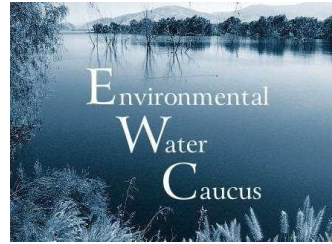


Appendix A

Comment Letters Received and Reclamation's Response to Comments



NORTH
COAST
RIVERS
ALLIANCE



CRAB BOAT OWNERS ASSOCIATION, Inc.
2907 Jones Street
San Francisco, California 94133-1115
415-885-1180



AQUALLIANCE
DEFENDING NORTHERN CALIFORNIA WATERS



CA Save Our Streams Council

March 26, 2015

Bruce Lawrence
Bureau of Reclamation
1243 N Street
Fresno, CA 93721

Comments on the Draft Environmental Assessment Westlands Water District Groundwater
Warren Act Contract EA-15-001 & FONSI-15-001

Dear Mr. Lawrence:

Thank you for the recent 15 day extension to the 15 day window of opportunity to comment on the DEA and FONSI to allow Reclamation to enter into a five-year Warren Act Contract with Westlands Water District. Under the terms of the contract, Westlands Water District would introduce up to 30,000 acre-feet per year (AF/y) of potentially highly contaminated non-Central Valley Project (CVP) water into the California Aqueduct-San Luis Canal, in years in which Westlands Water District's CVP allocation is 20% or less. Reclamation proposes to issue a combined 25-year authorization for all discharge points involved in the Proposed Action. Further the proposed federal action anticipates permitting Westlands Water District if it is unable to make use of water introduced into the facilities within the designated window, to carry the water over for some indefinite period of time. The amount of water from each source would vary, but the total quantity introduced under the Proposed Action would not exceed a combined volume of 30,000 AF in a given year.¹

Coalition-2 The draft EA and FONSI are not adequate and do not contain sufficient information to fully assess environmental impacts that should be avoided in order to fully protect the environment. Reasonable alternatives which could reduce the environmental impacts of the project have not been considered. The information, data, analyses, and cumulative impacts should be included and an EIS completed for recirculation before a finding of no significant impact can be made. Finally there is insufficient analysis of the cumulative impact of discharging these contaminants into drinking water and wildlife refuge supplies.

Coalition-3 Without analysis or data, the DEA determines there will be no impact to the environment, no effect to endangered species, and that there is full compliance with the Migratory Bird Treaty Act and the Fish and Wildlife Coordination Act. No consultation with the United States Fish and Wildlife Service has been initiated despite endangered species such as the giant garter snake, mountain plover, delta smelt, Sacramento splittail along with vernal pool ecological species found in locations of the proposed pumping, extraction and discharge along with other impacted species. All impacts to endangered species are summarily dismissed without data, surveys or analysis. The Bureau of Reclamation does not provide the basis for the determination that there is no need for further consultation regarding critical habitat, impacts to threatened and endangered species, or a need to provide any data to support the conclusions in the document.

Coalition-4 The proposed Westlands 5-year contract and 25 year authorization is not included in the DEA, so an informed decision and analysis is precluded. As EPA noted in 2010, and attached to these comments for reference, the proposed discharge of contaminated groundwater from Westlands with potentially high salt, boron, chromium, arsenic, and other metals would be subject to NPDES permitting requirements pursuant to the federal Clean Water Act. Further EPA noted, *"Permits will need to be designed to ensure the discharges do not cause or contribute to exceedences of applicable State water quality standards or degradation of designated beneficial uses."* No compliance with the federal Clean Water Act is provided in the DEA. Thus the public is precluded from analyzing the permit and conditions to ensure protection and non degradation of water supplies under the NPDES permit and potential mitigation measures. The proposed discharges including various metals and selenium bio-accumulate in the food chain thus amplifying the impacts.²

Coalition-5 Insufficient monitoring is required to ensure non-degradation state and federal water quality standards are upheld. Further the DEA does not require sufficient monitoring and reporting from the various Westland ground water laterals that will be discharging for some 25 years under a discharge permit that is not disclosed to the public. Monitoring is needed to ensure levels of pollutants discharged do not harm and degrade water supplies, endangered species or migratory birds. The full spectrum of contaminants that need to be monitored and reported are not included. What is provided appears to be limited to salts and volumes. Existing drinking water standards are not sufficient to protect fish, wildlife and migratory birds especially with regard to contaminants such as selenium, mercury or others that magnify in the food chain causing death and deformities. Impacts to downstream refuge water supplies like the 10,618 acre Kern National Wildlife Refuge that receives water from the California Aqueduct is not considered. Recent monitoring reports from California Department of Water Resources (DWR) show high levels of salts, heavy metals, arsenic, chromium etc.³

Coalition-6 As noted in the DEA, Westlands Water District is in an area with historical, as well as, recent subsidence (see Figure 3-3). DEA @pg 16. Increases in subsidence, impacts to the California Aqueduct, and long term cumulative impacts are brushed aside without analysis, data or consideration of alternatives. These impacts and costs are likely to be significant. USGS recently reported, *“Extensive groundwater pumping from San Joaquin Valley aquifers is increasing the rate of land subsidence, or sinking. This large-scale and rapid subsidence has the potential to cause serious damage to the water delivery infrastructure that brings water from the north of the valley to the south where it helps feed thirsty cropland and cities. According to a new report by the U.S. Geological Survey the subsidence is occurring in such a way that there may be significant operational and structural challenges that need to be overcome to ensure reliable water delivery.”*⁴

Coalition-7 Cumulative impacts from other exchanges also are not disclosed or analyzed. We adopt by reference our comments from previous exchanges and transfers and previous scoping comments that are attached.⁵ In addition to the continued extraction of water from already over drafted groundwater basins, the impacts from discharging this groundwater on WWD’s toxic soils on the west side of the San Joaquin Valley are not disclosed nor mitigated. These discharges are known to create life threatening impacts to migratory birds, wildlife and fish, magnifying up the food chain as these pollutants accumulate. These impacts are merely brushed aside. No monitoring or reporting is required. No data is provided to support the DEA conclusions of no impact. Alternatives are woefully deficient.

Coalition-8 The draft EIS does not adequately assess the potentially significant environmental impacts from the project. There are reasonably available alternatives that have not been considered and should be analyzed in order to reduce the potentially significant environmental impacts. Absent from the document is any assessment of the cumulative impacts including third party impacts and impacts to fish, wildlife and water quality. Required permits and compliance with the Clean Water Act to allow discharge of contaminants into the waters of the state and nation have not been provided. The document needs to be withdrawn. A full EIS is needed.

