

## POLICY PRINCIPLES FOR PORTERVILLE IRRIGATION DISTRICT

### GROUNDWATER BANKING PROGRAM

Revised May 14, 2019

In furtherance of the District's project to manage surface and groundwater supplies available within the District, the District authorizes landowners within the District to develop, operate and maintain groundwater banking projects within District boundaries according to the following principles:

1. **Rules & Regulations.** Subject to the District rules and regulations relating to the availability, priority of use, and pricing of District water supply, a landowner in the District may operate a groundwater banking project within District boundaries.
2. **Legal.** California law permits a party who has a separate legal right to surface water developed from a source that is separate and distinct from the natural or native groundwater supplies existing in a common Basin aquifer to use the developed water for beneficial use. A party that owns a developed water supply "may use the supply by commingling the water with the native supplies and may subsequently recapture the developed water." (*City of Los Angeles v. City of Glendale* (1943) 23 Cal.2d 68, 76-78.) The recapture right includes the amount equivalent to the augmentation contributed by the water stored (either by direct recharge or return flows from water deliveries) (*City of Los Angeles v. City of San Fernando* (1975) 14 Cal.3d 199, 260.) Banking projects are permitted to recharge, store and recover water placed in the Basin aquifer so long as the quantity recovered does not exceed the amount contributed and none of the banking activities cause injury to any Basin resource or the rights of other users of water in the process.
3. **District Objectives.** The District adopts these policy principles based on its determination that District approval of groundwater banking activities conducted according to these principles will benefit the District, its landowners and water users, in the following respects:
  - a. Increase the total water supply available in the District.
  - b. Improve groundwater conditions within the Tule Subbasin (Bulletin 118, Subbasin 5-22.13, hereafter "Basin") and the District.
  - c. Contribute to the reduction of District and landowner costs to produce groundwater.
  - d. Increase the diversification of water supplies available in the District.
  - e. Facilitate landowners needs to obtain water for beneficial use in the District; and
  - f. Facilitate the District's compliance with the Sustainable Groundwater Management Act.
4. **Groundwater Banking Agreement.** A party eligible to develop, operate and maintain a groundwater bank within the District is required to be a current owner (in good standing) of land within the District boundaries and/or a third party with a written agreement with such a landowner of the District ("Banker"). Prior to commencement of construction or operation of

banking facilities, the Banker shall enter into a groundwater banking agreement with the District to provide for groundwater banking activities consistent with these principles. Any written agreement between a landowner authorizing a third party to develop, operate and maintain a groundwater bank within the District boundaries on behalf of a landowner shall be submitted and approved by the District. The District does not currently intend to directly develop, operate and maintain a groundwater bank but does expressly reserve its authority to revise these principles to include District groundwater banking in the future should it be deemed necessary and proper.

5. Banking Facilities. The Banker shall be solely responsible for determining the nature, location and extent of the necessary banking facilities. All costs of design, permitting, construction, operation, maintenance, repair and replacement and all other costs and expenses of a groundwater banking facility shall be the sole responsibility of the Banker. Prior to commencement of construction and operation of groundwater banking facilities the Banker shall submit and obtain approval from the District of a written report containing the following information:
  - a. The banking site location (Assessor Parcel Number, legal description, and GIS map).
  - b. The conveyance and distribution facilities and manner and method of operation.
  - c. The recharge facilities and the manner and method of operation.
  - d. The recovery facilities (landowner and/or project extraction wells) and the manner and method of operation.
  - e. The energy facilities (electric, diesel, solar, etc.).
  - f. The schedule for permitting, construction and commencement of operation.
  - g. The plan of operation, maintenance, repair and replacement of banking facilities.
  - h. The intended source of all banking water supplies (e.g., Central Valley Project, local surface waters [Tule River], third party exchange/transfer supplies, other).
  - i. The banking accounting, measurement, monitoring and reporting procedure.
  - j. A Monitoring and Operational Constraint Plan (MOCP) to ensure that unacceptable impacts to neighboring crops, well flow rates, water levels and quality are prevented and/or adequately mitigated.
  
6. Banking Leave Behind. In order to insure that a groundwater banking project will protect the Basin and benefit the District, its landowners and water users, the Banker shall leave in storage in the Basin aquifer to the credit of the District's storage master account the percentage amount of the total water reported, on an annual basis, to have augmented the storage in the Basin according to the following table:

| WATER SUPPLY  | PLACE OF USE   |               |                             |                        |
|---|----------------|---------------|-----------------------------|------------------------|
|   | PORTERVILLE ID | EAST-TULE GSA | REMAINDER OF TULE SUB-BASIN | ANY OTHER LAWFUL PLACE |
| WATER AVAILABLE TO THE DISTRICT AND DESIGNATED FOR IRRIGATION DELIVERY  | 20%            | X             | X                           | X                      |
| WATER AVAILABLE TO THE DISTRICT AND DESIGNATED FOR GROUNDWATER RECHARGE | 10%            | 20%           | X                           | X                      |
| WATER AVAILABLE TO THE DISTRICT AND DESIGNATED FOR OUT OF DISTRICT SALE | 10%            | 20%           | 30%                         | X <sup>1</sup>         |
| NON-DISTRICT WATER FROM THE TULE RIVER TRIBUTARY TO THE BASIN           | 10%            | 20%           | 30%                         | X <sup>2</sup>         |
| OTHER SURPLUS WATER SUPPLY  | 15%            | 15%           | 15%                         | 15%                    |

