

ARIZONA WATER BANKING AUTHORITY
Wednesday, April 19, 2006

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Arizona Water Banking Authority
3550 N. Central Avenue, Phoenix, Arizona 85012
Telephone 602-771-8487
Fax 602-771-8685
Web Page: www.awba.state.az.us

PLEASE POST

NOTICE OF PUBLIC MEETING

Pursuant to A.R.S. § 38-431.02, notice is hereby given that there will be a meeting of the Arizona Water Banking Authority Commission on Wednesday, April 19, 2006 at 10:00 a.m. at the Arizona Department of Water Resources, 3550 North Central Avenue, Phoenix, Arizona 85012, Upper Verde Conference Room. The meeting is open to the general public.

Dated this 17th day of April, 2006

FINAL AGENDA

Arizona Water Banking Authority Commission Meeting

Members of the commission will attend either in person or by teleconference.

- I. Welcome/Opening Remarks
- II. Water Banking Staff Activities
 - Groundwater Savings Facility and Water Storage Permits
 - Settlement Legislation
- III. Approval of Agreement Between the Arizona Water Banking Authority and Gila River Indian Community for Storage of Central Arizona Project Water at a Groundwater Savings Facility
- IV. Call to the Public

**All visitors must use the south elevators; please stop at the 2nd floor to sign-in and receive a visitor's badge. Badges are to be displayed at all times. Visitors are also required to sign out and return their badges. Thank you for your assistance.*

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Virginia O'Connell at (602) 771-8491. Requests should be made as early as possible to allow time to arrange the accommodation.

**AGREEMENT BETWEEN
THE ARIZONA WATER BANKING AUTHORITY
AND GILA RIVER INDIAN IRRIGATION AND DRAINAGE DISTRICT OF THE GILA
RIVER INDIAN COMMUNITY
FOR STORAGE OF CENTRAL ARIZONA PROJECT WATER
AT A GROUNDWATER SAVINGS FACILITY**

1. The ARIZONA WATER BANKING AUTHORITY (“AWBA”) and the Gila River Indian Irrigation and Drainage District (GRIIDD) of the Gila River Indian Community (“Facility Operator”) enter into this Agreement this ____ day of 2006.

2.
 - 2.1 The purpose of this Agreement is to provide for the storage of Central Arizona Project water, which the AWBA is legally entitled to store, at the Groundwater Savings Facility operated by the Facility Operator.
 - 2.2 The Parties recognize that this Agreement is one of a series of agreements entered into by the AWBA to provide for the storage of Central Arizona Project water. These agreements include the Intergovernmental Agreement among the Arizona Department Of Water Resources, Arizona Water Banking Authority, and Central Arizona Water Conservation District, dated July 1, 2002, and the Agreement Between the Central Arizona Water Conservation District and the Arizona Water Banking Authority Providing for the Delivery of Excess Central Arizona Project Water, dated July 14, 2005. These agreements, in turn, are subject to certain agreements entered into by the Central Arizona Water Conservation District regarding the operation of the Central Arizona Project. These agreements include Contract No. 14-06-W-245, Amendment No. 1, dated December 1, 1988, between the United States and the Central Arizona Water Conservation District, and Stipulation Regarding a Stay of Litigation, Resolution of Issues During the Stay and for Ultimate Judgment upon the Satisfaction of Conditions, filed with the United States District Court on May 3, 2000, in Central Arizona Water Conservation District v. United States, No. CIV 95-625-TUC-WDB

(EHC), No. CIV 95-1720-PHX-EHC (Consolidated Action). The Parties to this Agreement recognize and agree that this Agreement is subject to the agreements referenced in this Section 2.2 and that in the event of any inconsistency between this Agreement and agreements referenced, the provisions of the agreements referenced shall be controlling.

2.3 The Parties agree that the Central Arizona Water Conservation District shall have rights as a third party beneficiary to enforce certain provisions that are specified in this Agreement.

3. In this Agreement, the following terms shall have the following meanings:

3.1 "ADWR" shall mean the Arizona Department of Water Resources.