Coalition-9 Thank you for the opportunity to comment. Please add our names to USBR’s electronic notification lists for environmental documents regarding the Central Valley Project water supplies or contracts.

Sincerely,



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Co-Facilitator
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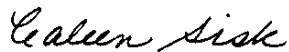
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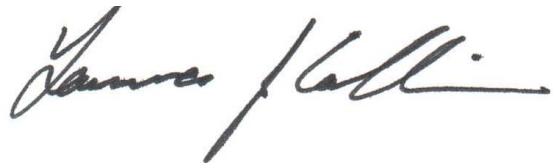
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Frank Egger
President
North Coast Rivers Alliance
fegger@pacbell.net

Attachments: 2010 Scoping Comment Letter and 2010 EPA Scoping Comment letter
Endnotes:

¹ http://www.usbr.gov/mp/nepa/documentShow.cfm?Doc_ID=21022

² <http://www.water.ca.gov/swp/waterquality/PumpIns/index.cfm> Water Quality data for 2008 pumping for WWD showed elevated levels of boron, salts, arsenic, and selenium.

³ See <http://www.water.ca.gov/swp/waterquality/PumpIns/index.cfm>

⁴ See <http://www.usgs.gov/newsroom/article.asp?ID=3731#.VRRBAKMtHVQ>

⁵ See comments provided http://www.usbr.gov/mp/nepa/documentShow.cfm?Doc_ID=14341
"Resnicks' Westside Mutual Water District member lands in Westlands Water District to the AEWSD service area and Westside Exchange Program are not disclosed nor analyzed. Nor are the impacts to Madera County from the potential groundwater transfers likely contemplated under the proposed action. The existing Exchange Program involves delivery of Arvin's supplies to Westside member lands as exchange water, based on a 1 for 1 or "bucket for bucket" basis, up to 50,000 acre feet (AF)."

See also July 3 2012, Environmental Advocates comments provided and adopted here by reference on Draft DEIS/EIR for proposed new transfer program that would provide for the transfer and/or exchange of up to 150,000 acre-feet of water from the San Joaquin River Exchange Contractors Water Authority [SJEC] to several potential users—Westlands Water District, SWP Contractors, Kern Water Bank and other users for over 25 years—2014-2038.

See 30,000 acre feet of groundwater proposed to be transferred to Westlands et. al. from the Mendota Pool
<http://www.usbr.gov/newsroom/newsrelease/detail.cfm?RecordID=49107>

See also North Valley Regional Recycled Water Program-- <http://www.nvrrecycledwater.org/description.asp>
The NVRWP could produce and deliver up to 32,900 acre-feet per year of tertiary-treated recycled water to the drought-impacted west side. This water can be used to irrigate food crops, public and privately owned landscaping, and for industrial uses. This basin transfer would alter San Joaquin River Flows and flows to refuges, and the South Delta Bay Estuary. The project would deliver up to 59,000 acre feet per year (AFY) of recycled water produced by the cities of Modesto and Turlock via the Delta-Mendota Canal (DMC), a feature of the Central Valley Project owned by Reclamation. Instead of discharging fresh treated water into the San Joaquin River, recycled water would be conveyed from Modesto and Turlock through pipelines from their wastewater treatment facilities, crossing the San Joaquin River, ending at the DMC.

Response to Coalition Comment Letter, March 26, 2016

Coalition-1 Comment noted. The comment does not raise concerns or issues specific to the environmental analysis presented in Environmental Assessment (EA)-15-001. As such, no changes need to be made to the EA and no response is required.

Coalition-2 EA-05-001 and its scope of analysis were developed consistent with National Environmental Policy Act (NEPA) regulations, guidance from the Council on Environmental Quality (CEQ), and the Department of the Interior's NEPA regulations. In accordance with NEPA, an EA is initially prepared to determine if there are significant impacts from carrying out the Proposed Action. An EA is defined by CEQ as a "concise public document" that "briefly provide[s] sufficient evidence and analysis for determining whether to prepare an environmental impact statement or a finding of no significant impact" (40 CFR 1508.9).

Reclamation has followed applicable procedures in the preparation of EA-15-001 which includes the required components of an EA as described in the CEQ's NEPA regulations (40 CFR 1508.9): discussion of the need for the proposal, alternatives as required, environmental impacts of the proposed action and alternatives, and listing of agencies and persons consulted. EA-15-001 analyzed the potential direct, indirect, and cumulative impacts of Reclamation's Proposed Action (the issuance of a 5-year Warren Act contract and land use authorizations[s] for up to a 25 year period) on the following resources: water resources, land use, biological resources, socioeconomics, environmental justice, cultural resources, Indian Trust Assets, Indian Sacred Sites, air quality, and global climate.

The commenter states that additional alternatives should be considered, but did not indicate what those alternatives should be. In accordance with the Department of the Interior's NEPA regulations (43 CFR Part 46.310), EAs are not required to develop alternatives unless there are issues related to unresolved conflicts concerning alternative uses of available resources.

Section 3.2.2 (Water Resources) and Section 3.4.2 (Biological Resources) of EA-15-001 address potential direct, indirect, and cumulative effects due to the Proposed Action on water quality and biological resources (including wildlife refuges), respectively.

Coalition-3 Section 3.4 (Biological Resources) of EA-15-001 includes Reclamation's analysis of potential effects to federally listed species pursuant to the Endangered Species Act (16 U.S.C. §1531 et. seq.) and to migratory birds pursuant to the Migratory Bird Treaty Act (16 U.S.C. §703 et. seq.). In summary, Reclamation's determination that the Proposed Action has no potential to affect listed species or migratory birds is based on the following considerations:

- There will be no construction or land use change.

- Delta pumping will be unaffected.
- Water would not be pumped from drainage-impaired soil layers.
- Water would not be applied to drainage-impaired lands.
- Specific water quality requirements and monitoring as described in Table 2-2 and Appendix C of EA-15-001.

As described in Section 3.4.2, Reclamation has determined there would be no effect to proposed or listed species or critical habitat under the Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.), and there would be no take of birds protected under the Migratory Bird Treaty Act (16 U.S.C. §703 et seq.). No consultation with the U.S. Fish and Wildlife Service or National Marine Fisheries Service is required.