The term “water available to the District” means all Central Valley Project, Tule River or any other water supply which the District owns and is otherwise required to manage and deliver to landowners and water users within the boundaries of the District. An example illustrating application of the leave behind requirements in the table above is, if 1,000af of water available to the District and designated for out of district sale was banked by the Banker and reported as augmenting the storage in the Basin pursuant to this policy then: 900af could be extracted by the Banker if used within Porterville ID; 800af could be extracted if used within the East-Tule GSA boundary; and 700af could be extracted if used within the remainder of the Tule-Basin but outside of the East-Tule GSA boundary. The District’s storage master account would be credited respectively in the amount of 100af, 200af or 300af. The District will determine, in

<sup>1</sup> The District reserves the right to approve additional uses on a case-by-case basis.

<sup>2</sup> The District reserves the right to approve additional uses on a case-by-case basis.

its sole discretion, the use of the water stored and credited to the District in its storage master account resulting from any groundwater banking activities.

7. **Place of Use.** Any water credited to the Bankers storage sub-account originating from a District water supply, along with water originating from the Tule River, shall only be extracted and beneficially used within the boundaries of the District, the East-Tule Groundwater Sustainability Agency, or the Tule Subbasin (Bulletin 118, 5-22.13) to the extent provided in the leave behind requirements stated in Paragraph 6 above. Any water recharged, stored and credited to the Bankers storage sub-account originating from other non-District imported water supplies may be extracted and beneficially used at any place permitted by law in accordance with the leave behind requirements stated in Paragraph 6 above. It is anticipated that the District will review the leave behind (Paragraph 6) and place of use (Paragraph 7) provisions of this policy, and any other provision deemed necessary by the District, in conjunction with the five year review conducted by the Department of Water Resources following the District's initial submittal of its Groundwater Sustainability Plan in 2020.
8. **Priority of Use of District Water.** All District water supplies available for groundwater banking shall be subject to the District policies, rules and regulations regarding priority for allocation and use of water by landowners and water users within the District.
9. **Water Quality Standards.** The Banker shall insure that all water diverted into groundwater banking recharge facilities and stored in the Basin aquifer does not result in unacceptable deterioration of groundwater quality contrary to applicable Tulare Lake Basin Plan water quality objectives or as required in any MOCP approved by the District.
10. **Banking Accounting, Measurement, Monitoring and Reporting Procedure.** The Banker shall be responsible for developing and implementing a procedure to accurately account for all banking activities on a monthly and annual basis including the following: the source of all water delivered to each turnout, recharge discharges, percolation rates, recharge losses to evaporation and soil profile, net augmentation to storage in the Basin, pumping extractions, amounts of water in storage and recovery, the place of use of all banked water deliveries, changes in local groundwater conditions (including depth to groundwater, water quantity, quality, groundwater gradient and migration). All water recharged, stored and credited to the Banker according the groundwater banking agreement shall be identified by source of water as a separate storage sub-account exclusively for use by the Banker but under the name of the District. Prior to commencement of construction and operation of groundwater banking facilities the Banker shall submit a written report and obtain approval from the District of its proposed banking accounting, measurement, monitoring and reporting procedure. The Banker shall provide the District on a monthly and annual basis a written report of all groundwater banking activities in a form approved by the District.
11. **Legal Compliance.** The Banker shall be solely responsible for complying with all applicable Federal, State and local laws, rules and regulations relating to its banking activities. At the District's discretion, the Banker shall provide the District with a copy of any permit, order,

agreement, environmental document, judgment or other record requested by the District indicating the Banker's compliance with applicable laws.

12. California Environmental Policy Act. The District shall act as the lead agency under the California Environmental Policy Act (Public Resources Code §21000, et. seq., "CEQA") regarding the preparation of documents required to carry out or approve a groundwater banking project authorized pursuant to this policy. Implementation of this policy and the approval of any groundwater banking project authorized pursuant to this policy are subject to compliance with CEQA and the Banker shall be responsible for the payment of all costs and expenses incurred by the District and the Banker relating to such compliance.
13. Indemnification. The Banker shall indemnify, defend and hold harmless the District, its board of directors, officers, employees, agents, assigns 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, and including attorneys' fees and other costs of litigation, arising out of or connected with the development, operation and maintenance of a groundwater bank.
14. District Administration. The Banker shall reimburse the District for its reasonable costs and expenses incurred, as determined by the District, to prepare or review the agreements, reports, plans and other documents and materials relating to the administration of the groundwater banking agreement with the Banker.