3.2 "Authority Water" shall mean water made available by CAWCD to the AWBA on an annual basis for underground storage pursuant to the terms of the Excess CAP Water Contract between the AWBA and CAWCD, which water would not otherwise have been used within Arizona.

3.3 "CAP" shall mean the Central Arizona Project.

3.4 "CAWCD" shall mean the Central Arizona Water Conservation District.

3.5 "Party or Parties" shall mean either one, or in the plural, both of the parties to this Agreement.

3.6 "Community" shall mean the Gila River Indian Community.

3.7 "State" shall mean the State of Arizona.

3.8 "Year" shall mean the current calendar year.

3.9 Definitions specified in A.R.S. § 45-802.01 are applicable to this Agreement.

The first letters of terms so defined are capitalized.

4. This Agreement shall terminate on December 31, 2008 unless the Parties agree in writing to extend the term or unless it is sooner terminated or cancelled in accordance with Section 13.

5. The delivery and use of water under this Agreement are conditioned on the following, and the Parties agree that:
 - 5.1 All uses of Authority Water shall be consistent with Arizona water law and with federal law applicable to the CAP.
 - 5.2 Authority Water made available pursuant to this Agreement shall be used only at the Groundwater Savings Facility for which the Facility Operator has obtained and continues to maintain Groundwater Savings Facility Permits, Nos. 72-_____, and 72-_____ -or modifications or renewals of that permit. The Facility Operator shall be responsible for all expenses and administrative requirements, including filing annual reports with the ADWR, associated with maintaining the Groundwater Savings Facility permit. The Facility Operator's use of Authority Water at such Groundwater Savings Facility shall at all times comply with the plan of operation of the Groundwater Savings Facility Permit. If such Groundwater Savings Facility Permit is canceled or expires for any reason the Facility Operator shall immediately notify the AWBA and deliveries of Authority Water to the Facility Operator may, at the option of the AWBA, be discontinued immediately. The Facility Operator shall notify the AWBA if it files an application with the ADWR to amend its Groundwater Savings Facility permit.
 - 5.3 Authority Water made available to the Facility Operator pursuant to this Agreement shall be used within the Facility Operator's Groundwater Savings Facility for Water Storage purposes only.
 - 5.4 The Facility Operator shall cause historical or projected pumping of groundwater within the Facility Operator's Groundwater Savings Facility to be reduced by one acre-foot for each one acre-foot of Authority Water received

at the Facility.

- 5.5 The Facility Operator shall submit to the AWBA a monthly report of water use. The monthly report shall be in a form and submitted within a time that is acceptable to the AWBA and shall contain a report of water use by amount and type of water used.
 - 5.6 The AWBA shall obtain a Water Storage Permit from the ADWR to store water at the Facility Operator's Groundwater Savings Facility. The AWBA shall be responsible for all expenses and administrative requirements, including filing annual reports with the ADWR, associated with obtaining and maintaining the Water Storage Permit.
6. 6.1 On or before September 1 of each Year, the Facility Operator shall consult with the AWBA and provide a projection of the Facility Operator's water use by type and amount for each month of the following year, which the AWBA may use to develop its annual plan of operation for the following year.
 - 6.2 On or before December 1 of each Year, the AWBA shall return to the Facility Operator a final water delivery schedule based on the AWBA's annual plan of operation for the following year.
 - 6.3 The AWBA authorizes the Facility Operator to order Authority Water for delivery to the Groundwater Savings Facility directly from CAWCD in accordance with CAWCD water ordering procedures and the AWBA's approved plan of operation.
 - 6.4 The amounts, times and rates of delivery of Authority Water to the Facility Operator during any year shall be in accordance with the approved plan of operation of the Authority. Authority Water ordered by the Facility Operator in any Year shall not exceed the amounts designated for delivery to the

Facility Operator in that Year in the approved plan of operation of the Authority, unless approved by the Authority.