The Fish and Wildlife Coordination Act (FWCA) requires that Reclamation consult with fish and wildlife agencies (federal and state) on all water development projects that could affect biological resources. The amendments enacted in 1946 require consultation with the U.S. Fish and Wildlife Service and State fish and wildlife agencies “whenever the waters of any stream or other body of water are proposed or authorized to be impounded, diverted, the channel deepened, or the stream or other body of water otherwise controlled or modified for any purpose whatever, including navigation and drainage, by any department or agency of the United States, or by any public or private agency under Federal permit or license”. Consultation is to be undertaken for the purpose of “preventing the loss of and damage to wildlife resources”. The Proposed Action does not involve any new impoundment or diversion of waters, channel deepening, or other control or modification of a stream or body of water as described in the statute. In addition, no construction or modification of water conveyance facilities are required for movement of this water. Consequently, Reclamation has determined that FWCA does not apply.

It should also be noted that the Sacramento splittail and Mountain Plover are not listed under the federal Endangered Species Act.

Coalition-4 Inclusion of the proposed contract or license is not typical for EAs, and is not necessary to evaluate the proposed contract/license’s environmental impacts.

The comments, and attachments, regarding drainage-impaired lands, including permits pursuant to the Clean Water Act, are not applicable to the Proposed Action. As described in Table 2-2 of EA-15-001, all groundwater shall be pumped from below the Corcoran Clay Layer, and water shall not be applied to drainage-impaired lands. Therefore the Proposed Action would not cause new drainage problems or worsen existing problems.

In addition, as described in Table 2-2 and Section 3.2 of EA-15-001, all non-CVP water introduced into federal facilities is required to meet Reclamation’s then

current water quality standards (see also Appendix C of EA-15-001); therefore, Reclamation has determined that a National Pollutant Discharge Elimination System permit is not required for the Proposed Action.

Coalition-5 As described in Table 2-2 and Section 3.2 of EA-15-001, all wells under the Proposed Action are required to comply with Reclamation's then-current water quality standards for conveyance of non-CVP water in the San Luis Canal. A copy of Reclamation's existing water quality standards and monitoring requirements is included as Appendix C in the Final EA.

See Response to Coalition-3 regarding impacts to federally listed species and migratory birds.

As described in Section 2.2 of EA-15-001, the Proposed Action includes the proposed issuance of a 5-year Warren Act Contract and land use authorization(s) for up to 25-years. The proposed land use authorization(s) are only for installation and maintenance of structures in Reclamation right-of-way as described in Section 2.2 of EA-15-001. The duration of the proposed introduction of non-CVP water is limited to 5 years as stated in the same section.

Coalition-6 As described in Section 3.2 of EA-15-001, subsidence is an ongoing concern in the Central Valley. Reclamation has included requirements in the water quality monitoring plan (see Appendix C of the Final EA) to measure groundwater depth during the pump-in program to identify overdraft and prevent subsidence. However, the groundwater to be conveyed under the Proposed Action is within the range of historical pumping by Westlands Water District (see Table 3-2 of EA-15-001), and would be pumped regardless of whether Reclamation allowed its introduction into federal facilities. Therefore any subsidence associated with this use of groundwater would take place regardless of Reclamation's decision.

Coalition-7 Cumulative impacts are described in Section 3.2.2 (Water Resources), Section 3.3.2 (Land Resources), 3.4.2 (Biological Resources), and 3.5.2 (Environmental Justice) of EA-15-001. See also responses to Coalition-4 and Coalition-5.

Coalition-8 See Responses to Coalition-2, Coalition-3, Coalition-4, and Coalition-7.

Coalition-9 Comment noted. Your names have been provided to our Public Affairs Office for inclusion in our distribution lists.



Consisting of 240,000 acres on the Westside of the San Joaquin Valley

JAMES E. O'BANION
Chairman

ROY CATANIA
Vice Chairman

STEVE CHEDESTER
Executive Director

LARRY FREEMAN
Water Resources Specialist

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& COOPER LLP**
Legal Counsel

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General Manager

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**FIREBAUGH CANAL
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April 3, 2015

Via Email: blawrence@usbr.gov

Mr. Ben Lawrence
U.S. Bureau of Reclamation
1243 N Street
Fresno, CA 93721

RE: ***Draft Environmental Assessment – Westlands Water District
Groundwater Warren Act Contract***

Dear Mr. Lawrence:

Thank you for the opportunity to comment on the subject Environmental Assessment (EA). The San Joaquin River Exchange Contractors Water Authority (Exchange Contractors) submits the following comments on the draft EA for the Westlands Water District Groundwater Warren Act Contract.

The Bureau of Reclamation (Reclamation), together with the cooperating Mendota Pool Group, have worked cooperatively for more than 14 years toward the goal of providing for a carefully controlled and monitored program to reduce the risk of quality degradation of receiving water of third parties; to keep land surface subsidence to minimal levels; and, to coordinate groundwater well pumping so that well interference and depletion of third party wells in the area will not occur.

Our comments are focused upon Mendota Pool operation pursuant to the Mendota Pool Agreement. It is essential that any pumping permitted for transfer under the terms of the subject Warren Act contract be conditioned upon receipt of written approval by Reclamation under the governance principles of the Mendota Pool Agreement or subsequent agreements. The parties proposing to transfer well water and /or wheel it will adhere to the terms of those monitoring and cost apportionment and levying terms. Based on the Exchange Contractors' concerns of risk to water quality degradation, we ask that Reclamation provide for termination of the pumping of well water and transfer of water if notice is provided under the current or subsequent Mendota Pool Agreement's terms that a breach of those conditions, standards, or requirements has occurred or is imminent. Because the monitoring and other conditions of that agreement provide for immediate cessation of pumping in certain conditions, Reclamation should assure that the use of water transferred

EC-1

Mr. Ben Lawrence

RE: ***Draft Environmental Assessment – Westlands Water District Groundwater Warren Act Contract***


April 3, 2015

Page 2

under this provision will, if ceased during the irrigation season, not result in destruction of a crop dependent only on this transferred well pumping water. ↑ EC-1 cont.

Thank you for the opportunity to comment on the subject EA.

Sincerely,



Steve Chedester

cc: San Joaquin River Exchange Contractors Water Authority Board & Managers
Paul Minasian, Esq., via Email
Mr. Mark Rhodes, Westlands Water District, via Email

Response to San Joaquin River Exchange Contractors (Exchange Contractors) Comment Letter, April 3, 2016

EC-1 As described in Table 2-2 of EA-15-001, any water proposed to be introduced into the Mendota Pool is required to meet water quality standards established for the Mendota Pool Group exchange program prior to introduction into the Mendota Pool.

