

**2023-2024 APPLICATION AND AGREEMENT TO ACCEPT AND
PURCHASE A TIERED PUMPING ALLOCATION**

Groundwater User Name _____ Email Address: _____

Telephone No.: _____

WWD Account No. _____ Amount Requested (AF) _____

Gross Acre Total _____ AF/Gross Acre Requested* _____

*Each Groundwater User agrees to pay the listed charge based on the tier of pumping category described below:

- Tier 1: Approximately \$650 per AF for up to an additional 0.3 AF per Gross Acre;
- Tier 2: Approximately \$750 per AF for up to an additional 0.1 AF, above Tier 1; and
- Tier 3: Approximately \$1,000 per AF for up to an additional, but no more than 0.3 AF per Gross Acre, above Tier 2.

I, herein referred to as "Groundwater User", hereby request the allocation in excess of the 1.3 AF/Gross Acre maximum for the March 2023 – February 2024 Contract Year, as provided above and incorporated herein by this reference ("Tiered Pumping Allocation") and agree, as a condition of that allocation, as follows:

1. To accept, if and when provided by the District, the Tiered Pumping Allocation. Notwithstanding the foregoing, the District will not make that allocation to the Groundwater User if the Groundwater User (a) has charges or assessments that have been delinquent for 30 days or more at the time Tiered Pumping Allocation is available or (b) has an ownership interest in 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.
2. To make the payment required for the requested Tiered Pumping Allocation if the District makes the Tiered Pumping Allocation available. I understand, however, that the District is relying on the Groundwater User's obligation to purchase the requested Tiered Pumping Allocation to acquire Sustainable Groundwater Management Act ("SGMA") Substitute Water, as that term is defined in Article 1 of the Regulations for the Groundwater Allocation Program and Use of Groundwater within the Westside Subbasin. Groundwater User agrees that it can revoke this agreement by written notice to the District, provided the District has not already committed to acquire SGMA Substitute Water.
3. Tiered Pumping Allocation will become available and may begin as soon as reasonably possible after the District has acquired SGMA Substitute Water, which is dependent on various factors, including Article 2.10 of the District's Rules and Regulations and excess capacity available in the Central Valley Project and State Water Project.
4. To pay the cost required for Tiered Pumping Allocation, as set for above and incorporated herein, and to make all payments specified prior to the groundwater allocation.

5. The District, in its sole discretion and dependent upon actual SGMA substitute water supplies available to the District for the year, may withdraw Tiered Pumping Allocation made available for allocation, and reduce my Tiered Pumping Allocation request by the same amount.
6. Except as otherwise provided by the District, to remain liable to the District for any unused portion of the Tiered Pumping Allocation unless another Groundwater User agrees to acquire the Tiered Pumping Allocation.
7. To comply with the Terms and Conditions of the Westlands Water District Agricultural Water Service Agreement, and Westlands Water District Groundwater Sustainability Agency's Article 1: Regulation for the Groundwater Allocation Program and Use of Groundwater within the Westside Subbasin, copies of which will be furnished upon request, both of which are incorporated herein as though set forth at length.
8. Tiered Pumping Allocations will be based on gross acres as determined by Fresno County, Kings County, or the District measurements.
9. The District will notify Groundwater User as to the amounts of Tiered Pumping Allocation available and will maintain a record of revisions, if any, of the Tiered Pumping Allocation.
10. The District may use any funds paid by the Groundwater User to the District under this Agreement to pay or offset any monetary obligation Groundwater User has to the District, including obligations associated with Tiered Pumping Allocation.
11. 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 Groundwater User or the District shall be for the sole and exclusive benefit of Groundwater User or the District.

Date _____ Print Name _____

Signature _____

Please complete this agreement and return it to the Fresno Office no later than close of business, September 30, 2022 by mail, facsimile, or attachment via email.

- **Mail to: Westlands Water District, P.O. Box 6056, Fresno, CA 93703. Postmarked by the due date is considered timely. You may also hand deliver the agreement to the District's Fresno Office, at 3130 N. Fresno Street.**
- **Scan and email to: customeraccounting@wwd.ca.gov**
- **Facsimile to: (559) 241-6276**