- 6.5 Monthly water deliveries may be amended upon the Facility Operator's request to CAWCD and the AWBA. The Facility Operator shall submit proposed changes to CAWCD and the AWBA prior to the desired change becoming effective. All changes shall be subject to review and modification by CAWCD and the AWBA.
 - 6.6 The Facility Operator shall hold the AWBA and CAWCD, their officers, agents, and employees, harmless on account of damage or claim of damage of any nature whatsoever arising out of or connected with water delivery schedules furnished by or to the Facility Operator.
7. 7.1 The AWBA may reduce or discontinue deliveries of Authority Water to the Facility Operator under this Agreement in one or more of the following events:
 - 7.1.1 The Facility Operator fails to file the monthly report(s) required by Section 5.5.
 - 7.1.2 The Facility Operator violates the permit or plan of operation associated with the Groundwater Savings Facility or takes any action that threatens the AWBA's ability to accrue Long-Term Storage Credits for Authority Water delivered to the Groundwater Savings Facility.
 - 7.2 The AWBA shall notify the Facility Operator and CAWCD of any determination to reduce or discontinue deliveries of Authority Water to the Facility Operator.

8. 8.1 The cost to the Facility Operator for each acre foot of Authority Water to be delivered under this Agreement will be \$20 (“Facility Operator’s Contribution”), which shall be the maximum amount for which the Facility Operator is responsible. The difference between the total cost for Authority Water and the Facility Operator’s Contribution shall be the responsibility of the AWBA.
- 8.2 On a payment schedule established by CAWCD, the AWBA and the Facility Operator shall pay CAWCD directly the amounts due for water ordered and delivered pursuant to the approved annual plan of operation.
- 8.3 The Facility Operator shall pay CAWCD in advance all amounts due as the Facility Operator’s Contribution for Authority Water scheduled for delivery under this Agreement; however, CAWCD has agreed to reimburse the Facility Operator for any portion of the Facility Operator’s Contribution which is attributable to Authority Water scheduled for delivery that is not subsequently delivered to the Facility Operator or to provide an equivalent credit against payment in the future of any fees owed CAWCD by the Facility Operator, should the Facility Operator so desire. CAWCD shall not be required to deliver water scheduled under this Agreement if the Facility Operator is in arrears in payment of any charges it is obligated to pay CAWCD for a period of 60 days or more.
- 8.4 CAWCD shall be entitled, as a third party beneficiary to this Agreement, to collect from the Facility Operator any charges for water owed under this Section 8, along with interest, administrative and penalty charges on delinquent installments or payments, in accordance with the following:
 - 8.4.1 The Facility Operator shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment

becomes sixty (60) days delinquent, the Facility Operator shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent ninety (90) days or more, the Facility Operator shall pay an additional penalty charge of six percent (6%) per year for each day the payment is delinquent beyond the due date. Further, the Facility Operator shall pay any fees incurred for debt collection services associated with a delinquent payment.

8.4.2 The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent (0.5%) per month prescribed by Section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

8.4.3 When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty and administrative charges, second, to the accrued interest, and third to the overdue payment.

8.5 If the AWBA is not given Long-Term Storage Credits because the Facility Operator has violated the Groundwater Savings Facility Permit or plan of operation, the Facility Operator shall pay to the AWBA any water service charges paid by the AWBA to CAWCD for the water delivered to the Groundwater Savings Facility which did not accrue Long-Term Storage Credits. The payment shall be made within 90 days of the denial of Long-Term Storage Credits by the ADWR.

9. 9.1 Nothing in this Agreement shall be construed as an allocation of water to the Facility Operator, nor shall this Agreement entitle the Facility Operator to any water other than as provided herein.
- 9.2 Nothing in this Agreement shall be construed as requiring the AWBA to provide Authority Water to the Facility Operator in any year, and nothing in this Agreement shall be construed as requiring the Facility Operator to accept deliveries of Authority Water in any year. The Parties agree that in any year in which the AWBA desires to provide Authority Water to the Facility Operator and in which the Facility Operator agrees to accept deliveries of Authority Water, the terms and conditions of this Agreement shall apply.
10. Neither the AWBA nor CAWCD warrant the quality of any water furnished under this Agreement and neither is under any obligation to construct or furnish water treatment facilities to maintain or improve the quality of any water. The Facility Operator waives its right to make a claim against the AWBA or CAWCD on account of the quality of water or any changes in water quality caused by the commingling of water delivered under this Agreement with other water.
11. 11:1 The Parties agree that upon compliance with all provisions of P.L. 108-451, Sec.207 (c) the AWBA will extinguish all long-term storage credits accrued pursuant to Water Storage Permits _____ and _____ and the Community will accept all water delivered under this agreement as meeting a portion of the State's firming obligations under P.L.108-451, Sec.105 (a). The water delivered under this agreement shall reduce on an acre foot per acre foot basis the State's total firming obligation to the

Community.