The comment also appears to ask that Reclamation assure no crop losses would result if the proposed water transfer must be stopped during the irrigation season. Reclamation cannot take special responsibility for the proposed transfer water becoming unavailable due to foreseeable considerations such as poor water quality, canal scheduling conflicts, etc. Those risks are typical of the type of agreement being considered, and are not unusual for this type of action. The water to be conveyed under the Proposed Action is considered a supplemental supply, and is one of several sources of water available to growers.

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



APR 13 2015

Mr. Ben Lawrence
Natural Resources Specialist
Bureau of Reclamation
U.S. Department of Interior
South-Central Office SCC-412
1243 N. Street
Fresno, CA 93727

Dear Mr. Lawrence:

DWR-1

The California Department of Water Resources (DWR), as operator of the San Luis Canal and California Aqueduct, appreciates the opportunity to provide comments on the U.S. Bureau of Reclamation's Draft Environmental Assessment (EA) and Draft Finding of No Significant Impact (FONSI) for the Westlands Water District Groundwater Warren Act Contract (Proposed Action). The Proposed Action describes Westlands' plan to enter into a five-year Warren Act Contract with the U.S. Bureau of Reclamation (Reclamation) to introduce up to 30,000 acre-feet per year (AF/y) of non-Central Valley Project (CVP) water into the San Luis Canal, in years in which Westlands Water District's (Westlands) CVP allocation is 20% or less. Further, a significant source of this non-CVP water would be pumped groundwater from deep groundwater wells within Westlands, as well as other sources of non-CVP water by way of the Mendota Pool.

DWR-2

As a key statewide coordinating entity during this ongoing and unprecedented drought, along with Reclamation, DWR is keenly aware of the severity of the dry conditions and the details of California Governor Brown's Emergency Declaration in response to severe drought impacts. In that vein, DWR is anxious to work with Westlands and Reclamation to take actions that can help ameliorate, at least in part, some of the severe drought impacts in the San Joaquin Valley. As you are likely aware, Westlands has entered into past agreements (2008 and 2014 for example) with DWR to carry out similar programs under dry conditions. An important element in these agreements is to ensure that unacceptable water quality degradation does not occur, that real time operational protocols and contacts are clearly delineated, and the safety of the public and those working in and around the San Luis Canal are fully considered.

DWR-3

Another, longer term, concern raised by description of the Proposed Action is the potential for infrastructure damage to the San Luis Canal, and other Joint Use Facilities, jointly paid for by Reclamation and DWR. More analysis is needed to determine if the Proposed Action will have a significant environmental effect on the Joint Use Facilities or other important regional infrastructure.

APR 10 2015

DWR-4 DWR operates and maintains, under Federal contract, #14-06-200-9755 with the United States Department of the Interior Bureau of Reclamation, that portion of the California Aqueduct, Reaches 4-7, known as the San Luis Canal as a Joint-use facility for conveyance of the both State Water Project (SWP) water and Central Valley Project (CVP) water. The SWP capacity use of these Joint Use Facilities is the majority share at 55 percent. The Warren Act Contract requirement, as a federal law, does not address DWR's concerns regarding its role as operator of the San Luis Canal and DWR's requirement to protect the SWP, its water contracting agencies, and the public as a whole. As such, Reclamation and DWR need to work together to make sure both the federal and state operations and all federal and state water contractors are protected in the implementation of the Proposed Action or similar activities.

DWR is ready and willing to work diligently with Reclamation and Westlands to develop the agreement(s) necessary to utilize the San Luis Canal/California Aqueduct to convey the critically needed drought relief water supply in 2015 or beyond should the drought persist.

If you have any questions, or would like to discuss this issue further, please contact me at (916) 653-8043.

Sincerely,



FOR Carl A. Torgersen, Deputy Director
State Water Project

cc: Jose Gutierrez, Deputy General Manager - Resources
Westlands Water District
P.O. Box 6056
3130 N. Fresno Street
Fresno, CA 93703-6056

Response to Department of Water Resources (DWR) Comment Letter, April 10, 2016

- DWR-1** Comment noted. The comment does not raise concerns or issues specific to the environmental analysis presented in Environmental Assessment (EA)-15-001. As such, no changes need to be made to the EA and no response is required.
- DWR-2** Reclamation understands the importance of a monitoring program to protect the quality of water in the shared facility, as well as the need to coordinate water operations. Appendix C has been added to EA-15-001 describing Reclamation's existing water quality standards and monitoring requirements for introduction of non-CVP water under the Proposed Action into the San Luis Canal. The planned testing and monitoring program have included the requirements imposed by DWR in 2014 including additional requirements imposed by Reclamation. Westlands Water District will coordinate with DWR and the State Water Project's Facilitation Group during the introduction of the non-CVP water into the San Luis Canal. See also Responses to Coalition-5 and Coalition-7.
- DWR-3** The comment raises concerns regarding the potential for infrastructure damage to the Joint Use Facilities; however, no indication of what would cause the potential damage is given so additional analysis is not possible. As stated in Section 2.2 of EA-15-001, no new facilities or modifications to the San Luis Canal would be authorized for the Proposed Action without additional environmental review and approval.
- DWR-4** See Response to DWR-2.

April 10, 2015

Delivered via e-mail: blawrence@usbr.gov

Mr. Ben Lawrence
U.S. Bureau of Reclamation
1243 "N" Street
Fresno, CA 93721

Subject: Comments Regarding the Draft Environmental Assessment and Finding of No Significant Impact for the Westlands Water District Groundwater Warren Act Contract

Dear Mr. Lawrence:

SWC-1 The State Water Contractors¹ (SWC) appreciate the opportunity to provide comments on the U.S. Bureau of Reclamation's (Reclamation) Draft Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) for the Westlands Water District's Groundwater Warren Act Contract (Proposed Action). As described in the EA, under the Proposed Action, Reclamation would enter into a five-year Warren Act Contract with Westlands Water District (WWD) to introduce up to 30,000 acre-feet per year of non-Central Valley Project (CVP) water into the San Luis Canal in years when the WWD CVP allocation is 20% or less. The period of introduction would be April 1 to August 31. The source of the non-CVP water would be pumped groundwater from deep groundwater wells within WWD, as well as other sources of non-CVP water by way of the Mendota Pool.

SWC-2 The SWC has a significant interest in any project which could affect the structural integrity of, and water quality within, the State Water Project (SWP) system, including the California Aqueduct (Aqueduct). Based on review of the EA, we are concerned with: (1) the lack of a defined process for implementation and coordination of the Proposed Action, (2) potential negative effects on SWP infrastructure, and (3) potential negative effects on SWP water quality.

