

**MWD**

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

March 30, 1993

To: Board of Directors (Engineering & Operations Committee--Action)
 (Water Problems Committee--Action)

From: General Manager

Subject: Chino Basin Conjunctive-Use Demonstration Program

Report

In January, staff informed your Board that it is negotiating a Memorandum of Understanding (MOU) that will define the guiding principles for a Chino Basin Conjunctive-Use Program consistent with local groundwater management practices and the adjudication which controls basin pumping. Representatives of the four parties to the MOU, including Metropolitan, Chino Basin Municipal Water District, Western Municipal Water District, Three Valleys Municipal Water District, and Chino Basin Watermaster, are now generally in agreement regarding the attached principles.

The MOU will document a consensus on principles for a demonstration program by relevant agencies. Its execution is therefore exempt from the provisions of the California Environmental Quality Act (CEQA) because it is a preliminary step with no inherent environmental impact and does not represent a "project" as defined by CEQA (State CEQA Guidelines, Sections 15061 and 15378).

Approval of the MOU is a key milestone in the program schedule. Staff is now initiating detailed facility planning (including field explorations, preliminary facility designs, and agency reviews) and concurrent preparation of environmental documentation for program implementation. The MOU is a temporary document leading to agreements needed for program implementation which your Board must approve. Those agreements will include a Conjunctive-Use Agreement which must also be approved by the Court presiding over the adjudication.

Capital required for the program is estimated to be about \$17.5 million. Overall program unit costs are projected at \$200 to \$250 per acre-foot, which is consistent with previous reports to your Board.

The program will benefit Metropolitan's service area by demonstrating a method for providing shortage and emergency water supplies developed through increased importation and storage of State project water. The program will also improve Metropolitan's operational flexibility.

Board Committee Assignments

This letter is referred to:

The Engineering and Operations Committee because of its responsibilities related to providing storage, distribution, and connections for the delivery of water pursuant to Administrative Code Sections 2431 (b), (c), and (d).

The Water Problems Committee because of its responsibilities related to importation, exchange, and underground storage of water pursuant to Administrative Code Sections 2481 (a), (c), (d), and (i).

Recommendation

WATER PROBLEMS AND ENGINEERING & OPERATIONS COMMITTEES FOR ACTION.

That the General Manager be authorized to execute the Memorandum of Understanding regarding the principles for a Chino Basin Conjunctive-Use Demonstration Program substantially on the terms outlined in this letter subject to approval as to form by the General Counsel.


for Carl Boronkay

KMK:bvf

Attachment

CHINO BASIN MEMORANDUM OF UNDERSTANDING PRINCIPLES

Storage Limit. 50,000 acre-feet maximum

Extraction Limits. 30,000 acre-feet annually and 3,000 acre-feet monthly; extracted water would be exported from the basin. No overdraft of Conjunctive-Use Account would be permitted.

Priority of Facility Use. The Court-established Watermaster would have priority for use of spreading facilities developed by Watermaster for stormwater runoff and spreading of imported water. Metropolitan would have priority of use of project facilities that it develops for Project use.

Watermaster Consultation. Metropolitan would consult with Watermaster regarding project operation consistent with the Watermaster rules under the basin adjudication.

Cost Reimbursement. Metropolitan would reimburse local agency direct costs; both Metropolitan and Watermaster would pay for use of the other party's spreading connection facilities; neither party would reimburse the other for use of spreading basin and appurtenant facilities constructed by the other party; Watermaster would not pay for use of Metropolitan spreading connections for cyclic storage deliveries.

Losses. Metropolitan's evaporation losses for spreading would be the same as those applied to the Watermaster's spreading. Rising groundwater losses would be limited to those caused by Metropolitan's project; determination procedures would be developed jointly by Metropolitan and Watermaster.

Term. Five-year term for MOU and a twenty-year term for the Demonstration Program on approval by the Court and Watermaster. Early termination provisions would protect Basin management interests and Metropolitan investments.

Facilities. Improvements would include spreading connections; conveyance facilities; modifications to existing spreading basins; and extraction and injection wells. Joint-use of locally-owned and Metropolitan-constructed facilities where beneficial to the parties would be allowed.

Replenishment. Storage would be accomplished through in-lieu exchange, injection and spreading. Preference would be given to in-lieu exchange when placing imported water into conjunctive-use storage. In-lieu exchange would be subject to approval by Metropolitan and Watermaster and would be subject to interruption.

Water Quality. Replenishment water would be the best quality of imported water available to Metropolitan.

Basin Protection. Metropolitan would provide \$3 million for removal of about 7,500 tons of net Total Dissolved Solids (TDS) accumulated in the Basin by the program. Metropolitan would pay the cost of removing additional TDS (exceeding 7,500 tons) as an annual operation and maintenance cost. Administration of funds would be by Watermaster and three participating Metropolitan member agencies overlying Chino Basin. If Metropolitan's money is not used by Watermaster for TDS removal within five years, those monies would revert to Metropolitan for use in removing TDS from the Chino Basin.

Project Definition. Project features would be finally defined and Watermaster final approval would occur through CEQA review.

Court Approval. Program implementation would be contingent upon approval by the Court presiding over the Chino Basin adjudication.