POLICY PRINCIPLES FOR PORTERVILLE IRRIGATION DISTRICT

LANDOWNER GROUNDWATER RECHARGE PROGRAM

Final March 27, 2019

In furtherance of the District's project to manage surface and groundwater supplies available within the District, the District authorizes the delivery of District water supplies to Landowners for groundwater recharge purposes according to the following principles:

1. Subject to the District rules and regulations regarding the availability and pricing of District water supply, a Landowner may schedule with the District delivery of water for groundwater recharge on its lands located within the District.
2. At the sole cost of the Landowner, all water delivered by the District to the Landowner for groundwater recharge shall be measured and recorded with equipment furnished, installed, operated, and maintained by the District at the point or points of delivery approved by the District. The District shall use the information obtained from the meter to prepare a written statement, bill, and report of the water delivered by the District to the Landowner.
3. The Landowner shall be responsible for the control, carriage, handling, use, disposal, or distribution of water delivered by the District for groundwater recharge beyond the delivery points approved by the District.
4. The Landowner, at its sole expense, shall be responsible for maintaining accurate and complete accounting records for water delivered to a Landowner's groundwater recharge facility and the total net amount of water recharged to the groundwater aquifer within the District. Each month, the Landowner shall provide the District with a written report stating the amount of water the Landowner delivered to each recharge facility and the total net amount of the water recharged to the groundwater aquifer.
5. The Landowner, at its sole expense and risk, shall be responsible for the design, construction, operation, maintenance, repair and replacement of groundwater recharge facilities, equipment, appurtenances, and any legal and regulatory compliance of groundwater recharge activities.
6. The Landowner may, at its sole discretion, extract the recharged water from time to time, at its sole expense, as the Landowner may desire for its farming operations or other purposes within the District.
7. **During flood periods as determined by the PID Board of Directors, landowner may, in its discretion, apply excess irrigation waters through normal irrigation facilities for purposes of recharge. The District recognizes 50% of such waters as a recharge to the sub-basin. Pursuant to Section 6, Landowner may later extract such waters for beneficial use within the District at its sole discretion. Pursuant to Section 4, Landowner is responsible for all accounting.**
8. The Landowner shall indemnify and hold harmless the District, its board of directors, officers, employees, agents, assigns 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, and including attorneys' fees and other costs of litigation, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of water for groundwater recharge.



**TYPE OF WORK**

New First or Additional Well

Replacement Requires Destruct Permit

Deepening Increase Depth of Well

Reconstruct Installation of a Casing Liner

**WELL TYPE**

Domestic (1 – 4 Homes)  Dairy Supply  Test Well

Community  Industrial  Cathodic Protection

Agricultural  Soil Boring(s) †  Monitoring Well(s) †

Other \_\_\_\_\_

†Number of Soil Boring(s) or Monitoring Well(s): \_\_\_\_\_

**INTENDED USE INFORMATION**

For Community (5+ Connection) wells:

Will this well serve a regulated Water System?  Yes  No If Yes, name of Water System: \_\_\_\_\_

Name of Water System Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

If No, number of persons to be served by the well: \_\_\_\_\_ Days per year that water is served: \_\_\_\_\_ Days

For Agricultural wells:

APNs to be irrigated by this well: \_\_\_\_\_ Total acreage: \_\_\_\_\_

**WELL CONSTRUCTION INFORMATION**

Drilling Method:  Rotary  Reverse Rotary  Cable Tool  Air Rotary  Auger

Casing Driven  Other \_\_\_\_\_

Overall Borehole: Diameter: \_\_\_\_\_ in. Well Depth: \_\_\_\_\_ ft. Other \_\_\_\_\_

Conductor Casing:  Yes  No  PVC  Steel Diameter: \_\_\_\_\_ in. Depth: \_\_\_\_\_ ft.

Conductor Casing:  Yes  No  PVC  Steel Diameter: \_\_\_\_\_ in. Depth: \_\_\_\_\_ ft.

Well Casing: PVC  Steel  Diameter: \_\_\_\_\_ in. Gauge/Thickness: \_\_\_\_\_ Slot Size: \_\_\_\_\_

Perforations: \_\_\_\_\_ to \_\_\_\_\_ ft. \_\_\_\_\_ to \_\_\_\_\_ ft. \_\_\_\_\_ to \_\_\_\_\_ ft. \_\_\_\_\_ to \_\_\_\_\_ ft.

Annular Seal: Depth: \_\_\_\_\_ to \_\_\_\_\_ ft. \_\_\_\_\_ to \_\_\_\_\_ ft. \_\_\_\_\_ to \_\_\_\_\_ ft.

Thickness:  2 in. – All well types except Community  3 in. – Community Wells

Material:  Neat Cement  Concrete  \_\_\_\_\_ Sack Sand Slurry  Bentonite  Other \_\_\_\_\_

Method:  Tremie Pipe

**WELL DEEPENING INFORMATION**

Drilling Method: \_\_\_\_\_

Original Well:  PVC  Steel Diameter: \_\_\_\_\_ in. Depth \_\_\_\_\_ ft. Depth to Water: \_\_\_\_\_ ft.

Deepened Well:  PVC  Steel Diameter: \_\_\_\_\_ in. Gauge/Thickness \_\_\_\_\_ Slot Size: \_\_\_\_\_

Perforations: \_\_\_\_\_ to \_\_\_\_\_ ft. \_\_\_\_\_ to \_\_\_\_\_ ft. \_\_\_\_\_ to \_\_\_\_\_ ft.

Proposed Well Depth: \_\_\_\_\_ ft.

Annular Seal: Depth: \_\_\_\_\_ to \_\_\_\_\_ ft. \_\_\_\_\_ to \_\_\_\_\_ ft. \_\_\_\_\_ to \_\_\_\_\_ ft.

Material:  Neat Cement  Concrete  \_\_\_\_\_ Sack Sand Slurry  Bentonite  Other \_\_\_\_\_

Method:  Tremie Pipe

**WELL RECONSTRUCTION INFORMATION**

Well Reconstruction involves the installation of a casing liner. A Well Permit is required, but there is no well permit fee for a Well Reconstruction Permit; however, a Well Completion Report (WCR) is required to be submitted within thirty (30) days of work being completed. Use the space below to describe the Well Reconstruction work to be done.