Coordination and Implementation

SWC-3 DWR operates and maintains, under Federal contract, #14-06-200-9755 with the United States Department of the Interior Bureau of Reclamation, that portion of the California Aqueduct, Reaches 4-7, known as the San Luis Canal as a Joint-use facility

¹ The State Water Contractors (SWC) is a non-profit association of 27 public agencies from Northern, Central and Southern California that receive water under contract from the California State Water Project. The 27 member SWC agencies are: Alameda County Flood Control and Water Conservation District Zone 7, Alameda County Water District, Antelope Valley-East Kern Water Agency, Casitas Municipal Water District, Castaic Lake Water Agency, Central Coast Water Authority, City of Yuba City, Coachella Valley Water District, County of Kings, Crestline-Lake Arrowhead Water Agency, Desert Water Agency, Dudley Ridge Water District, Empire-West Side Irrigation District, Kern County Water Agency, Littlerock Creek Irrigation District, Metropolitan Water District of Southern California, Mojave Water Agency, Napa County Flood Control and Water Conservation District, Oak Flat Water District, Palmdale Water District, San Bernardino Valley Municipal Water District, San Gabriel Valley Municipal Water District, San Geronio Pass Water Agency, San Luis Obispo County Flood Control and Water Conservation District, Santa Clara Valley Water District, Solano County Water Agency, and Tulare Lake Basin Water Storage District.



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Tulare Lake Basin Water
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Cindy Kao

Santa Clara Valley Water
District

Dan Masnada

Castaic Lake Water Agency

David Okita

Solano County Water Agency

General Manager

Terry Erlewine

↑ for conveyance of both SWP water and CVP water. The Warren Act Contract requirement is mandated under federal law but does not address DWR's concerns regarding its role as operator of the San Luis Canal and DWR's requirement to protect the SWP and the SWC. The Bureau must work together with DWR to make sure both the federal and state operations and federal and state contractors are protected in the implementation of the Proposed Action. It is critical that the implementation of the Proposed Action include an agreement between WWD and DWR, similar to the 2008 and 2014 Agreements, copies of which are attached to this comment letter.

As noted above, in previous years, WWD has worked directly with DWR and the SWC to develop, coordinate, and implement annual programs similar to the Proposed Action. This coordination is important to ensure SWP water supply and water quality are maintained and protected.

In 2012, DWR established a "Water Quality Policy and Implementation Process for Acceptance of Non-Project Water into the State Water Project" (DWR Aqueduct Pump-In Policy) (attached), which WWD has followed in previous years for similar one-year projects. Under the DWR Aqueduct Pump-in Policy, protocols for water quality monitoring and water quality forecasting are defined. The DWR Aqueduct Pump-In Policy also establishes a Facilitation Group to review and coordinate non-project water introduction into the California Aqueduct. Under the DWR Aqueduct Pump-in Policy, policies and protocols, including response plans, are established to ensure SWP water supply and water quality are protected. The SWC request that Reclamation and WWD coordinate with DWR under the established DWR Aqueduct Pump-In Policy.

SWP Infrastructure

The SWC is concerned with the effects of the Proposed Action on SWP infrastructure, particularly the structural integrity of the Aqueduct itself and SWP auxiliary facilities along the Aqueduct. The EA acknowledges that WWD "is in an area with historical as well as recent subsidence." Additionally, the United States Geological Survey (USGS) has monitored subsidence around the Delta Mendota Canal and has found significant and continuing subsidence and is currently studying the impacts of subsidence on the Aqueduct. (See <http://ca.water.usgs.gov/projects/central-valley/delta-mendota-canal-subsidence.html>.) However, the EA states that "groundwater to be conveyed under the Proposed Action is within the range of historical pumping by the district, and would be pumped regardless of whether Reclamation allowed its conveyance in federal facilities." The EA concludes that "any subsidence associated with this use of groundwater would take place regardless of Reclamation's decision." The EA does not provide an analysis or documentation to support this statement. Furthermore, the California Legislature passed historic groundwater legislation that requires groundwater managers to adopt groundwater sustainability plans that manage a groundwater basin so there are not undesirable results. (Cal. Water Code § 10735.2.) Undesirable results include "significant and unreasonable land subsidence that substantially interferes with surface land uses." (Cal. Water Code § 10721 (w)(5).) Therefore it is incorrect to assume that the pumping will occur regardless of the Proposed Action.

Contrary to what the EA states, the SWC is concerned that the Proposed Action would assist and encourage additional groundwater pumping in the WWD. Therefore, additional subsidence, which is irreversible, could potentially be caused by the Proposed Action and would compromise the structural integrity of the Aqueduct, with costly impacts to the SWP. The SWC recommend that Reclamation provide documentation that the Proposed Action would not result in increased groundwater pumping or, if increased groundwater pumping would occur due to the Proposed Action, Reclamation provide analysis and documentation of the effects of the increased groundwater pumping on subsidence in the vicinity of the Aqueduct.

Water Quality

SWC-5 The EA states that the groundwater pumped and conveyed under the Proposed Action “would be required to meet then-current water quality standards prior to approval for introduction to San Luis Canal.” The EA does not discuss or address effects on water quality in the Aqueduct. Although the groundwater pumped and conveyed under the Proposed Action may meet “then-current” water quality standards, which are not clearly defined in the EA, there may still be a degradation in Aqueduct water quality compared with water quality conditions absent the Proposed Action. The SWC suggests that the “then-current” water quality standards be more clearly defined and a quantitative analysis be presented that demonstrates the effect of the Proposed Action on Aqueduct water quality.

Additionally, the EA identifies proposed discharge locations, but does not disclose flow rate or water quality information for those discharge locations. The SWC recommend that discharge locations have the capability to be monitored for flow rates and water quality. This information could then help inform a quantitative analysis, as described above, to demonstrate the effect of the Proposed Action on Aqueduct water quality.

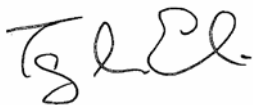
In Summary

Based on these comments, the SWC believes that Reclamation’s EA and FONSI for the Proposed Action do not adequately discuss, analyze, or address potential water quality or infrastructure impacts to the SWP. Additionally, Reclamation’s EA and FONSI for the Proposed Action do not describe any protocol or process that would be implemented to ensure that SWP water quality and infrastructure are not adversely impacted due to implementation of the Proposed Action.

