveyance losses from building the American Canal Extension. The Operations Settlement Agreement makes the ACE Credit permanent.

Acre-Foot (AF)

The volume of water that would cover one acre of land to a depth of one foot, equal to about 325,851 gallons.



5

NEW MEXICO'S TOOLS FOR IMPLEMENTATION

Active Water Resources Management (AWRM)

Under AWRM, the state is divided into water management districts (the Lower Rio Grande is District 4), each overseen by an OSE Water Master who tracks water use through metering and enforces pumping and diversion limits. The Water Master works closely with water users to ensure that they stay in compliance. AWRM also allows water users to develop and submit their own administration plans, called Alternative Administration Plans, to OSE for consideration; when approved, those local plans can be implemented to reduce depletions in lieu of the State Engineer conducting strict priority administration. A core purpose of AWRM is to provide tools for managing shortage in ways that minimize economic disruption while staying consistent with state water law, rather than defaulting to strict priority administration.

Alternative Administration Plans (also referred to as "shortage sharing agreements")

A local administration plan for reducing depletions developed by water users and submitted to OSE for consideration under the AWRM framework. Once approved, it will be implemented instead of strict priority administration.

Priority Administration

The forced curtailment of water use ordered by the State Engineer based on the priority dates of water rights. Absent an approved alternative administration plan, priority administration requires the full curtailment of junior water rights in order to make water available for senior water rights holders and/or compact deliveries.

Priority Call

The formal mechanism by which senior water right holders demand that junior users curtail their use during a shortage, under the prior appropriation doctrine.

Permanent Retirement of Water Rights

The voluntary, permanent removal of a water right from active use, typically by purchase from a willing seller. The Texas v. New Mexico Settlement requires the State to permanently retire enough groundwater rights to reduce Lower Rio Grande depletions by 18,200 acre-feet per year, with at least 9,100 acre-feet retired within five years.

LRG Purchase Program

A voluntary program in which the state buys water rights from owners who willingly choose to sell. No water rights are forced from anyone. The program targets a mix of agricultural, municipal, commercial, industrial, and domestic groundwater rights.

Groundwater Conservation Program (GCP)

A state-run, short-term leasing program that pays Lower Rio Grande water right owners to temporarily conserve groundwater by not irrigating for 12 to 36 months. Between 2020 and spring of 2026, about 11,800 acres have been enrolled and $11.2 million paid out, conserving an estimated 12,000 to 16,000 acre-feet of groundwater.

Water Alliance

See Lower Rio Grande Water Alliance under Section 2.

Water Master

An OSE officer assigned to a water management district to administer water rights on the ground through monitoring diversions, reading meters, enforcing limits, and helping resolve disputes. The OSE District 4 Water Master administers the Lower Rio Grande.

Metering Order

The State Engineer's 2004 order (amended and supplemented since) requiring meters on all wells in the Lower Rio Grande other than single-family domestic wells and small stock wells. OSE now provides and maintains the meters and gathers the data.

Stormwater Capture and Aquifer Recharge

Projects that capture seasonal storm flows and route them into the aquifer for later use, rather than letting them run off or evaporate.

Brackish Water Development

Identifying, treating (typically by desalination), and using salty groundwater that is not currently usable as drinking or irrigation water, as an alternative supply.

6

WATER RIGHTS BASICS THAT SHOW UP IN THE CONVERSATION

Beneficial Use

The basis, measure, and limit of every water right in New Mexico. A water right exists only to the extent that water is actually put to a useful purpose, with current best practices for conservation. The phrase “use it or lose it” comes from this doctrine, but conservation is built in: claimants are expected to use the best available technology to conserve to the maximum extent practical.

Prior Appropriation (“first in time, first in right”)

New Mexico’s underlying water rights doctrine. The earliest legitimate use of water from a source has the senior right, and junior rights can be curtailed in times of shortage to satisfy senior rights.

Priority Date

The date on which a water right was first established by making diligent efforts to put water to beneficial use, or by filing for a permit that is later perfected. The earlier the date, the more senior the right.

Inherent Elements of a Water Right

Every water right in New Mexico has six defining elements: Priority, Quantity, Point of Diversion, Place of Use, Purpose of Use, and Source.

Usufructuary Right

A property right to use a resource that belongs to the public. New Mexicans own a water right (the right to use water), not the water itself.

Consumptive Irrigation Requirement (CIR)

The amount of water, expressed as a depth or volume and excluding effective rainfall, that is consumed by crops or evaporated from the soil over a calendar year.

Farm Delivery Requirement (FDR)

The amount of water, excluding effective rainfall, that has to be delivered to the farm headgate (or diverted from a source on the farm, like a well) to satisfy the CIR. FDR is bigger than CIR because flood irrigation carries inherent losses and return flows.