- 11.2 If the enforceability provisions of PL108-451 are not met then the AWBA retains full rights to the long-term storage credits developed under Water Storage Permits _____ and _____.
12. 12.1 Authority Water furnished to the Facility Operator pursuant to this Agreement shall be delivered only to the Facility Operator at such point(s) as have previously been approved by CAWCD and only if CAWCD has satisfied itself that the pipelines, canals, distribution systems, or other conduits that will convey Authority Water after delivery will prevent excessive conveyance losses and are constructed, operated, and maintained in accordance with any condition of applicable laws, regulations or order and to the satisfaction of CAWCD.
- 12.2 In the event of damage to CAP facilities due to failure of the Facility Operator to operate in a good and workmanlike manner, the Facility Operator shall pay the CAWCD within thirty (30) days of the Facility Operator's receipt of a statement for the costs of repairing any damage to Project facilities or Project rights-of-way caused by or arising out of the Facility Operator's activities under this Agreement. . The Facility Operator may contest all or part of the statement of costs provided the Facility Operator pays the undisputed portion of the statement. If the Facility Operator contests all or part of a statement, the Facility Operator shall meet with CAWCD within ten (10) days of receipt of the statement. The Facility Operator shall pay the final statement within ten (10) days upon resolution of the disputed amount.
- 12.3 If the Facility Operator's Project delivery point is a Project turnout or Project turnouts constructed by the United States, and if the Facility Operator intends

to convey water furnished to the Facility Operator pursuant to this Agreement through connection facilities owned or operated by others, the use by the Facility Operator of such connection facilities shall be the subject of written agreement(s) between the Facility Operator and the owner(s) or operator(s) of such connection facilities, and all such agreements shall be provided to the CAWCD prior to initiation of deliveries.

- 12.4 Unless the Facility Operator's Project delivery point is a Project turnout or Project turnouts constructed by the United States, all water delivered from the Water Supply System shall be measured with equipment furnished and installed by the Facility Operator and operated and maintained by the Facility Operator at the Facility Operator's sole cost and expense. The results of such measurements shall be reported to CAWCD in such a manner and at such time(s) as CAWCD may prescribe. Upon the request of CAWCD or the AWBA, the accuracy of such measurements shall be investigated by the Facility Operator, and any errors which are determined to have occurred therein shall be adjusted; however, in the event the parties cannot agree on the required adjustment, CAWCD's determination shall be conclusive.
- 12.5 If the Facility Operator's Project delivery point is a Project turnout or Project turnouts constructed by the United States, all water delivered from the Water Supply System shall be measured with equipment furnished and installed by the United States and operated and maintained by CAWCD. Upon the request of the Facility Operator, the AWBA, or CAWCD, the accuracy of such measurements shall be investigated by CAWCD and the Facility Operator, and any errors which are mutually determined to have occurred therein shall be adjusted; however, in the event the parties cannot agree on the required adjustment, CAWCD's determination shall be conclusive.