SWC-6 The SWC is concerned with potential costly effects to SWP water quality and irreversible effects on SWP infrastructure. Instead of implementing the Proposed Action, the SWC urge Reclamation and WWD to coordinate directly with DWR on an annual basis, as done in past years, using the defined DWR Aqueduct Pump-In Policy, to ensure that SWP water supply and water quality are maintained and protected with implementation of the Proposed Action until such time as the concerns raised above are addressed.

We appreciate the opportunity to provide input to your planning process and we look forward to receiving future information concerning the proposed project. We would be happy to meet with you to discuss any of our comments. Please contact me at terlewine@swc.org or 916-447-7357 x 203.

Sincerely,



Terry L. Erlewine
General Manager

Attachments

State of California
The Resources Agency
DEPARTMENT OF WATER RESOURCES

AGREEMENT BETWEEN
THE DEPARTMENT OF WATER RESOURCES, OF THE STATE OF
CALIFORNIA,
AND
WESTLANDS WATER DISTRICT
FOR
INTRODUCTION and CONVEYANCE OF LOCAL GROUNDWATER
IN THE CALIFORNIA AQUEDUCT

SWPAO #08052

THIS AGREEMENT is made and entered into as of the 8th day of August, 2008 pursuant to the provisions of the California Water Resources Development Bond Act and other applicable laws of the State of California, between the Department of Water Resources (DWR) of the State of California and Westlands Water District (WWD), a water district, duly organized, existing and acting pursuant to the laws of the State of California. This Agreement may refer to DWR or WWD individually by name, as "Party" or collectively as "Parties".

Recitals

- A. DWR operates and maintains the State Water Resources Development System pursuant to the laws of the State of California, involving the development and conveyance of water supplies to public agencies and water districts throughout the State of California.
- B. DWR operates and maintains, under Federal contract #14-06-200-9755 with the United States Department of the Interior Bureau of Reclamation, that portion of the California Aqueduct, Reaches 4-7, known as the San Luis Canal (Aqueduct) as a Joint-use facility for conveyance of State Water Project (SWP) water and Central Valley Project (CVP) water.
- C. Due to critically dry hydrologic conditions in 2008, court ordered restrictions on pumping from the Delta, a reduction in WWD's 2008 CVP water allocations, and rationing of all CVP water south of the Delta, June through August 2008, WWD has a compelling need to transfer its local groundwater supply for use between farmers and landowners within its service area.
- D. This Agreement has been developed in response to the Governor's Proclamation "State of Emergency-Central Valley Region" issued on June 12, 2008.
- E. WWD has committed that they will not propose similar programs in response to future water supply shortage conditions, unless those programs are accompanied by completed CEQA documentation, comply with DWR pump-in policies and demonstrate that economic effects resulting from subsidence associated with the increased groundwater pumping or any water quality degradation for SWP contractors are either fully mitigated or compensation is provided.
- F. WWD has requested DWR to allow WWD to pump into the Aqueduct through DWR approved turn-in structures, up to 20,000 acre-feet of local groundwater originating from wells in the WWD service area, Reaches 4-7, and for DWR to provide conveyance and delivery of this water to WWD turnouts in Reaches 4-7 for use by WWD on agricultural lands only within its service area.
- G. WWD has agreed to provide to DWR, as mitigation to the SWP, water previously acquired by WWD, in an amount equivalent to 10 percent of the total amount of local groundwater pumped into the Aqueduct from WWD. The mitigation water will be made available to the SWP in O'Neill Forebay.

AGREEMENT

DWR agrees to accept, convey, and deliver for WWD up to 20,000 acre-feet of local groundwater within WWD's service area under the following terms and conditions:

1. Pump-in, Conveyance and Delivery of Local Groundwater

- a. DWR will allow pump-in of WWD local groundwater from individual source wells approved by DWR into the Aqueduct, Reaches 4-7 during the period of June 16 through September 30, 2008.
- b. All source wells selected by WWD to provide local groundwater to be pumped into the Aqueduct must be approved by DWR prior to any actual pump-in of local groundwater into the Aqueduct.
- c. DWR will allow and provide conveyance and delivery of WWD local groundwater to turnouts located within Aqueduct Reaches 4-7 during the period of June 16 through September 30, 2008.
- d. DWR shall have no obligation to return any local groundwater introduced into the Aqueduct under this program that does not meet DWR's requirements for water quality or documented measurement.
- e. Any local groundwater introduced into the Aqueduct by WWD which is not accepted for delivery by WWD by September 30, 2008 shall be considered SWP water and will not be available for delivery to WWD.

2. Services Provided

WWD shall assure timely access for DWR personnel to conduct any of the following activities within WWD's service area during the term of this Agreement:

- a. Verification of metering calibration standards and requirements for meters located at the point of entry into the Aqueduct and at the point of delivery out of the Aqueduct.
- b. Collecting of water samples from source wells and at the point of pump-in to the Aqueduct for testing of water quality.
- c. Any other activities deemed necessary by DWR to comply with the terms of this Agreement.

3. Water Quality

- a. Prior to any pump-in approval being granted to WWD by DWR, WWD shall be responsible for water, from each source well pumping local groundwater, to be tested by a certified laboratory and no water shall be pumped into the Aqueduct that exceeds the Maximum Contaminant Levels (MCL) standards or fails to meet the acceptable concentrations of MCL established for the six constituents of concern (COC):

Arsenic	0.01 mg/L
Boron	2.0 mg/L
Bromide	no proposed MCL, to be reviewed on a case by case basis by DWR
Nitrates	45 mg/L
Sulfates	600 mg/L
Total Dissolved Solids	1100 mg/L

- b. DWR staff will conduct routine water quality measurements of the Aqueduct, upstream and downstream of the WWD service area, from Check 13 through Check 21. The results of DWR water quality testing will be available on the DWR Water Data Library website within 2 weeks of sampling.
- c. If any water from a source well providing local groundwater is tested and found to be at, or within, 10 percent of the acceptable MCL concentration, DWR shall re-sample and test that specific well water again. If a second test of groundwater from an individual source well is found not to meet the acceptable MCL concentration, WWD will cause the pump to discontinue pumping water into the Aqueduct immediately and that pump will not be allowed to resume pumping water into the Aqueduct.
- d. All water from each source well must also comply with the California Code of Regulations, Title 22 Water Quality Analysis requirements, as modified for this Agreement, in order to continue to provide local groundwater pumping into the Aqueduct under this Agreement. Within 2 weeks of well start-up, a modified Title 22 Water Quality Analysis shall be provided to DWR. Any source well found not to meet the modified Title 22 primary requirements shall be shut down immediately. During the term of this Agreement, if any modified T22 secondary metal MCL is exceeded in the Aqueduct at Check 21, any pump-in well exceeding the T22 secondary metal MCL shall immediately be shut down by WWD.
- e. DWR's water quality testing results will govern over laboratory results provided by WWD. WWD may request that DWR resample and test a given source well for the COC.

