

Glenn-Colusa Irrigation District Wheeling Agreement for Private Well Water Supply

THIS AGREEMENT made and entered into as of this ____ day of _____, 20____, by and between GLENN-COLUSA IRRIGATION DISTRICT, hereinafter referred to as "District," and _____, hereinafter referred to as "Well Owner."

RECITALS

WHEREAS, during the _____ irrigation season Well Owner wishes to utilize their private well to augment their District water supply to a field, or to utilize the District conveyance system to convey their private well water supply in order to provide water to other lands within the District; and

WHEREAS, in order to integrate the Well Owner's private well water supply into the District's water system, it is necessary to commingle District's water supply with Well Owner's water supply.

NOW THEREFORE, the parties do hereby agree as follows:

1. Recitals

The recitals contained herein are an integral part of this agreement.

2. Description of Well and Land to be Supplied

A map of the well location, well specifications, and the location of real property receiving commingled water supply pursuant to this agreement (hereinafter referred to as "subject land") is more particularly described in the Well Application Form (Attachment A).

3. Isolated Water Supply Inlet to Subject Land

Land receiving water pursuant to this Agreement shall have only one water supply inlet and be isolated so that no water can reach subject land from any other check or water supply source.

4. Inspection of Facilities Granted by Well Owner to District

Well Owner understands and agrees that by executing this agreement, Well Owner is not relieved of the obligation to comply with and cooperate with both the District and the District's *Rules and Regulations*, particularly Rule 21 requiring in part that no opening is to be made or structure placed in any District water conveyance facility without special written permission of the manager. Likewise, permission is granted by Well Owner to District's officials, agents, employees, and consultants to go upon Well Owner's subject land at any time for the purpose of reading meters or other forms of measuring devices installed upon Well Owner's well and well facilities, maintaining said measuring devices, and removing water measurement data. District shall have complete control of the inlet structure to the subject land and all measuring facilities. Well Owner shall cooperate in keeping meters or measuring devices free of debris or other foreign material that would produce an inaccurate measurement.

5. Wheeling Option #1: Metered Well Discharge into District Facilities and Metered Flow back into Subject Land (Equal Flow)

This option may be used when Well Owner wishes to use the District's conveyance system to convey well water from the well location to another location, but does not intend to use any District surface water to grow the crop on the land where the well water is discharged back onto subject land. In order to ensure that none of the District's water is supplied to subject land, Well Owner shall, at Well Owner's own expense, provide a totalizing meter at Well Owner's well discharge and a second meter at the outlet of District's water conveyance facility into subject land. Both meters must be of a type approved by the District and installed in a manner approved by District. Total water pumped from Well Owner's groundwater supply in 20__ shall be 100 percent of Well Owner's groundwater supply delivered to subject land. In the event water pumped by Well Owner falls below 100 percent of the water delivered to the subject land, District shall reduce its flow into subject land to compensate for the reduced percentage of water delivered by Well Owner's pumping facility.

6. Wheeling Option #2 - Well Owner to Pump Crop Unit Duty

This option may be used when Well Owner has insufficient surface water to plant the desired acreage in a field, and in order to plant the desired acreage, a combination of District surface water and Well Owner's well water must be used. Under this option, Well Owner may elect to pump the sum of 100 percent of the unit duty of water assigned by the District for the applied water use of the crop upon that portion of the land that is to use the Water User's well water during the irrigation season. Such well water shall be pumped by Well Owner at times specified by the District's Water Operations Department for the area where Well Owner's groundwater supply and pumping facility is developed, and according to a written schedule set and developed by the District. Any water pumped by Well Owner outside the bounds of the pumping schedule set by the District shall not be counted toward the Well Owner's pumping obligation under this agreement or compensated by the District in any way.

7. Well Specifications

Well Owner's well must meet or exceed the minimum specifications as set forth in the Well Application Form (Attachment A).

8. Groundwater Quality Standard

Groundwater pumped into any District canal must meet the standards that are set forth by the California Department of Water Resources and the United States Bureau of Reclamation in the *Draft Technical Information for Preparing Water Transfer Proposals*¹. The primary component of water quality to be tested is specific conductance.

9. Price

¹ DRAFT Technical Information for Preparing Water Transfer Proposals: Information for Parties Preparing Proposals for Water Transfers Requiring Department of Water Resources or Bureau of Reclamation Approval. November 2014. Prepared by Department of Water Resources and United States Bureau of Reclamation.
http://www.water.ca.gov/watertransfers/docs/2019_Water_Transfer_White_Paper.pdf

For water pumped pursuant to this agreement, the District will collect an administrative fee of \$2.00 per acre-foot for well water applied directly onto a field, or \$3.00 per acre-foot for well water transported through any portion of the District's conveyance system. The purpose of the fee is to recover the costs of operating the Private Well Supply Program activities from those Well Owners that benefit from the program. The costs of operating the program include staff and equipment time necessary for activities such as monitoring, measuring, inspection and billing. The Board of Directors will establish the administrative fee and Well Owner shall be invoiced after all pumping under this agreement has been completed.

10. Well Failure

Well Owner agrees that the risk of a well failure rests solely with Well Owner and in the event of a well failure that cannot be repaired in a timely manner, the District reserves the right to terminate water service to subject lands without regard to potential crop damage that may result from such termination of water service.

11. Indemnification and Hold Harmless

Well Owner shall indemnify, defend and hold the District, its employees, officers, directors, agents, and consultants free and harmless from any and all claims, damages, expenses, liability, or costs of whatsoever nature incurred or suffered by District, its employees, directors, agents, officers, and consultants which arise from or are in any way related to the work performed by Well Owner actions of District, except that Well Owner shall not be obligated to indemnify District for the sole negligence or willful misconduct of District. The terms and provisions of this clause to the agreement shall apply regardless of whether the District, its employees, directors, agents, officers, or consultants are claimed to be or may have been negligent or have unreasonably failed or omitted to take action.

12. Attorney Fees

In the event of a lawsuit or other legal proceeding arising out of this agreement or related to the subject matter of this agreement (including, but not limited to, an action to enforce any terms of this Agreement), the prevailing party shall recover from the other party fees and reasonable costs incurred in connection with such action or proceeding, including attorney's fees.

13. Renewal

This agreement does not automatically renew at the end of the 20__ irrigation season, which ends on October 31, 20___. Well Owner has no right to renegotiate or continue the terms of this agreement, or to commingle Well Owner's groundwater supply with District's water supply beyond the end of the 20__ irrigation season.

14. Entire Agreement

District and Well Owner understand and agree that the terms and provisions of this agreement constitute the entire agreement of the parties and may not be modified or altered except by further written agreement of the parties.

15. Assignment

The parties agree that this agreement may not be assigned without first obtaining the written consent of the District.

16. Binding

The terms and provisions of this agreement are binding upon the heirs, successors in interest, and assigns of all parties hereto.

17. Time is of the Essence

Time is of the essence for the performance of each of the terms and provisions of this agreement.

IN WITNESS WHEREOF the parties hereto have executed their names on the date first written above.

GLENN-COLUSA IRRIGATION DISTRICT

DATE

WELL OWNER

DATE