

## AGREEMENT TO TURN BACK 2023-2024 CENTRAL VALLEY PROJECT CONTRACT WATER

Water User Name \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

WWD Account No. \_\_\_\_\_ Turn Back Amount Requested\* (AF) \_\_\_\_\_

Note:

\* Must not exceed 25 percent of remaining supply

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I, herein referred to as "Water User", hereby request that the District accept return of 2023-2024 Water Year Central Valley Project (CVP) Contract Water requested amount above (Turn Back Water) and agree, as a condition of returning said water and in accordance with the District's Regulations, policies, and applicable agreements, as follows:

1. To make available, if and when required by the District, the Turn Back Water requested herein. Notwithstanding the foregoing, the District will not accept Turn Back Water from land for which charges or assessments are delinquent at the time Turn Back Water is required by the District or from 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 make available Turn Back Water if the District determines it so requires. I understand, however, that I can revoke this agreement by written notice to the District.
3. Turn Back Water will be accepted as soon as reasonably possible after it is made available to the District, which is dependent on various factors, including the District's recharge capacity and authorized funding to use Turn Back Water for groundwater recharge.
4. To pay \$46.01 for each acre foot of Turn Back Water the District accepts, to make payment for such Turn Back Water at the time payment is requested 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 District requirements for groundwater recharge supplies for the year, may decline to accept Turn Back Water, and reduce my outstanding Turn Back Water request by the same amount, if I am delinquent on any amount owed to the District.
6. Except as otherwise provided by the District, to remain liable for any water remaining in Water User's account.

7. To comply with the Terms and Conditions of the Westlands Water District Agricultural Water Service Agreement, 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.

8. To comply with the District's Sustainable Groundwater Management Act regulations and specifically Article 1, as may be amended, which is titled: "Regulations for the Groundwater Allocation Program and Use of Groundwater within the Westside Subbasin", a copy of which will be furnished upon request, and is incorporated herein as though set forth at length.

9. Return calculations will be based on irrigable acres as determined by U. S. Farm Service Agency or District measurements.

10. The District will notify Water User as to the amounts of Turn Back Water accepted by the District and will maintain a record of revisions, if any, of the Turn Back Water supply.

11. The District may use any funds held for the benefit of or on behalf of Water User to pay or offset any monetary obligation Water User has to the District, including obligations associated with Turn Back Water.

12. 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 Water User or the District shall be for the sole and exclusive benefit of Water 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 8, 2023 by mail, facsimile, or attachment via email.**

- **Mail to: Westlands Water District, P.O. Box 6056, Fresno, CA 93703. 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](mailto:customeraccounting@wwd.ca.gov)**
- **Facsimile to: (559) 241-6276**