4. Water Operations

- a. WWD shall receive pump-in approval from DWR prior to the introduction of local groundwater into the Aqueduct. WWD shall provide DWR with daily and weekly schedules which shall identify the approved source wells flow rates, locations of pump-in by Aqueduct Mile Post and delivery of local groundwater by Reach.
- b. DWR shall have no obligation to return to WWD any local groundwater pumped into the Aqueduct under this Agreement that does not meet DWR's requirements for water quality or measurement.
- c. Any local groundwater pumped into the Aqueduct by WWD which is not accepted for delivery by WWD by September 30, 2008 shall be considered SWP water.
- d. No pump-in of WWD local groundwater shall be permitted by DWR after September 30, 2008.
- e. DWR will not allow any transfer or exchange of SWP water for local groundwater and will not provide for storage of local groundwater for WWD under this Agreement.
- f. DWR may, upon notice orally by telephone, electronic mail or notice by facsimile transmission and confirmed in writing require WWD to stop the pump-in of local groundwater into the Aqueduct immediately, if, in the judgment of DWR, its continuance could result in disruption of or damage to the SWP, including but not limited to unacceptable degradation of water quality.

5. Water Accounting

- a. At the end of each month from June 16, 2008 through September 30, 2008 during the pump-in and delivery period of local groundwater within Reaches 4-7, WWD shall submit a Water Accounting Statement (WAS) to the following DWR staff at San Luis Field Division and the State Water Project Analysis Office:

Mr. Mandeep S. Bling
Supervising HEP Utility Engineer
Department of Water Resources
San Luis Field Division
31770 Gonzaga Road
Gustine, California 95322
Office Phone: (209) 827-5110
Fax: (209) 827- 0846
E-Mail: bling@water.ca.gov

Ms. Carol L. White
Research Analyst II
Department of Water Resources
State Water Project Analysis Office
Post Office Box 942836
Sacramento, California 94236-0001
Office Phone: (916) 653-6600
Fax: (916) 653-9628
E-Mail: cwhite@water.ca.gov

- b. The WAS will provide documentation to DWR of the total amount of WWD's local groundwater pumped into the Aqueduct within each reach, all deliveries to turnouts by reach, and include conveyance losses calculated at 2 percent.
- c. Any differences between WWD and DWR related to water accounting shall be immediately reconciled and settled monthly. DWR will determine the final water deliveries by reach.
- d. All WWD local groundwater, total pump-in and total deliveries, and conveyance losses must balance to zero by the end of each month.

6. No Impacts to State Water Project

- a. DWR shall accept and convey WWD local groundwater inflow in accordance with a schedule approved by DWR, and at times, amounts, and locations consistent with the overall delivery capability of the SWP.
- b. WWD agrees that DWR will have sole determination of whether conveyance of the groundwater adversely affects SWP operations, including but not limited to, SWP approved allocations, water storage and deliveries, compliance with environmental regulations and water rights permits, flood control, or other SWP purposes.
- c. WWD shall be responsible, as determined by DWR, for any adverse impacts to the SWP or its long-term water contractors, including but not limited to damages to the Aqueduct from subsidence and water quality impacts that may result from the local groundwater pumping into the Aqueduct or conveyance of local groundwater to turnouts within Reaches 4-7.

7. California Environmental Quality Act Exemption

- a. WWD, as lead agency, will be required to provide CEQA compliance prior to any request to DWR for any future pump-in program beyond December 31, 2008.

8. Water Quality Mitigation

- a. As soon as operationally possible after the low point of storage in San Luis Reservoir has been determined for 2008 by DWR and Reclamation, but no later than November 1, 2008, WWD shall agree to provide mitigation to the SWP for water quality impacts. WWD shall make available to the SWP, water previously acquired from KCWA as an in-lieu exchange of purchased Kern River water under separate agreement with WWD, in an amount equivalent to 10 percent of the total pump-in amount of WWD's local groundwater documented by DWR

under this Agreement. Because this Agreement and the 10 percent mitigation rate are a response to a unique, emergency situation, this mitigation shall not be a precedent in responding to similar impacts in future situations.

- b. WWD shall agree to make SWP mitigation water available to DWR for SWP supply at O'Neill Forebay on a mutually agreeable operations schedule.
- c. Mitigation water as described in Articles 8.a. and 8.b. shall be provided to the SWP regardless of the amount of local groundwater delivered to WWD under the terms of this Agreement.
- d. WWD shall be responsible for complying with all applicable laws and regulations including the Federal Endangered Species Act and the California Endangered Species Act and for securing any required consents, permits, reports, and orders to allow DWR to facilitate the return of mitigation water to the SWP.

9. Charges

WWD shall pay DWR for all services provided by DWR related to this Agreement, including:

- a. A one-time Agreement Preparation Fee of \$10,000 to cover DWR's costs for the development, preparation and execution of this Agreement;
- b. A Monthly Administrative Fee of \$700 to cover DWR's costs to administer the Agreement, maintain records, and prepare monthly billings. This fee shall be charged beginning in the month when DWR first accepts local groundwater into the Aqueduct and will be charged each month during pump-in, conveyance or delivery of local groundwater to WWD and until all mitigation water has been accepted by DWR, or this Agreement is terminated.
- c. WWD agrees to pay direct costs incurred by DWR as a result of providing services under this Agreement which otherwise would not have been performed in absence of this Agreement. These costs include, but are not limited to water quality testing, meter calibration, water measurements, and personnel costs of staff time and travel.
- d. A Use-of Facilities fee of \$5.61 per acre-foot for conveyance of local groundwater to turnouts in Reaches 4-7 of the Aqueduct.
- e. Any other costs identified as reasonably incurred by DWR for providing services to WWD under this Agreement.