- 12.6 The United States, CAWCD, and the AWBA shall not be responsible for the control, carriage, handling, use, disposal, or distribution of water beyond the Facility Operator's Project delivery point. The Facility Operator shall hold the United States, CAWCD, and the AWBA harmless on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of water beyond the Facility Operator's Project delivery point.
- 12.7 The AWBA shall not be liable for any action taken by CAWCD or the Facility Operator pursuant to this Section 12 regarding the construction, operation, or maintenance of connection facilities.
- 12.8 Deliveries of water scheduled under this Agreement are subject to interruption and discontinuance due to investigation, inspection, construction, testing, maintenance, repair or replacement of the CAP and its components. The Facility Operator also acknowledges that CAP water available to the AWBA is only that water which would otherwise be unused in Arizona and, therefore, deliveries of water scheduled under this Agreement are subject to interruption and discontinuance due to insufficient water or delivery capacity to deliver all other waters scheduled for delivery through the CAP. The United States, its officers, agents, and employees, CAWCD, its officers, agents and employees, and the AWBA, its officers, agents, and employees shall not be liable for any damages when, for any reason whatsoever, any interruption, discontinuance, or reduction in delivery of water scheduled under this Agreement occurs.
13. 13.1 This Agreement may be terminated for any of the following reasons:

- 13.1.1 If the Facility Operator remains in arrears in the payment of the Facility Operator's Contribution for thirty (30) days or more, the AWBA may terminate this Agreement, which termination shall be effective fifteen (15) days after mailing written notice of termination to the Facility Operator;
- 13.1.2 If the excess water contract between the AWBA and CAWCD providing for delivery of Authority Water is terminated, the AWBA may terminate this Agreement, which termination shall be effective fifteen (15) days after mailing written notice of termination to the Facility Operator; or
- 13.1.3 If the AWBA determines in its sole discretion that the Facility Operator is operating the Groundwater Savings Facility in a manner contrary to law or in a manner which is likely to jeopardize the ability of the AWBA to earn Long-Term Storage Credits for Authority Water delivered to the facility for the benefit of the AWBA, the AWBA may terminate this Agreement, which termination shall be effective ten (10) days after mailing written notice of termination to the Facility Operator and CAWCD.
- 13.1.4 The Parties' and CAWCD's rights under this Agreement to collect any monies owed under the Agreement shall survive the termination of this Agreement. . Provided however, the Facility Operator shall have ten (10) days from receipt of the written notice of termination to come into compliance with the agreement. The AWBA may extend the ten (10) day period if, in its sole discretion, it determines that the Facility Operator is proceeding in good faith to come into compliance.

13.2 The rights of the AWBA to terminate this Agreement as provided in this Section 13 shall be in addition to all other rights of the AWBA under this Agreement and as provided by law.

14. The Facility Operator shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Agreement, including: the Facility Operator's water supply data, water-use data, and other matters that the AWBA or CAWCD may reasonably require. Reports thereon shall be furnished to the AWBA or CAWCD in such form and on such date or dates as the AWBA or CAWCD may reasonably require. Subject to applicable federal and state laws and regulations, each party to this Agreement shall have the right during office hours to examine and make copies of each other party's books and records relating to matters covered by this Agreement.

15. Any notice, demand, or request authorized or required by this Agreement shall be in writing and shall be deemed to have been duly given if mailed, first class postage prepaid, or delivered to the parties at the following addresses:

If to the AWBA:

Manager
Arizona Water Banking Authority
3550 North Central Ave.
Phoenix, Arizona 85012

If to the Facility Operator:

The designation of the address or addressee for the giving of notice may be changed by notice given as provided in this Section 15.

16. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Agreement or any interest therein shall be valid unless and until approved in writing by the AWBA.
17. This Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511.
18. The Community, through the Facility Operator is entering into this agreement on a voluntary basis as a part of the Water Rights Settlement (Public Law 108-451). The Community's cooperation with the State and the Community's execution of this agreement and any permits necessary to implement the terms of the agreement should not be construed as a waiver by the Community of any sovereign immunity, nor an admission that State law governs the pumping, use or other activity affecting water on the Reservation, except to the extent Public Law 108-451 specifically states otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above-written.

ARIZONA WATER BANKING AUTHORITY

Attest: _____
Secretary

By: _____
Chairman

GILA RIVER INDIAN COMMUNITY

Attest: _____
Secretary

By: _____
Governor

**GILA RIVER INDIAN IRRIGATION
AND DRAINAGE DISTRICT**

Attest: _____
Secretary

By: _____
Chairman

DRAFT

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

APPLICATION FOR WATER
STORAGE PERMIT (A.R.S § 45-831.01)

APPLICATION FEE \$ 250.00 DUE UPON FILING.