\_\_\_\_\_

\_\_\_\_\_

**ENVIRONMENTAL HEALTH SERVICES DIVISION USE ONLY**

Date Received \_\_\_\_\_ Fee Amount \_\_\_\_\_ Receipt # \_\_\_\_\_ Invoice # \_\_\_\_\_

Payment Method:  Cash  Check # \_\_\_\_\_  CC Approval # \_\_\_\_\_ Received by: \_\_\_\_\_

PALMS Hold: Y \_\_\_ N \_\_\_  CSLB Check C-57 Expiration Date \_\_\_\_\_  GSA Review GSA Send Date: \_\_\_\_\_

GIS Review  Flood Zone  Landfill  DTSC  OSWRCB Send Date: \_\_\_\_\_ Received Date: \_\_\_\_\_

CEQA/Admin Variance Req: App rec'd by RMA \_\_\_\_\_ RMA Clear Date \_\_\_\_\_

Other: \_\_\_\_\_

**CONTRACTOR DISCLAIMERS**

Contractor disclaimers are as follows:

- Submitting an incomplete application will delay the issuance of a permit.
- Drilling operations shall not commence until this application is approved and a permit has been issued.
- Once issued, the permit is to be available at all times on-site during Construction, Deepening or Reconstruction activities.
- Drilling fluids shall be disposed of in a safe and sanitary manner, and shall not be permitted to flow, or be diverted, onto adjacent properties.
- With my initials, I certify that I have read and understand the above disclaimers: \_\_\_\_\_

**DRILLING CONTRACTOR CERTIFICATION STATEMENT**

\_\_\_\_\_ I hereby certify under penalty of perjury that all information provided on this well permit application is true, correct, and complete to the best of my knowledge. I understand that all work is to be done in accordance with the Tulare County Well Ordinance and the California Department of Water Resources Bulletin 74-81, 74-90 and all subsequent bulletins, as well as any and all permit conditions added through the application review process. In addition, I have a current and active C-57 Contractor’s License and, if I employ workers, a current certificate of Worker’s Compensation Insurance. Licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, as a well drilling contractor and such license is in full force and effect.

**PROPERTY OWNER DISCLAIMERS**

\_\_\_\_\_ Issuance of a well permit does not guarantee future usage of the proposed well depending upon GSA requirements. Actual operation of the proposed well must be consistent with the ordinances, regulations, and other policies active within a GSAs jurisdiction. Prior to operation of the well, there may be requirements to undertake additional action(s) so as to comply with these policies. Improper operation of the proposed well may result in fines and/or civil penalties. With my initials, I certify that I have read and understand the above disclaimers.

**INDEMNIFICATION**

By signing below, I hereby agree to defend, indemnify, and hold harmless the County of Tulare, its agents, legislative body, officers, or employees in any legal or administrative action, claim or proceeding concerning approval of this Application; or at the County’s election and in the alternative, shall relinquish such approval. I agree to assume the defense of the County in any such legal or administrative action, claim or proceeding with legal counsel paid for in the entirety by me, but subject to the County’s reasonable approvals. I agree to reimburse the County, its agents, its legislative body, officers or employees for any judgments, amounts paid in the settlements, court costs, and attorney’s fees with the County, its agents, legislative body, officers or employees may be required to pay at court as a result of such action, claim or proceeding. The County may, at its sole discretion, participate at its own expense in the defense of any such action, claim or proceeding, but such participation shall not relieve me of my obligations under this condition.

**CONTRACTOR**

This application is not considered complete until properly signed by both the Contractor and the Property Owner (or the Authorized Agent of the Property Owner).

Any misrepresentation on this application or noncompliance with required permit conditions, or regulations, will result in the issuance of a “Stop Work Order”.

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**PROPERTY OWNER**

This application is not considered complete until properly signed by both the Contractor and the Property Owner (or Authorized Agent of the Property Owner).

As the Property Owner (or Authorized Agent of the Property Owner) I hereby grant permission to perform the work as described in this application. Also, I agree to provide access to TCEHD personnel for inspection purposes.

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## WELL SETBACKS INFORMATION

Setbacks from surrounding properties must be taken into consideration when selecting a well site location. Setback requirements may be increased by Tulare County if dangers of pollution, contamination or other adverse conditions are known to be present.

If the well site is within a one-mile radius of a landfill, there may be additional requirements.

Should a site visit be needed to verify the proposed well location, mark all well sites with a surveyor's stake labeled "Well Site". Measuring in feet, list distances from proposed well drilling location. Minimum requirements in parentheses.

