



Westlands Water District

3130 N. Fresno Street, P.O. Box 6056, Fresno, California 93703-6056, (559) 224-1523, FAX (559) 241-6277

January 20, 2017

This notice contains important information about the following:

- **Section 215 Water**

Section 215 Water

The Bureau of Reclamation announced the availability of Section 215 water for south-of-Delta water service contractors that can deliver water from the Mendota Pool. Section 215 Water could be available beginning Monday, January 23, 2017. It is anticipated that this temporary supply will discontinue on February 15, 2017, but its availability could be terminated at any time, depending on hydrologic conditions and project operations. This water is available now because Reclamation released previously-stored water from Friant Dam into the Mendota Pool. Section 215 refers to a section in the Reclamation Reform Act of 1982 that defines temporary water supplies and allows non-storable water to be applied to lands otherwise ineligible to receive federal water.

The District anticipates that 3,000 AF of Section 215 water will be conveyed from the Mendota Pool to the San Luis Canal. Water users that can generate demand and take delivery of Section 215 water as it is pumped from the Mendota Pool could submit the attached agreement to purchase Section 215 water. If water users currently do not have water in their accounts, they should contact the District about use. Water users will be required to deliver this water prior to February 28, 2017, and will not receive a refund for any undelivered Section 215 water. The cost for this water is estimated at \$200 per acre-foot.

The District plans to pre-allocate the Section 215 water into the accounts of those water users who request Section 215 water in order to provide an estimate on the volume of water available for delivery. The amount of Section 215 water allocation will depend on the number of water users that submit agreements and the requested amount in each agreement. If the total requested amount exceeds the available supply, then each water user that submits an agreement will receive an equal share of the supply, not to exceed the amount requested in the agreement.

The District plans to take delivery of Section 215 water and substitute it for deliveries made by water users that agreed to purchase the water until the Section 215 water is discontinued by Reclamation. Water users that can do so are encouraged to shift their irrigation and pre-irrigation schedule to January and February and/or refrain from using groundwater in order to avoid the risk of loss and to enjoy the aforementioned Section 215 Water. Moreover, water users who are considering the use of Section 215 water should consider how taking Section 215 water will affect the potential loss of rescheduled water or water that they will reschedule into the 2017-2018 contract year.

**2016-2017 AGREEMENT TO ACCEPT AND
PURCHASE SECTION 215 WATER**

Water User Name _____ Telephone No. _____

WWD Account No. _____ Amount Requested (AF) _____

I, herein, referred to as "Water User," hereby request that the District purchase on my behalf the amount of Section 215 water requested above for the March 2016-February 2017 Water Year and agree, as a condition of the allocation and furnishing of any Section 215 water during the water year and in accordance with the District's Regulations, policies, and applicable agreements, as follows:

1. To accept, if and when provided by the District, the total amount of Section 215 water requested herein. Notwithstanding the foregoing, the District will not allocate water to land for which charges or assessments have been delinquent for 30 days or more at the time water is allocated or to any land for which advance payment is required until such advance payment is received, or in lieu thereof security, in a form acceptable to the General Manager, for such payment has been provided.

2. To purchase the requested quantity of water if the District makes the water available. I understand, however, that I can revoke this agreement by written notice to the District, provided the District has not already agreed with other agencies to acquire water on my behalf.

3. Section 215 water will become available as it is acquired and is dependent on various factors, including excess capacity available in the CVP and State Water Project.

4. To pay the actual delivered cost of such water and to make all payments by the due dates specified in the District's Terms and Conditions for Agricultural Water Service.

5. The District, in its sole discretion and dependent upon actual water supplies, may withdraw water made available for allocation, and reduce my outstanding water request by the same amount, if any advance payment for such water is delinquent for 30 days or more.

6. That Section 215 water must be used before March 1, 2017, and notwithstanding the District's Rules and Regulations for the Allocation of Agricultural Water may not be rescheduled.

7. Except as otherwise provided by the District, to remain liable to the District for any unused portion of the water unless the District is able to sell the water to another water user or the water has been transferred to another water user.

8. To comply with the Terms and Conditions for Agricultural Water Service and the Regulations for the Allocation of Agricultural Water, copies of which will be furnished upon request, both of which are incorporated herein as though set forth at length.

9. Allocation calculations will be based on the available supply and the number of water users that submit an agreement for Section 215 water. Each water user will receive an equal share of the supply, not to exceed the amount requested in the agreement.

10. The District will notify Water User as to the amounts of water allocated to him and maintain a record of the revisions, if any, of his allocated water supply.

11. The District may use any funds held for the benefit of or on behalf of the water user to pay or offset any monetary obligation the water user has to the District.

12. I understand that allocation, use, and payment of this water are subject to Westlands Water District Regulations and the Terms and Conditions for Agricultural Water Service.

13. Water User hereby further agrees that there are no intended third party beneficiaries to this Agreement and nothing contained herein, expressed or implied, is intended to give to any person, partnership, corporation, joint venture, limited liability company or other form of organization or association any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the Water User or District shall be for the sole and exclusive benefit of the Water User or District.

Date _____ Print Name _____

Signature _____

Please complete this agreement and return it to the Fresno Office by close of business, January 25, 2017, or as soon thereafter as possible. Requests received after the District submits its initial request will be filled on a first-come, first-served basis. Mail it to: Westlands Water District, P.O. Box 6056, Fresno, CA 93703, or fax to (559) 241-6276.