PERMIT FEE OF \$ 100.00, PLUS
PUBLICATION FEES TO BE DETERMINED,
WILL BE DUE PRIOR TO ISSUANCE OF PERMIT.

PLEASE SUBMIT ONE ORIGINAL AND ONE COPY OF THE
COMPLETED APPLICATION AND ALL SUPPORTING MATERIALS

APPLICATION FOR: (Check one)

- New Water Storage Permit Modification of Water Storage Permit Renewal of Water Storage Permit
- No. 73- _____ No. 73- _____

FOR OFFICE USE ONLY	
Application No.:	_____
Date Received:	_____

GENERAL INFORMATION

- Name of Applicant: Arizona Water Banking Authority
3550 N. Central Ave. Phoenix AZ 85012
Mailing Address City State Zip
Contact Person: Tim Henley Telephone: 771-8487 Fax: 771-8685
City (602) State (602) Zip
- Name and permit number of storage facility where water storage will occur: Gila River Indian
Community Groundwater Savings Facility #
- Name of Active Management Area or Irrigation Non-Expansion Area where the facility will be located:
Phoenix AMA
(If the facility is NOT located within an AMA or INA, please indicate "NONE.")
- Name of groundwater basin and subbasin where the facility will be located: _____
East Salt River Valley
- If this water storage permit application is for the storage of CAP water and meets the requirements of A.R.S. §§ 45-831.01(G) or 45-871.01(E) and the applicant will not also be the holder of the storage facility permit, please submit a consent agreement signed by the facility permit holder.
- The maximum annual amount of water that may be stored at the facility: 37,520
(acre-feet per year)
- The maximum annual amount of water proposed for storage pursuant to this water storage permit: 37,520
(acre-feet per year)
- Proposed duration of the permit: Upon expiration of facility permit
- The maximum amount of water proposed for storage for the duration of the permit pursuant to this water storage permit:
75,040
(acre-feet)

10. Will the stored water be recovered on an annual basis pursuant to A.R.S. § 45-851.01? Yes No

11. Type of source water to be stored:

- CAP Water
- Effluent
- Decreed and Appropriative Surface Water

If Decreed and Appropriative Surface Water, list river(s): NA

[NOTE: In order for the storer to accrue long-term storage credits for the stored water, the source water must comply with A.R.S. § 45-802.01(21), "Water that cannot reasonably be used directly".]

12. If the water to be stored is appurtenant to a place of use, the legal description of the location of that use: NA

(quarter/quarter/quarter/section, township and range)

13. What is the applicant's legal right to use the proposed source(s) of water?

- CAP Contract
- Right to municipally treated effluent
- Decreed and appropriative surface water right
- Other, please explain: _____

Cite the right number, law, court decree, contract or other legal basis for acquiring and using each source of water to be stored pursuant to this permit: EX-146-05

If municipally treated effluent will be stored and the applicant is the producer of the effluent, does the applicant certify that, after meeting all contractual obligations for delivery of effluent to other parties, the applicant retains the legal right to the volume of effluent requested in item 7 of this application? Yes No

14. Do you own the system through which the water to be stored will be delivered to the storage/savings facility?

- Yes No **If no**, please provide a copy of the transportation agreement that allows the proposed water delivery system to be used to carry the water to be stored to the storage/savings facility.

15. Do you want this water storage permit to be designated as storing non-recoverable water pursuant to A.R.S. § 45-833.01?

- Yes No

16. **For effluent storage:**

Is the facility where storage is to occur currently regulated under an Aquifer Protection Permit (APP) issued by the Arizona Department of Environmental Quality? Yes No

If no, will the applicant be obtaining an APP? Yes No

If no to both, please explain method of compliance with A.R.S. § 45-831.01(B)(2): NA

17. **For water storage at a Groundwater Savings Facility**, if the applicant is **not** the GSF permit holder, does the applicant agree to comply with the Plan of Operation for the GSF permit listed in Item 2 of this application? Yes No

DRAFT

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

APPLICATION FOR WATER
STORAGE PERMIT (A.R.S § 45-831.01)

APPLICATION FEE \$ 250.00 DUE UPON FILING.