Property lines and measurements (One from North or South and one from East or West)

North Property Line \_\_\_\_\_ South Property Line \_\_\_\_\_

East Property Line \_\_\_\_\_ West Property Line \_\_\_\_\_

Front Property Line (25 ft.) \_\_\_\_\_

Storm Drain (50 ft.) \_\_\_\_\_

Side Property Lines (5 ft.) \_\_\_\_\_

Seepage Pit (150 ft.) \_\_\_\_\_

Septic Tank & Leach Field (100 ft.) \_\_\_\_\_

Animal/Fowl Enclosure (100 ft.) \_\_\_\_\_

Sewer Laterals (50 ft.) \_\_\_\_\_

Existing Well(s) (50 ft.) \_\_\_\_\_

Surface Water (25 ft.) \_\_\_\_\_

Underground Storage Tank (150 ft.) \_\_\_\_\_

Transmission Lines \_\_\_\_\_

## SITE MAP INFORMATION

The space below can be used to include a map. All maps must include:

- Nearest cross-streets to the parcel
- Existing and proposed structures on the parcel
- Setbacks documented above
- Surface water (ponds, lakes, streams, and canals)
- Property lines and measurements
- Any existing well(s) and septic systems on the parcel and any neighboring parcel(s)



**Driving directions to well site:**

---

---

---

**TO BE COMPLETED FOR WELL CONSTRUCTION**  
**(For Domestic, Community, Agricultural, Dairy or Industrial Wells Only)**

**Property Owner/Contact Person Name** \_\_\_\_\_ **Telephone** \_\_\_\_\_

1. Is this a Self-Help Enterprises Project?  **Yes**  **No** If yes, destruction application is required to be submitted.

2. What type of well is being drilled?

- Domestic** Serves 1 to 4 Service Connections/Homes.
- Community** Serves a Residential Area with Five (5) or more Services Connections/Homes, a Business, or a Public Building.
- Agricultural** Exclusively used to supply water for irrigation or other agricultural purposes.
- Dairy** Exclusively used by a Dairy Farm for the milk production process.
- Industrial** Exclusively used by a Business for the processes related to producing goods or services.

3. How many homes will the new well serve? \_\_\_\_\_ 2a. Service Connections? \_\_\_\_\_

4. How many employees work at your business? \_\_\_\_\_ 3a. Overall water users? \_\_\_\_\_

5. How many wells are currently on this parcel? \_\_\_\_\_

**Domestic** \_\_\_\_\_ **Community** \_\_\_\_\_ **Agricultural** \_\_\_\_\_ **Dairy** \_\_\_\_\_ **Industrial** \_\_\_\_\_

6. Are there any **inactive** or **abandoned** wells on this parcel?  **Yes**  **No**  
 (An **inactive** well is not routinely used but capable of being made operational with minimal effort. An **abandoned** well is a well that has not been used for at least one (1) year, or is in such disrepair that it can no longer produce water.)

7. What is the expected usage of the new well?  **Year-Round**  **Seasonal**

8. Are there any animal or fowl enclosures on this parcel?  **Yes**  **No**  
 If Yes, how far is the enclosure from the proposed well site? \_\_\_\_\_ ft. **(May require site visit to verify.)**

9. What is the reason for drilling a new well?

- Current well went dry.** How long has the well been dry? \_\_\_\_\_
- Current well about to go dry.**
- Additional well due to lack of production from existing source(s).**
- First well on parcel.**
- Other** \_\_\_\_\_

10. What is/are the plan(s) for the existing well(s) once the new well(s) is/are drilled?

- Keep the existing well(s) active. (Keep the pump(s) installed and connected to power.)**
- Destroy the existing well(s) using a licensed C-57 well contractor.**
- File an Inactivation Permit. (Requires an annual permit fee.)**
- I don't know. (Please call Environmental Health at (559)624-7400 for more details.)**

11. Has the recent drought influenced your decision to drill a new well?  **Yes**  **No**



# TULARE COUNTY ENVIRONMENTAL HEALTH SERVICES DIVISION

5957 SOUTH MOONEY BLVD. VISALIA, CA 93277

(559)624-7400 – [www.tularecountyeh.org](http://www.tularecountyeh.org)

Email: [tularecountyehwells@tularecounty.ca.gov](mailto:tularecountyehwells@tularecounty.ca.gov)

## APPLICATION TO DESTROY A WELL

Application #: \_\_\_\_\_

Permit #: WELL \_\_\_\_\_

### PROPERTY OWNER INFORMATION

Property Owner Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

I am the:  Property Owner  Authorized Agent of the Property Owner (Attach Written Authorization Letter)

Authorized Agent: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street City, State Zip Code

Email Address: \_\_\_\_\_

### CONTRACTOR INFORMATION

Contractor Name: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street City, State Zip Code

C-57 License #: \_\_\_\_\_ Office Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

### CONSULTANT INFORMATION (Required for Remedial Action Sites)

Consulting Firm: \_\_\_\_\_ Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street City, State Zip Code

E-Mail Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

### PARCEL INFORMATION

Location: \_\_\_\_\_  
Address or Distance from Nearest Cross Streets (or Property Lines)

Is the well within city limits?  Yes  No Nearest City: \_\_\_\_\_ Parcel Size: \_\_\_\_\_ Acre(s)

APN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Township Range Section

GPS Data: (Use Decimal Degrees) \_\_\_\_\_  
Latitude Longitude Elevation (ft.)  Valley (Complete the following section)  Foothills/Mountains

Project Start Date: \_\_\_\_\_ Application must be submitted at least ten (10) working days prior to the proposed starting date.

