

**AGREEMENT FOR ONE-TIME DOMESTIC WELL MITIGATION UNDER THE CHOWCHILLA SUBBASIN
DOMESTIC WELL MITIGATION PROGRAM**

This Agreement for One-Time Domestic Well Mitigation under the Chowchilla Subbasin Domestic Well Mitigation Program (Program) is entered into this ____ day of _____ 20__ (the “Effective Date”), by and between _____ (hereinafter referred to as “Landowner”) and the Chowchilla Water District GSA (Chowchilla WD), Madera County GSA – Chowchilla (Madera County), Merced County GSA – Chowchilla (Merced County), and Triangle T Water District GSA (Triangle T WD) (collectively hereinafter referred to as the “Parties”).

RECITALS

- A. **WHEREAS**, groundwater and surface water resources within the Chowchilla Subbasin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-022.05) (Subbasin) are vitally important resources, in that they provide the foundation to maintain and fulfill current and future environmental, agricultural, domestic, municipal, and industrial needs, and to maintain the economic viability, prosperity, and sustainable management of the Subbasin; and
- B. **WHEREAS**, agriculture has been prominent in making Madera County and Merced County one of the world’s foremost agricultural areas and plays a major role in the economy of both Madera County and Merced County; and
- C. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014. and went into effect on January 1, 2015; and
- D. **WHEREAS**, the Subbasin has been designated by the California Department of Water Resources (DWR) as a high-priority subbasin in a condition of critical groundwater overdraft and is subject to the requirements of SGMA; and
- E. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a Groundwater Sustainability Agency (GSA), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and
- F. **WHEREAS**, in accordance with Resolution No. 2016-17, Chowchilla Water District elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit C; and

- G. **WHEREAS**, in accordance with Resolution No. 2017-014, the County of Madera elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit C; and
- H. **WHEREAS**, in accordance with Resolution No. 2017-15, County of Merced elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit C; and
- I. **WHEREAS**, in accordance with Resolution No. 17-7, Triangle T Water District elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit C; and
- J. **WHEREAS**, on January 29, 2020, the Parties submitted a GSP to DWR; and
- K. **WHEREAS**, on July 27, 2022, the Parties submitted a Revised GSP to DWR; and
- L. **WHEREAS**, the Parties agree, and as SGMA allows, a transition to sustainability over the 20-year GSP Implementation Period is in the best overall interest of the Subbasin, although this approach is expected to result in some continued groundwater level declines during the GSP Implementation Period; and
- M. **WHEREAS**, the Parties agree that as a result of the continued decline in groundwater levels anticipated to occur over the GSP Implementation Period, there may be adverse impacts to some domestic wells in the Subbasin; and
- N. **WHEREAS**, the Parties have reviewed and considered the content and recommendations set-forth by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, "Framework for a Drinking Water Well Impact Mitigation Program."; and
- O. **WHEREAS**, the Parties have agreed to mitigate for domestic well impacts resulting from declining groundwater levels that occur from groundwater management activities as outlined in the Program Memorandum of Understanding (MOU) signed by all Parties; and
- P. **WHEREAS**, the Parties agree that for the purposes of this Agreement, a domestic well is a groundwater well with a de minimis level of extraction, two acre-feet or less (of groundwater) per year, whose primary purpose is serving domestic needs.
- Q. **WHEREAS**, the Landowner owns certain real property within the Subbasin as set-forth in Exhibit A; and
- R. **WHEREAS**, the Landowner has submitted a complete Program Application, inclusive of an initial assessment of the well completed by one of the Preferred

Contractors set-forth in Exhibit D, that clearly identifies and documents the current of anticipated operational issue(s); and

- S. **WHEREAS**, the Landowner has paid the one-time fee; and
- T. **WHEREAS**, as set-forth in Exhibit B, the Parties have determined through detailed technical analysis that the Landowner is eligible for Mitigation under the Program; and
- U. **WHEREAS**, the Landowner agrees that said Mitigation will only be provided one time for any given domestic well; and
- V. **WHEREAS**, the Landowner consents to recordation of this Agreement on the real property set-forth in Exhibit A.
- W. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties and the Landowner agree to mitigation under the Program for current or anticipated domestic well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the GSP as follows:

