

ARIZONA DEPARTMENT OF WATER RESOURCES
Water Management Division
3550 North Central Ave, 2nd Floor
Phoenix, Arizona 85012-2105
Phone (602) 771-8585 Fax (602) 771-8689

MAY 21 2009

APPLICATION FOR A RECOVERY
WELL PERMIT (§ 45-834.01)

APPLICATION FEE OF \$ 50.00 PER WELL FOR
THE 1ST 10 WELLS PLUS \$ 10.00 PER WELL
THEREAFTER IS DUE UPON FILING.

PERMIT FEE (SAME AS APPLICATION FEES), PLUS
NOTICE AND PUBLICATION FEES TO BE DETERMINED,
ARE DUE PRIOR TO ISSUANCE OF PERMIT.

PLEASE SUBMIT ONE ORIGINAL AND TWO COPIES OF THE
COMPLETED APPLICATION AND ALL SUPPORTING MATERIALS.

FOR OFFICE USE ONLY

Application No.: 74-553424.0009

Date Received: 5-21-09

- Name of Applicant: City of Avondale

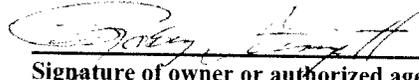
<u>399 E. Lower Buckeye Road, Suite 100</u>	<u>Avondale</u>	<u>AZ</u>	<u>85323</u>
Mailing Address	City	State	Zip

Contact Person Robin Stinnett Telephone 623-333-4449 Fax 623-333-0440
- Name of Active Management Area or Irrigation Non-Expansion Area if applicable, and name of groundwater basin and subbasin where the facility will be located Phoenix AMA, West Salt River Valley Subbasin
- Name of the owner(s) of the land where wellsites are located City of Avondale
Mailing Address 399 E. Lower Buckeye Road, Suite 100, Avondale, AZ 85323
(If more than one owner, attach a list showing corresponding land owner and well registration number(s)).
- Legal description of the land where water will be used City of Avondale service area
(quarter/quarter/quarter/section, township and range)
- The recovered water will be used for Municipal

I (We), Robin Stinnett, the applicant(s) named in this application, do hereby certify under the penalty of perjury, that the information contained and statements made herein are to the best of my (our) knowledge and belief true, correct and complete.

623-333-4449

Telephone


Signature of owner or authorized agent

Water Resources Planning Manager

Title

399 E. Lower Buckeye Road, Suite 100

Avondale

AZ

85323

Mailing Address

City

State

Zip

STATE OF ARIZONA

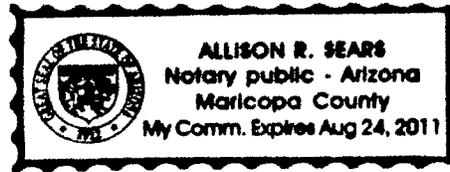
County of Maricopa)

)
) ss.

Subscribed and sworn to before me this 14th day of April, 2009.


Notary Public

August 24, 2011
My commission expires:





WATER ENGINEERING & TRANSMISSION

Mail Station: PAB103

P. O. Box 52025

Phoenix, Arizona 85072-2025

E-mail: pacherri@srpnet.com

(602) 236-2460

Fax (602) 302-9798

Ms. Robin Stinnett

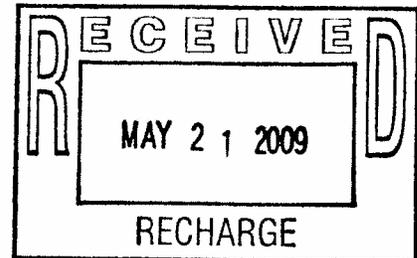
WДУА Authorized Representative

399 E. Lower Buckeye Rd., Ste. 100

Avondale, AZ 85323

PAUL A. CHERRINGTON
MANAGER

May 11, 2009



RE: Credit Recovery Program Letter Agreement

Dear Ms. Stinnett:

As requested, the purpose of this letter agreement ("Agreement") is to outline the terms for the City of Avondale ("City") to use the Member Land Credit Recovery Program ("CRP"). The CRP was approved by the Association's Board of Governors in 1999, and was created to (1) allow those municipalities who have a Water Delivery and Use Agreement ("WДУА") with the Association to use Association or Salt River Project Agricultural Improvement and Power District ("District") (Association and District are jointly referred to as the Salt River Project, or "SRP") wells for the recovery of City Water [such as Central Arizona Project water, surface water that is not Entitlement Water (as defined in the WДУА), effluent, etc.], and (2) use such recovered City Water on Member Land in substitution of SRP groundwater in order to assist the City in meeting the state's assured water supply rule requirements and the goals of the 1980 Groundwater Management Act with respect to groundwater use.

The terms of this Agreement are as follows:

1. The City must have a valid WДУА in place and qualified long-term storage (LTS) credits (e.g., Central Arizona Project water, surface water that is not Entitlement Water, effluent) on account with the Arizona Department of Water Resources (ADWR).
2. The CRP shall be administered in accordance with this Agreement and the WДУА between the City and the Association. If any aspect of this Agreement is found to be inconsistent with the WДУА, the WДУА shall govern.
3. Unless otherwise agreed by the City and Association WДУА Authorized Representatives and allowed by law:
 - a. The City shall be responsible for obtaining and maintaining all appropriate permits from ADWR, including but not limited to a Recovery Well Permit for those SRP wells located within the City's water service area to be used for recovery purposes pursuant to this Agreement.