|   |  |  |  |  |
|---|--|--|--|--|
| <b>Groundwater Basin:</b><br>For wells to be drilled in the Valley, select the Groundwater Basin <u>and</u> the Groundwater Sustainability Agency (GSA) that has jurisdiction where the well will be located. | <input type="checkbox"/> <b>Kaweah</b><br>East Kaweah GSA<br>Greater Kaweah GSA<br><input type="checkbox"/> Mid-Kaweah Groundwater Subbasin Joint Powers Authority | <input type="checkbox"/> <b>Kings</b><br><input type="checkbox"/> Central Kings GSA<br><input type="checkbox"/> Kings River East GSA | <input type="checkbox"/> <b>Tule</b><br><input type="checkbox"/> Alpaugh GSA<br><input type="checkbox"/> Delano – Earlimart GSA<br><input type="checkbox"/> Ducor Water District GSA<br><input type="checkbox"/> Eastern Tule GSA<br><input type="checkbox"/> Hope Water District GSA<br><input type="checkbox"/> Kern-Tulare Water Dist GSA<br><input type="checkbox"/> Lower Tule Irrigation District<br><input type="checkbox"/> Pixley Irrigation District<br><input type="checkbox"/> Porterville Irrigation District<br><input type="checkbox"/> Saucelito Irrigation Dist | <input type="checkbox"/> Tea-pot Dome Water Dist<br><input type="checkbox"/> Terra Bella Irrigation Dist<br><input type="checkbox"/> TriCounty Water Authority<br><input type="checkbox"/> Vandalia Water Dist |
|   | <input type="checkbox"/> <b>Tulare Lake</b><br><input type="checkbox"/> El Rico GSA<br><input type="checkbox"/> Tri County Water Authority                         |  |  |  |

| TYPE OF WORK                  |                             |
|-------------------------------|-----------------------------|
| <input type="radio"/> Destroy | Fill, cap, and bury a well. |

| WELL TYPE                                    |                                    |  |
|--|------------------------------------|--|
| <input type="radio"/> Domestic (1 – 4 Homes) | <input type="radio"/> Dairy Supply | <input type="radio"/> Test Well            |
| <input type="radio"/> Community              | <input type="radio"/> Industrial   | <input type="radio"/> Cathodic Protection  |
| <input type="radio"/> Agricultural           |                                    | <input type="radio"/> Monitoring Well(s) † |
| <input type="radio"/> Other _____            |                                    |  |
| †Number of Monitoring Well(s): _____         |                                    |  |

**WELL DESTRUCTION INFORMATION**

Gravel Pack    Open Bottom    Uncased    Other \_\_\_\_\_ Diameter \_\_\_\_\_ in.

Well Casing:    PVC    Steel   Original Well Depth: \_\_\_\_\_ ft.

Casing cut off \_\_\_\_\_ ft. below grade (max of 5') Note: No excavation requires explanation and approval.

Explanation: \_\_\_\_\_

Seal Depth: \_\_\_\_\_ ft. Method:    Freefall (Min 20', Max 30')    Tremie Pipe (Only metal tremie pipe can be used for destructions)

Fill material below seal: \_\_\_\_\_

Seal Material:    Neat Cement    Concrete    \_\_\_\_\_ Sack Sand Slurry    Bentonite-Product Name Type \_\_\_\_\_

**CONTRACTOR DISCLAIMERS**

\_\_\_\_\_ Submitting an incomplete application will delay the issuance of a permit. Destruction operations shall not commence until this application is approved and a permit has been issued. Once issued, the permit is to be available at all times on-site during Construction, Deepening or Reconstruction activities. With my initials, I certify that I have read and understand the above disclaimers.

**DRILLING CONTRACTOR CERTIFICATION STATEMENT**

\_\_\_\_\_ I hereby certify under penalty of perjury that all information provided on this well permit application is true, correct, and complete to the best of my knowledge. I understand that all work is to be done in accordance with the Tulare County Well Ordinance and the California Department of Water Resources Bulletin 74-81, 74-90 and all subsequent bulletins, as well as any and all permit conditions added through the application review process. In addition, I have a current and active C-57 Contractor's License and, if I employ workers, a current certificate of Worker's Compensation Insurance. Licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, as a well drilling contractor and such license is in full force and effect.

**INDEMNIFICATION**

By signing below, I hereby agree to defend, indemnify, and hold harmless the County of Tulare, its agents, legislative body, officers, or employees in any legal or administrative action, claim or proceeding concerning approval of this Application; or at the County's election and in the alternative, shall relinquish such approval. I agree to assume the defense of the County in any such legal or administrative action, claim or proceeding with legal counsel paid for in the entirety by me, but subject to the County's reasonable approvals. I agree to reimburse the County, its agents, its legislative body, officers or employees for any judgments, amounts paid in the settlements, court costs, and attorney's fees with the County, its agents, legislative body, officers, or employees may be required to pay at court as a result of such action, claim or proceeding. The County may, at its sole discretion, participate at its own expense in the defense of any such action, claim or proceeding, but such participation shall not relieve me of my obligations under this condition.

**CONTRACTOR**

This application is not considered complete until properly signed by both the Contractor and the Property Owner (or the Authorized Agent of the Property Owner).

Any misrepresentation on this application or noncompliance with required permit conditions, or regulations, will result in the issuance of a "Stop Work Order".

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PROPERTY OWNER**

This application is not considered complete until properly signed by both the Contractor and the Property Owner (or Authorized Agent of the Property Owner).