AGREEMENT

- 1. **PROGRAM ELIGIBILITY.** Landowner must have submitted a complete Program Application inclusive of the initial assessment, paid the one-time fee, be the owner of record for the real property set-forth in Exhibit A, successful qualified for mitigation under the Program as set-forth in Exhibit B, and said real property must fall within the boundaries of the Subbasin as set-forth in Exhibit C.
- 2. **INCOME ELIGIBILITY.** Participation in the Program shall not be limited or otherwise dictated by the Landowner's income.
- 3. **IMPLEMENTATION REVIEW COMMITTEE.** As necessary and as directed by the Parties, an Implementation Review Committee may be established to review the Program, inclusive of Program eligibility. The composition of such Implementation Review Committee shall be established by the Parties.
- 4. **CONTINUING EDUCATION.** Through execution of this Agreement, Landowner acknowledges and confirms having successfully completed "The Private Well Class" evidence of which is set-forth in Exhibit F. The Private Well Class is a collaboration between the Rural Community Assistance Partnership and the University of Illinois, through the Illinois State Water Survey and the Illinois Water Resource Center, and funded by the U.S. Environmental Protection Agency (<https://privatewellclass.org/enroll>).

5. **ACCESS.** Landowner agrees to access by the Parties, Preferred Contractors, and/or other parties as deemed appropriate at the sole discretion of the Parties. In all cases, the Parties agree to provide at least 24-hour's notice of intent to access the real property set-forth in Exhibit A.
6. **PREFERRED CONTRACTORS.** The Parties wish to ensure that any and all analysis, inspection, and eligible mitigation be completed by competent and qualified contractors. The Preferred Contractors set-forth in Exhibit D have been thoroughly vetted by the Parties and have sufficiently demonstrated said competency and qualifications.
7. **PRELIMINARY INSPECTION PROCESS.** The preliminary inspection process shall include, but is not limited to:
 - a. Review of initial assessment provided by the Landowner
 - b. Review water level data
 - c. Depth of new well
 - d. Applicability and nexus to other regional programs

Findings of the preliminary inspection process and the final eligibility determination are as set-forth in Exhibit B.

8. **PRIORITY.** The Program will be operated on a first-come, first-serve basis as of the date a completed and submitted Program Application is received by the Program Manager. No priority other than first-come, first-serve will be allowed.
9. **ELIGIBLE MITIGATION.** Eligible mitigation shall be limited to the mobilization, drilling, well construction, development, and de-mobilization necessary to facilitate the drilling of one new domestic well or consolidation with an existing domestic water system as defined herein with the sole intent of mitigating for declining groundwater levels beginning no earlier than January 31, 2020.
10. **NON-ELIGIBLE MITIGATION.** The Parties shall only be responsible for providing Mitigation in accordance with this Agreement. Landowners shall be solely responsible for all other costs arising from construction of a new well or consolidation with an existing domestic water system, including without limitation, landscaping, hardscaping, trenching and installation of private water service facilities, increased electrical costs, modifying residential plumbing, removing and disposing of any pressure tanks or other facilities related to the domestic well, abandoning the domestic well, obtaining any required permits or inspections, appurtenant facilities such as pumps, motors, wire, pipe adapters, valves, clamps, couplings, spacers, gauges, wrap, pressure tanks, switches, and adapters, and any other related fees or expenses. Landowners connecting to an existing domestic water system shall be required to satisfy all requirements and/or rules of service as may be required by the owner of the existing domestic water system.
11. **MAXIMUM MITIGATION AWARD.** To the extent sufficient funding exists, the maximum mitigation award provided under the Program shall be \$30,000. In no case, is the maximum mitigation award guaranteed and the Parties retain exclusive control over the determination of the maximum mitigation award for the real property set-forth in Exhibit

A. The Parties shall be responsible for the maximum mitigation award or the actual cost of the mitigation, whichever is less. Nothing in this Agreement prevents the Landowner from seeking additional and/or alternate funding mechanisms beyond the Mitigation provided by the Program.

12. **MONITORING.** The Landowner agrees to allow the Parties the right to monitor groundwater levels in the new well as part of participation in the Program. Landowner agrees to the public use of any and all groundwater level data that may be collected for the purposes of complying with SGMA or as deemed appropriate by the Parties. The Parties right to monitor groundwater levels in the new well does not alter or otherwise modify the terms and conditions of this Agreement nor does it obligate the Parties to any additional responsibility beyond that set-forth herein.
13. **RECORDATION OF MITIGATION AWARD.** Eligible Mitigation provided under the Program shall only occur once per domestic well and shall run with the real property set-forth in Exhibit A. This Agreement shall be recorded with the County of Madera or the County of Merced and shall bind the Landowner and/or their heirs and assigns. This Agreement shall be fully executed, but recordation will not occur until mitigation is complete. Applicable well drillers log and site map shall be included as Exhibit E to this Agreement.
14. **WARRANTY.** The Parties shall make all reasonable attempts to ensure that the Mitigation provided under this Program meets the intent of the GSP and is based on the best available information. Landowner agrees that the Mitigation provided under this Program is a one-time mitigation to address a decline in groundwater levels and shall hold the Parties or their successor(s) harmless from any and all future claims arising from participation in the Program.

