

PO Box 209, Office: 45290 W. Garvey Ave., Maricopa, AZ 85139

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#### **Conservation Enforcement**

Policy regarding Management plans for Active Management Area reflects the evolution of the Groundwater Code, moving Arizona toward its long-term water management goals. The Pinal AMA plans include mandatory conservation programs for all persons withdrawing, distributing or receiving groundwater designed to achieve reductions in withdrawals of groundwater effective January 1, 2023.

# Large municipal provider and Small municipal provider and conservation definitions:

- Large municipal provider distribution system losses are not to exceed 10% on annual or 3-year-average basis. "Large municipal providers" are defined as those delivering more than 250 acre-feet, or about 81.4 million gallons, per year.
- "Small municipal providers" are defined as those delivering less than 250 acre-feet, providers may not exceed 15% loss annually.
- All large municipal water providers must comply with either the Gallons Per Capita Per Day (GPCD) Conservation Program or the Non-Per Capita Conservation Program (NPCCP). Chapter 5 of the Fourth Management Plans has more detailed information on each program.
- The GPCD program sets a target GPCD that a large provider may not exceed, which is recalculated each year based on a number of factors. Providers are also offered a flex account balance to offer flexibility in meeting their target. The GPCD formula can be found in Chapter 5 of the management plans.
- The NPCC program allows providers to choose from a list of BMPs that the provider and ADWR agree best serves their service area.

#### **Identifying patterns and implementation**

The District wishes to identify as part of the NPCCP requirement, the relevance to the service area/and or water use patterns and explain implementation of new policy will lead to increased water use efficiencies. Conservation strategy involves multiple characteristics of the service area and/or water use patterns and will, if implemented together, lead to increased water use efficiencies. BMP Relevance to the Service Area/and or Water Use Patterns and how implementation will lead to increased Water Use Efficiencies is appropriate for a service area when the following indicators are applied:

- 1. Address the highest water users or water use categories
- 2. Enforcement of water to be utilized by customers in the service area
- 3. Policy will improve an existing water conservation effort
- **4.** Implementation will reduce or eliminate excessive water use

#### **Policy for Bulk Water Users**

Maricopa CDWID elects to remain a Small Water Provider under current AZ Dept. of Water Resc. requirements and eliminate water use outside the service area boundaries for Bulk Water users for purpose of conservation and maintain system storage as needed for District users. Bulk Water users include Construction Water and purchase of water from another water provider on a regular or monthly basis.

## **Exemptions: Emergency Back-up Water Source Agreements between water providers**

Water providers that have an Intergovernmental Agreement for Emergency Back-up Water Source with Maricopa CDWID are excluded and must meet the agreed terms as a Bulk Water User. Emergency Back-up water use must be implemented for compliance with Emergency Response Plans & Drought Preparedness and Source Water Protection Plans.



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Water shall be used pursuant to the IGA shall solely be used to provide an adequate supply of water thereto, for the domestic consumption of the occupants of district properties, and to assure the continuous and satisfactory operation of water distribution for the benefit of the consumers. Water shall not be sold or transferred to any other not included in the IGA.

- 1. Agreed time allotment of water services for a temporary time, not to exceed 60 days of the year from start date by both parties for a term of (1) year.
- **2.** Both parties, at their own expense, shall obtain its own insurance, and add the other district as an Additional Insured for liability purposes. Employees and or contracted labor providing services on behalf of the district must be covered by District insurance policy or provide Certificate of Insurance.
- **3.** Both parties agree to notify in writing 30 days in advance if either party wishes to terminate the agreement.

### **B.** Reimbursement Terms

The parties agree to pay for water use, maintenance or repair services subject to the terms and conditions set forth herein:

- 1. Reimbursement of cost can be obtained for metered water use, well electricity cost, maintenance or repair services for applicable expenses attributable to Back up use period of the other district.
- **2.** Reimbursement shall be payable upon submittal of invoices, billings and receipts provided for proof of cost over normal or average use, or services above regular maintenance cost accumulated by the district during Emergency Backup use periods only.
- **3.** Water will be sold at \$4.26 per 1000 gal. bulk rate and will be billed at the regular billing cycle for periods during the time of Back up use.
- 5. Upon receiving any payment of reimbursement fees, each party agrees to issue a receipt upon request.

#### C. Property and Intended Use

- **1.** Both parties agree to use the said water system exclusively in an emergency of each District. Property, merchandise, supplies or other material owned by the other party are excluded for use.
- **2.** Employees, officers or contract labor staff may not enter the other district's premises at any time unless accompanied by authorized personnel.
- **3.** Routine maintenance and inspections on equipment to ensure emergency readiness must be performed and documented by each district and made available upon request.