As the Property Owner (or Authorized Agent of the Property Owner) I hereby grant permission to perform the work as described in this application. Also, I agree to provide access to TCEHD personnel for inspection purposes.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ENVIRONMENTAL HEALTH SERVICES DIVISION USE ONLY**

Date Received \_\_\_\_\_ Fee Amount \_\_\_\_\_ Receipt # \_\_\_\_\_ Invoice # \_\_\_\_\_

Payment Method:    Cash    Check # \_\_\_\_\_    CC Approval # \_\_\_\_\_   Received by: \_\_\_\_\_

PALMS Hold: Y \_\_\_ N \_\_\_    OCSLB Check   C-57 Expiration Date \_\_\_\_\_    OGSA Review

Other: \_\_\_\_\_

**SITE MAP INFORMATION**

The space below can be used to include a map. The map must include:

Nearest cross-streets to the parcel

Existing structures on the parcel

Property lines and measurements (One from North or South and one from East or West)

North Property Line \_\_\_\_\_ South Property Line \_\_\_\_\_

East Property Line \_\_\_\_\_ West Property Line \_\_\_\_\_



## POLICY PRINCIPLES FOR PORTERVILLE IRRIGATION DISTRICT

### GROUNDWATER BANKING PROGRAM

Revised May 14, 2019

In furtherance of the District's project to manage surface and groundwater supplies available within the District, the District authorizes landowners within the District to develop, operate and maintain groundwater banking projects within District boundaries according to the following principles:

1. **Rules & Regulations.** Subject to the District rules and regulations relating to the availability, priority of use, and pricing of District water supply, a landowner in the District may operate a groundwater banking project within District boundaries.
2. **Legal.** California law permits a party who has a separate legal right to surface water developed from a source that is separate and distinct from the natural or native groundwater supplies existing in a common Basin aquifer to use the developed water for beneficial use. A party that owns a developed water supply "may use the supply by commingling the water with the native supplies and may subsequently recapture the developed water." (*City of Los Angeles v. City of Glendale* (1943) 23 Cal.2d 68, 76-78.) The recapture right includes the amount equivalent to the augmentation contributed by the water stored (either by direct recharge or return flows from water deliveries) (*City of Los Angeles v. City of San Fernando* (1975) 14 Cal.3d 199, 260.) Banking projects are permitted to recharge, store and recover water placed in the Basin aquifer so long as the quantity recovered does not exceed the amount contributed and none of the banking activities cause injury to any Basin resource or the rights of other users of water in the process.
3. **District Objectives.** The District adopts these policy principles based on its determination that District approval of groundwater banking activities conducted according to these principles will benefit the District, its landowners and water users, in the following respects:
  - a. Increase the total water supply available in the District.
  - b. Improve groundwater conditions within the Tule Subbasin (Bulletin 118, Subbasin 5-22.13, hereafter "Basin") and the District.
  - c. Contribute to the reduction of District and landowner costs to produce groundwater.
  - d. Increase the diversification of water supplies available in the District.
  - e. Facilitate landowners needs to obtain water for beneficial use in the District; and
  - f. Facilitate the District's compliance with the Sustainable Groundwater Management Act.
4. **Groundwater Banking Agreement.** A party eligible to develop, operate and maintain a groundwater bank within the District is required to be a current owner (in good standing) of land within the District boundaries and/or a third party with a written agreement with such a landowner of the District ("Banker"). Prior to commencement of construction or operation of

banking facilities, the Banker shall enter into a groundwater banking agreement with the District to provide for groundwater banking activities consistent with these principles. Any written agreement between a landowner authorizing a third party to develop, operate and maintain a groundwater bank within the District boundaries on behalf of a landowner shall be submitted and approved by the District. The District does not currently intend to directly develop, operate and maintain a groundwater bank but does expressly reserve its authority to revise these principles to include District groundwater banking in the future should it be deemed necessary and proper.

5. **Banking Facilities.** The Banker shall be solely responsible for determining the nature, location and extent of the necessary banking facilities. All costs of design, permitting, construction, operation, maintenance, repair and replacement and all other costs and expenses of a groundwater banking facility shall be the sole responsibility of the Banker. Prior to commencement of construction and operation of groundwater banking facilities the Banker shall submit and obtain approval from the District of a written report containing the following information:
  - a. The banking site location (Assessor Parcel Number, legal description, and GIS map).
  - b. The conveyance and distribution facilities and manner and method of operation.
  - c. The recharge facilities and the manner and method of operation.
  - d. The recovery facilities (landowner and/or project extraction wells) and the manner and method of operation.
  - e. The energy facilities (electric, diesel, solar, etc.).
  - f. The schedule for permitting, construction and commencement of operation.
  - g. The plan of operation, maintenance, repair and replacement of banking facilities.
  - h. The intended source of all banking water supplies (e.g., Central Valley Project, local surface waters [Tule River], third party exchange/transfer supplies, other).
  - i. The banking accounting, measurement, monitoring and reporting procedure.
  - j. A Monitoring and Operational Constraint Plan (MOCP) to ensure that unacceptable impacts to neighboring crops, well flow rates, water levels and quality are prevented and/or adequately mitigated.
  
