

## Changes to Interstate Water Banking Agreement

### Third Amended and Restated Agreement for Interstate Water Banking

- Term of agreement changes:
  - Agreement terminates when all (existing and future) LTSC in the SNWA Interstate Account have been recovered, unless extended by written agreement.
  - Existing LTSC in the SNWA Interstate Account must be recovered by December 31, 2063.
  - Future LTSC must be recovered within 50 years of the date of storage.
  - Oldest LTSC are recovered first.
- The AWBA no longer has an obligation to accrue future LTSC to be held in the SNWA Interstate Account.
- Payments by SNWA to date (\$122,738,945) meet the obligation to pay for existing LTSC (600,651 AF).
- Allows the parties to agree to future storage/accrual of LTSC in SNWA Interstate Account, including use of Nevada apportionment. (Subarticle 2.3 provides procedures for agreeing on amount of water to be stored and modifications during the year.)
- SNWA will bear all costs for future delivery and storage. Subarticle 2.5 provides for calculation of costs. Subarticles 2.7.3 and 2.7.4 provide for charges for administrative costs in years when AWBA delivers and stores water for SNWA.
- SNWA will pay \$20,000 per year for continuing administrative services in years when AWBA does not deliver and store water for SNWA, as described in Subarticles 2.7.1 and 2.7.2.
- There is no longer an Operating Account and a Resource Account. Costs for accruing existing LTSC are paid in full by SNWA (per Subarticle 2.2) and future costs will be billed directly to SNWA.