PERMIT FEE OF \$ 100.00, PLUS
PUBLICATION FEES TO BE DETERMINED,
WILL BE DUE PRIOR TO ISSUANCE OF PERMIT.

PLEASE SUBMIT ONE ORIGINAL AND ONE COPY OF THE
COMPLETED APPLICATION AND ALL SUPPORTING MATERIALS

APPLICATION FOR: (Check one)

- New Water Storage Permit Modification of Water Storage Permit Renewal of Water Storage Permit
- No. 73- _____ No. 73- _____

FOR OFFICE USE ONLY
Application No.: _____
Date Received: _____

GENERAL INFORMATION

- Name of Applicant: Arizona Water Banking Authority
3550 N. Central Ave. Phoenix AZ 85012
Mailing Address City State Zip
Contact Person: Tim Henley Telephone: 771-8487 Fax: 771-8685
City State Zip
- Name and permit number of storage facility where water storage will occur: Gila River Indian
Community Groundwater Savings Facility #
- Name of Active Management Area or Irrigation Non-Expansion Area where the facility will be located:
Pinal AMA
(If the facility is NOT located within an AMA or INA, please indicate "NONE.")
- Name of groundwater basin and subbasin where the facility will be located: _____
Maricopa-Stanfield & Eloy Subbasins
- If this water storage permit application is for the storage of CAP water and meets the requirements of A.R.S. §§ 45-831.01(G) or 45-871.01(E) and the applicant will **not** also be the holder of the storage facility permit, please submit a consent agreement signed by the facility permit holder.
- The maximum annual amount of water that may be stored at the facility: 18,480
(acre-feet per year)
- The maximum annual amount of water proposed for storage pursuant to this water storage permit: 18,480
(acre-feet per year)
- Proposed duration of the permit: Upon expiration of facility permit
- The maximum amount of water proposed for storage for the duration of the permit pursuant to this water storage permit:
36,960
(acre-feet)

10. Will the stored water be recovered on an annual basis pursuant to A.R.S. § 45-851.01? Yes No

11. Type of source water to be stored:

- CAP Water
- Effluent
- Decreed and Appropriative Surface Water

If Decreed and Appropriative Surface Water, list river(s): NA

[NOTE: In order for the storer to accrue long-term storage credits for the stored water, the source water must comply with A.R.S. § 45-802.01(21), "Water that cannot reasonably be used directly".]

12. If the water to be stored is appurtenant to a place of use, the legal description of the location of that use: NA

(quarter/quarter/quarter/section, township and range)

13. What is the applicant's legal right to use the proposed source(s) of water?

- CAP Contract
- Right to municipally treated effluent
- Decreed and appropriate surface water right

Other, please explain: _____

Cite the right number, law, court decree, contract or other legal basis for acquiring and using each source of water to be stored pursuant to this permit: EX-146-05

If municipally treated effluent will be stored and the applicant is the producer of the effluent, does the applicant certify that, after meeting all contractual obligations for delivery of effluent to other parties, the applicant retains the legal right to the volume of effluent requested in item 7 of this application? Yes No

14. Do you own the system through which the water to be stored will be delivered to the storage/savings facility?

- Yes No
- If no, please provide a copy of the transportation agreement that allows the proposed water delivery system to be used to carry the water to be stored to the storage/savings facility.

15. Do you want this water storage permit to be designated as storing non-recoverable water pursuant to A.R.S. § 45-833.01?

- Yes No

16. For effluent storage:

Is the facility where storage is to occur currently regulated under an Aquifer Protection Permit (APP) issued by the Arizona Department of Environmental Quality? Yes No

If no, will the applicant be obtaining an APP? Yes No

If no to both, please explain method of compliance with A.R.S. § 45-831.01(B)(2): NA

17. For water storage at a Groundwater Savings Facility, if the applicant is not the GSF permit holder, does the applicant agree to comply with the Plan of Operation for the GSF permit listed in Item 2 of this application? Yes No