- b. By signing this Agreement, for the purposes set forth in this Agreement, the Association consents to (1) the City's use of certain SRP wells, and (2) the acquisition by the City of a Recovery Well Permit from ADWR. Association shall provide any pertinent documentation required by ADWR from the Association in order for the City to obtain a Recovery Well Permit.
 - c. Only those SRP wells located within the City's water service area may be used by the City pursuant to the CRP (see Attachment 1 for the list of SRP wells that are located within the City's water service area; subject to revision).
 - d. Water recovered by the City shall be on an annual basis pursuant to A.R.S. §45-851.01. If recovery on an annual basis is not available or allowable under law, then City LTS credits already on account with ADWR pursuant to A.R.S. §45-852.01 shall be used for recovery purposes.
4. The City shall notify the Association within sixty (60) days from the date of this Agreement of the City's intent to use the CRP during calendar year 2009. For subsequent years, the City shall notify the Association by November 30 of the then current year of the City's intent to use the CRP during the following calendar year. The notice to the Association shall include the following information:
- a. Approximate amount of water to be recovered in the upcoming year.
 - b. Type(s) of water (annual or LTS credits) to be recovered.
 - c. Any other CRP related information requested by the Association.

The Association shall notify the City within thirty (30) days after the receipt of such notification of the Association's ability to provide such services, and if so, to what extent.

5. Annual Administration Fee:

The City shall pay the Association an annual administration fee of \$1,835.35 as follows:

- a. For 2009, the City shall pay the Association within one month of execution of this Agreement. For subsequent years, billing and payment shall be administered pursuant to then current Association billing and payment policies and procedures.
- b. Beginning in January 2010 and every January thereafter, this fee shall be adjusted by multiplying the previous year's fee by the following formula:(third quarter Price Index of the Gross Domestic Product for the Previous Year/third quarter Price Index of the Gross Domestic Product for the Year Prior to the Previous Year¹).
- c. The City shall receive a credit or refund for the annual administration fee

¹ As such index is determined by the U.S. Department of Commerce's Bureau of Economic Analysis.

provided in this section 5 in any year in which the City did not use the CRP pursuant to this Agreement.

6. Use of the CRP by the City pursuant to this Agreement shall not entitle the City to any credit for, or changes to, any WDUA related fees (assessments, water delivery charges, etc.).
7. Recovery and Use:
 - a. The City acknowledges that water recovered by the City pursuant to this Agreement:
 - i. Shall be treated by the Association as Entitlement Water that is groundwater (such as Developed Water, Pump Right Water, or Supplemental Supply Water) pursuant to current Association water accounting policies and procedures.
 - ii. Cannot be used as a water exchange source for the purposes set forth in Section 15 of the WDUA.
 - iii. Must be used on Eligible Lands only.
 - b. Association acknowledges that water recovered by the City pursuant to this Agreement shall be accounted for as that type of water which the City had a right to recover pursuant to the City's Recovery Well Permit (Central Arizona Project water, surface water that is not Entitlement Water, effluent, etc.).
8. The City acknowledges the following:
 - a. Association or District use of Association or District wells shall be higher in priority than the City's use of Association or District wells pursuant to this Agreement.
 - b. Association reserves the right to limit the use of the CRP at any time upon providing at least thirty days advance written notice to the City. However, in the event of an Association or District emergency, the Association may be unable to provide advance written notice, but shall provide such notice to the City as soon as possible.
9. Association acknowledges that the City shall not be liable for any minimum recovery amount by signing this Agreement, or by providing Association with the information required in section 4 above.
10. This Agreement shall terminate on the earliest of the following:
 - a. The date on which the WDUA is terminated.
 - b. On the thirtieth (30th) day after a party to this Agreement receives written notice of termination of this Agreement by the other party.

My signature serves as the Association's acceptance of the above terms. Please sign and date both copies of this Agreement below to indicate the City's

acceptance of the above terms. Then, please return one fully-executed original copy of this Agreement to me at the address above.

If you have any questions on the CRP, please call Mr. Jeff Ehlers at (602) 236-5504.

Sincerely,



Paul. A. Cherrington
Association WDUA Authorized Representative

Agreed: 
City WDUA Authorized Representative

Date: May 15, 2009

Cc: Dave Roberts
Cheryl Zittle

Attachment 1
List of Association and District Wells Located Within City of Avondale Water Service Area for CRP Purposes
 5/11/2009 Subject to Revision

ADWR No. (55-)	SRP No.	Location (Cadastral)	Capacity (GPM)	Depth (Feet)	Diameter (Inches)	Max. Volume (AF/YR)	Construct Date	Comments
201730	01.0E07.1N	A(2-1)03DDDD	2,145	721	20	3,461	2004	Direct Connect (City Well #17)*
217538	00.4W03.3N	B(1-1)13DCB	2,620	470	20	4,226	2008	Direct Connect (City Well #28)*

* Currently listed in Exhibit 4.20 of the WDU A (dated 12/1/2008).