10. Billings and Payments

- a. Upon execution of this Agreement, DWR shall bill WWD the \$10,000 Agreement Preparation Fee under Article 9.a.
- b. DWR shall bill WWD for the \$700 monthly administrative fee as applicable under Article 9.b.
- c. DWR shall bill WWD for the direct costs of DWR personnel to provide services under Article 9.c. when costs are determined by DWR.
- d. DWR shall bill WWD for the Aqueduct Use-of-Facilities charge under Article 9.d. after deliveries have been confirmed by DWR.
- e. All payments shall be due within 30 days after the date of DWR's invoice.
- f. Interest shall be charged for all delinquent payments. WWD shall pay to DWR accrued interest on all overdue payments at the rate of 1 percent per month from the due date to the date of payment.
- g. All invoices billed under this Agreement should be mailed to:
Ms. Charlotte Dahl
Director of Finance & Administration
Westlands Water District
Post Office Box 6056
Fresno, California 93703-6056
Office phone: (559) 224-1523

11. Liability

- a. DWR shall not be responsible for any use, effects, or disposal of WWD's local groundwater from source wells prior to introduction into the Aqueduct or after the water passes through WWD's turnouts in Reaches 4-7 of the California Aqueduct. Responsibility under the terms of this Agreement shifts from DWR to WWD when the local groundwater passes through WWD's turnouts.
- b. WWD agrees to defend and hold DWR, its officers and employees, jointly or severally, harmless from any direct or indirect loss, liability, lawsuit, cause of action, judgment or claim, and shall indemnify DWR, its officers and employees, jointly or severally, for all lawsuits, costs, damages, judgments, attorneys fees, and liabilities that DWR, its officers and employees incur as result of DWR providing services to WWD under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR.

- c. If DWR is precluded in whole or in part from accepting or delivering local groundwater from or to WWD because of uncontrollable forces, then DWR is relieved from the obligation to deliver the water to the extent it is reasonably unable to complete the obligation due to the uncontrollable force. Uncontrollable forces shall include, but are not limited to earthquakes, fires, tornadoes, floods, and other natural or human caused disasters.
- d. The performance of the parties to this Agreement is contingent upon approval of all governmental agencies with jurisdiction over approval of this Agreement, including without limitation any necessary compliance with applicable environmental laws. If unforeseen conditions prohibit completion of deliveries herein, after partial deliveries are made hereunder, this Agreement will be treated as though rescinded except for responsibilities for liabilities and water already delivered. Unforeseen conditions include, but are not limited to, failure of approvals or withdrawal of approval by any governmental agency with jurisdiction over this Agreement or administrative order with respect thereto.
- e. WWD shall not be entitled to recover any costs, including, but not limited to any charges billed under Article 10 of this Agreement, DWR verification of water accounting costs, or Use-of-Facilities fees paid for conveyance of local groundwater if uncontrollable forces preclude DWR from delivering the local groundwater as described in this Agreement, or this Agreement is rescinded under Article 11.d., or terminated for good cause under Article 12.

12. Term

This Agreement shall be effective from the date when the last Party signs this agreement and shall remain in effect until whichever occurs later: December 31, 2008, or upon final payment to DWR by WWD of all costs attributable to this Agreement including liabilities.

- a. Either party may terminate the Agreement, as set forth below, for good cause. In addition, upon notice to WWD, DWR may terminate this Agreement if the local groundwater pumped into the California Aqueduct does not meet the water quality criteria provided in Article 3 and Attachment 1 or metering standards as required by DWR.
- b. If this Agreement is terminated, WWD shall not be relieved of its obligation to pay any costs incurred under this Agreement nor for payment for liabilities related to services provided by DWR prior to the time of termination.
- c. DWR shall be obligated to return any local groundwater that has been pumped into the Aqueduct and meets the metering and water quality criteria provided under Article 3 and Attachment 1.

- d. Before terminating this Agreement, either party shall provide the other with the specific ground(s) on which it wishes to terminate the Agreement. The party wishing to terminate this Agreement shall provide the other party with a reasonable opportunity to adjust or correct any problems that may have arisen in the implementation of this Agreement. Termination may only take place 5 days after written notice has been provided to the other party unless termination is based on Articles 3, 4.f., or 6 of this Agreement in which case those Articles shall control.

13. Notices

All communications or notices in connection with this Agreement shall be in writing and either hand-delivered or sent by United States first class mail, postage prepaid, facsimile, or electronic mail followed by written notice sent by U.S. mail, and addressed as follows to the appropriate recipient:

Mr. Robert B. Cooke, Chief
State Water Project Analysis Office
Department of Water Resources
Post Office Box 942836
Sacramento, California 94236-0001
Office Phone: (916) 653-4313
Fax: (916) 653-9628
E-Mail: cooke@water.ca.gov

Mr. Mandeep S. Bling
Supervising HEP Utility Engineer
Department of Water Resources
San Luis Field Division
31770 Gonzaga Road
Gustine, California 95322
Office Phone: (209) 827-5110
Fax: (209) 827- 0846
E-Mail: bling@water.ca.gov

Mr. Dave Ciapponi
Deputy General Manager
Westlands Water District
Post Office Box 6056
Fresno, California 93703-6056
Office Phone: (559) 241-6202
Fax: (559) 241-6277
E-Mail: dciapponi@westlandswater.org

Mr. Russ Freeman
Supervisor of Resources
Westlands Water District
P. O. Box 6056
Fresno, California 93703-6056
Office Phone: (559) 241-6241
Fax: (559) 241-6277
E-Mail: rfreeman@westlandswater.org

14. No Precedent

This Agreement is a response to a unique situation, and the parties specifically understand, and agree that this Agreement shall not be considered as a precedent for any DWR agreements or activities of a similar nature in the future.

15. Signature Clause

The signatories represent that they have appropriate authorization to enter into this "Agreement for Introduction and Conveyance of Local Groundwater in the California Aqueduct" on behalf of the Party for whom they sign. If WWD requires special written authorization from its Board of Directors, WWD shall deliver to DWR a copy of its Board of Directors resolution and/or other documentation authorizing its signature.

16. Execution in Counterpart

The Parties may execute this Agreement in counterpart. The Parties agree to accept facsimile or PDF (Portable Document Format) signatures as original signatures. The Agreement shall take effect as soon as both Parties have signed.

Immediately after execution, WWD shall transmit a copy of the executed Agreement and any required Board approvals by facsimile or email to Robert B. Cooke, Chief, State Water Project Analysis Office at (916) 653-9628 or cooke@water.ca.gov and to other necessary contacts as listed in Article 13 (Notices).

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement for
Introduction and Conveyance of Local Water in the California Aqueduct.

Approved as to legal form
and sufficiency

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Danilo Sordano
Chief Counsel
DEPARTMENT OF WATER RESOURCES

Raphael A. Torres
Raphael A. Torres
Deputy Director

8/6/08
Date

Aug. 6. 2008
Date

Westlands Water District

Thomas W. Bunnifant
Name

General Manager / General Counsel
Title

8/8/2008
Date