SS101 / SSI #101 Settlement (also referred to as the 2011 Settlement)

The Lower Rio Grande Adjudication settlement that set the irrigation well pumping limit framework and established the Farm Delivery Requirement of 4.5 acre-feet per acre, with the ability to prove up to 5.5. It applies to lands with a history of groundwater irrigation.



GLOSSARY OF TERMS - ALPHABETICAL

0-9

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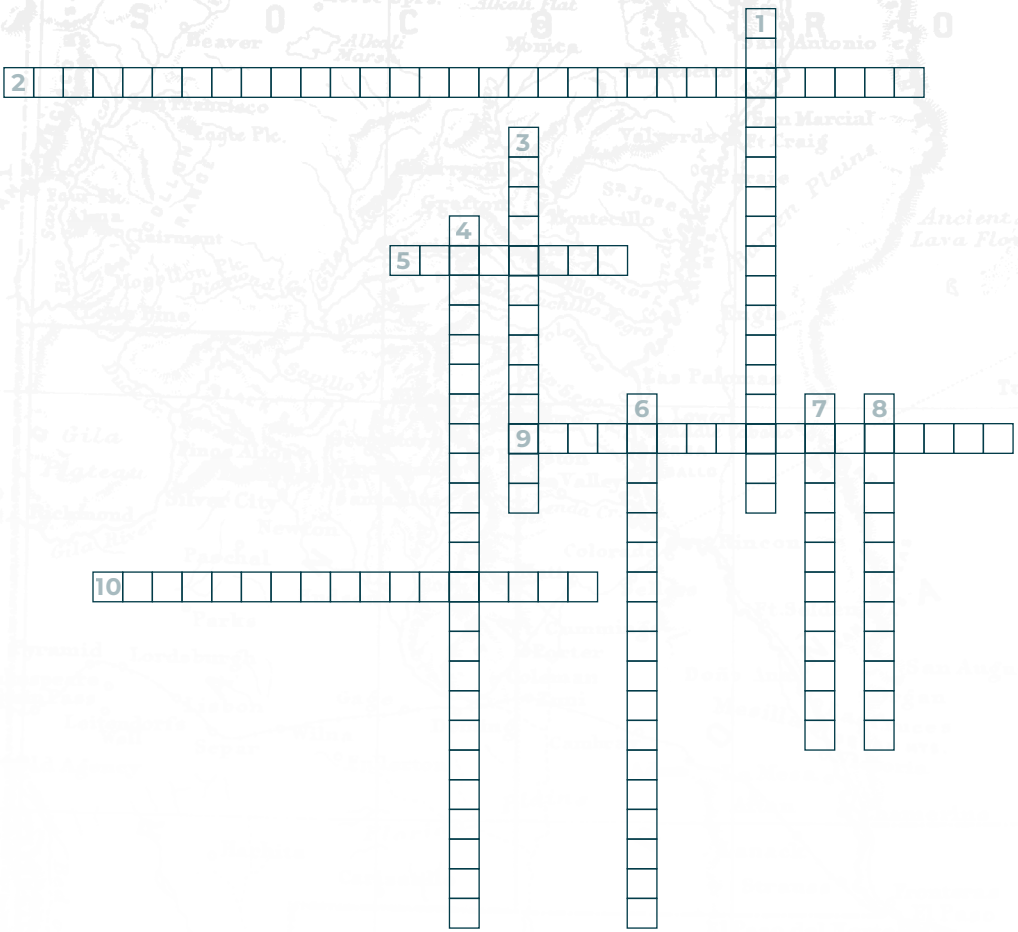
Para Leer en Español

Learn about the Purchase Program

Learn about the Settlement

Learn about New Mexico's Compacts

TEXAS V. NEW MEXICO SETTLEMENT CROSSWORD



Vertical

1. A year in which New Mexico delivers more water to Texas than the index required.

3. The basis, measure, and limit of every water right in New Mexico. A water right exists only to the extent that water is actually put to a useful purpose, with current best practices for conservation. The phrase “use it or lose it” comes from this doctrine, but conserva-tion is built in: claimants are expected to use the best available technology to conserve to the maximum extent practical.

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7. The formal mechanism by which senior water right holders demand that junior users curtail their use during a shortage, under the prior appropriation doctrine.

8. The date on which a water right was first established by making diligent efforts to put water to beneficial use, or by filing for a permit that is later perfected. The earlier the date, the more senior the right.

Horizontal

2. The local irrigation district that delivers Rio Grande Project surface water to member farmers in New Mexico from Caballo Dam south to the state line.

5. The volume of water that would cover one acre of land to a depth of one foot, equal to about 325,851 gallons.

9. A property right to use a resource that belongs to the public. New Mexicans own a water right (the right to use water), not the water itself.

10. A year in which New Mexico delivers more water to Texas than the index required.



We all rely on water.
It is our job to manage it wisely.