6. **Banking Leave Behind.** In order to insure that a groundwater banking project will protect the Basin and benefit the District, its landowners and water users, the Banker shall leave in storage in the Basin aquifer to the credit of the District's storage master account the percentage amount of the total water reported, on an annual basis, to have augmented the storage in the Basin according to the following table:

| WATER SUPPLY  | PLACE OF USE   |               |                             |                        |
|---|----------------|---------------|-----------------------------|------------------------|
|   | PORTERVILLE ID | EAST-TULE GSA | REMAINDER OF TULE SUB-BASIN | ANY OTHER LAWFUL PLACE |
| WATER AVAILABLE TO THE DISTRICT AND DESIGNATED FOR IRRIGATION DELIVERY  | 20%            | X             | X                           | X                      |
| WATER AVAILABLE TO THE DISTRICT AND DESIGNATED FOR GROUNDWATER RECHARGE | 10%            | 20%           | X                           | X                      |
| WATER AVAILABLE TO THE DISTRICT AND DESIGNATED FOR OUT OF DISTRICT SALE | 10%            | 20%           | 30%                         | X <sup>1</sup>         |
| NON-DISTRICT WATER FROM THE TULE RIVER TRIBUTARY TO THE BASIN           | 10%            | 20%           | 30%                         | X <sup>2</sup>         |
| OTHER SURPLUS WATER SUPPLY  | 15%            | 15%           | 15%                         | 15%                    |

The term “water available to the District” means all Central Valley Project, Tule River or any other water supply which the District owns and is otherwise required to manage and deliver to landowners and water users within the boundaries of the District. An example illustrating application of the leave behind requirements in the table above is, if 1,000af of water available to the District and designated for out of district sale was banked by the Banker and reported as augmenting the storage in the Basin pursuant to this policy then: 900af could be extracted by the Banker if used within Porterville ID; 800af could be extracted if used within the East-Tule GSA boundary; and 700af could be extracted if used within the remainder of the Tule-Basin but outside of the East-Tule GSA boundary. The District’s storage master account would be credited respectively in the amount of 100af, 200af or 300af. The District will determine, in

<sup>1</sup> The District reserves the right to approve additional uses on a case-by-case basis.

<sup>2</sup> The District reserves the right to approve additional uses on a case-by-case basis.

its sole discretion, the use of the water stored and credited to the District in its storage master account resulting from any groundwater banking activities.

7. **Place of Use.** Any water credited to the Bankers storage sub-account originating from a District water supply, along with water originating from the Tule River, shall only be extracted and beneficially used within the boundaries of the District, the East-Tule Groundwater Sustainability Agency, or the Tule Subbasin (Bulletin 118, 5-22.13) to the extent provided in the leave behind requirements stated in Paragraph 6 above. Any water recharged, stored and credited to the Bankers storage sub-account originating from other non-District imported water supplies may be extracted and beneficially used at any place permitted by law in accordance with the leave behind requirements stated in Paragraph 6 above. It is anticipated that the District will review the leave behind (Paragraph 6) and place of use (Paragraph 7) provisions of this policy, and any other provision deemed necessary by the District, in conjunction with the five year review conducted by the Department of Water Resources following the District's initial submittal of its Groundwater Sustainability Plan in 2020.
8. **Priority of Use of District Water.** All District water supplies available for groundwater banking shall be subject to the District policies, rules and regulations regarding priority for allocation and use of water by landowners and water users within the District.
9. **Water Quality Standards.** The Banker shall insure that all water diverted into groundwater banking recharge facilities and stored in the Basin aquifer does not result in unacceptable deterioration of groundwater quality contrary to applicable Tulare Lake Basin Plan water quality objectives or as required in any MOCP approved by the District.
10. **Banking Accounting, Measurement, Monitoring and Reporting Procedure.** The Banker shall be responsible for developing and implementing a procedure to accurately account for all banking activities on a monthly and annual basis including the following: the source of all water delivered to each turnout, recharge discharges, percolation rates, recharge losses to evaporation and soil profile, net augmentation to storage in the Basin, pumping extractions, amounts of water in storage and recovery, the place of use of all banked water deliveries, changes in local groundwater conditions (including depth to groundwater, water quantity, quality, groundwater gradient and migration). All water recharged, stored and credited to the Banker according to the groundwater banking agreement shall be identified by source of water as a separate storage sub-account exclusively for use by the Banker but under the name of the District. Prior to commencement of construction and operation of groundwater banking facilities the Banker shall submit a written report and obtain approval from the District of its proposed banking accounting, measurement, monitoring and reporting procedure. The Banker shall provide the District on a monthly and annual basis a written report of all groundwater banking activities in a form approved by the District.
11. **Legal Compliance.** The Banker shall be solely responsible for complying with all applicable Federal, State and local laws, rules and regulations relating to its banking activities. At the District's discretion, the Banker shall provide the District with a copy of any permit, order,

agreement, environmental document, judgment or other record requested by the District indicating the Banker's compliance with applicable laws.

12. California Environmental Policy Act. The District shall act as the lead agency under the California Environmental Policy Act (Public Resources Code §21000, et. seq., "CEQA") regarding the preparation of documents required to carry out or approve a groundwater banking project authorized pursuant to this policy. Implementation of this policy and the approval of any groundwater banking project authorized pursuant to this policy are subject to compliance with CEQA and the Banker shall be responsible for the payment of all costs and expenses incurred by the District and the Banker relating to such compliance.
13. Indemnification. The Banker shall indemnify, defend and hold harmless the District, its board of directors, officers, employees, agents, assigns 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, and including attorneys' fees and other costs of litigation, arising out of or connected with the development, operation and maintenance of a groundwater bank.
14. District Administration. The Banker shall reimburse the District for its reasonable costs and expenses incurred, as determined by the District, to prepare or review the agreements, reports, plans and other documents and materials relating to the administration of the groundwater banking agreement with the Banker.