IN WITNESS WHEREOF, the Landowner and the Parties have caused this Agreement to be executed, each signatory hereto represents that he/she has been appropriately authorized to enter into this Agreement on behalf of the Party whom he/she signs.

Landowner

Date

Authorized Representative of the Parties

Date

EXHIBIT A

INSERT COPY OF DEED HERE

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EXHIBIT B

ELIGIBILITY DETERMINATION

DRAFT

EXHIBIT C

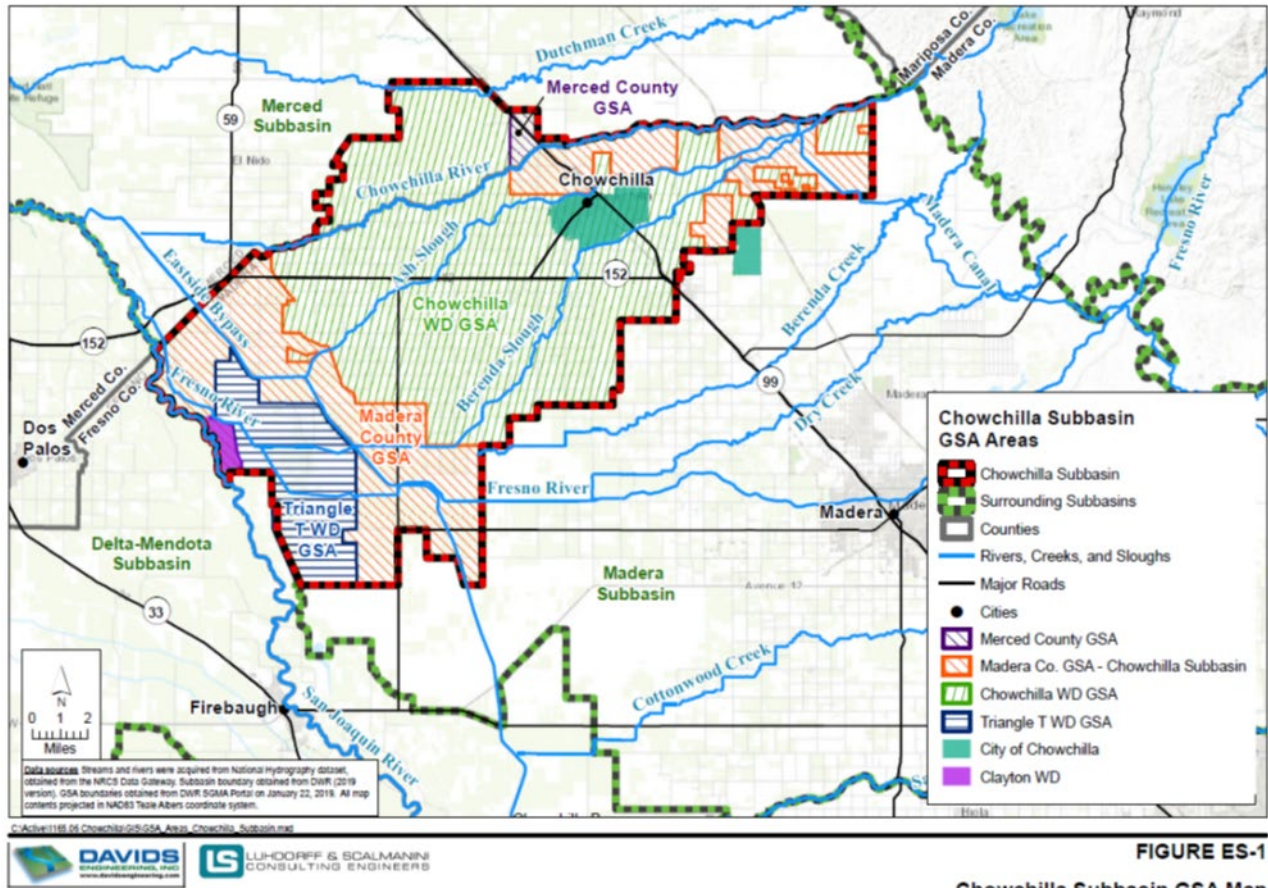


EXHIBIT D

**INSERT PREFERRED CONTRACTORS HERE – TWO LISTS: (A) PUMP COMPANIES (INITIAL ASSESSMENT)
AND (B) WELL (DRILLING OF NEW WELL), CAN ONLY BE ON ONE LIST**

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EXHIBIT E

INSERT WELL DRILLERS LOG AND SITE MAP HERE

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EXHIBIT F

INSERT PROOF OF CONTINUING EDUCATION HERE

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