

**Baker Manock  
& Jensen** PC  
ATTORNEYS AT LAW

March 9, 2015

**VIA ELECTRONIC MAIL**

Dale Harvey  
Senior Engineer  
Central Valley Regional Water Quality  
Control Board  
1685 E Street  
Fresno, California 93706

Pam Creedon  
Executive Director  
Central Valley Regional Water Quality  
Control Board  
11020 Sun Center Drive #200  
Rancho Cordova, California 95670

Katie Carpenter  
Engineering Geologist  
Central Valley Regional Water Quality  
Control Board  
1685 E Street  
Fresno, California 93706

Re: Root Creek Water District, Riverstone Wastewater  
Treatment Facility  
Waste Discharge Requirements

Dear Mr. Harvey, Ms. Creedon and Ms. Carpenter:

This letter is Root Creek Water District's (RCWD or the District) response to Jeff Reid's February 25, 2015 comment letter to you concerning the proposed Waste Discharge Requirements for the RCWD waste water treatment plant. The WWTP will serve the needs of the Riverstone development, within the District, that was formerly known as Gateway Village. The Madera County Board of Supervisors certified the EIR and approved the Gateway Village project on September 11, 2007. This letter will refer to the EIR and County project approvals as Gateway to prevent confusion concerning the documents referenced.

**I.  
EXECUTIVE SUMMARY**

Mr. Reid's letter asserts only that there would be one potential adverse impact of the Regional Board's proposed WDR's. He mistakenly believes that the Root Creek Water District Groundwater recharge plan relies upon a specific quantity of recycled water from the waste water treatment plant to achieve its recharge goals. The discussion below establishes, however, that the Water Supply Assessment and the Environmental Impact Report that requires recharge by RCWD do not rely on any recycled water to achieve the required annual average

**Christopher L. Campbell**  
*Attorney at Law*

ccampbell@bakermanock.com

Fig Garden Financial Center

5260 North Palm Avenue

Fourth Floor

Fresno, California 93704

Tel: 559.432.5400

Fax: 559.432.5620

www.bakermanock.com

recharge. Thus, the minor changes in waste water management required by the WDR's have no relationship to RCWD's recharge plan and do not change any recharge amounts. Therefore, there is no adverse environmental impact of the WDR's. As proposed, the WDR's will have specific environmental benefits compared to the original waste water handling plan. The WDR's should be approved as written.

**II.**

**THE ADDENDUM TO THE GATEWAY VILLAGE EIR THAT WAS PREPARED BY THE RWQCB STAFF IS ACCURATE AND SUFFICIENT**

The refinements to the RCWD waste water treatment plan that are incorporated in the proposed WDRs will reduce the risk of certain environmental impacts and will not create any new or increased impacts. In particular, the proposed WDRs neither modify the terms of the RCWD groundwater recharge plan nor reduce the amount of water than RCWD is committed to and will recharge. As discussed in our prior letter, CEQA Guidelines Section 15162 sets forth when supplemental EIR's are required. Specifically, it states, "...no subsequent EIR shall be prepared...unless the lead agency determines on the basis of substantial evidence in the light of the whole record, one or more of the following:

1. Substantial changes are proposed...which will require major revisions of the previous EIR...
2. Substantial changes occur in the circumstances...that require major changes in the EIR...
3. New information of substantial importance [is discovered requires changes in the EIR]...."

As the Addendum demonstrates, none of these are the case because the WDR's do not change the recharge plan in any way. Therefore, no supplemental or subsequent EIR is required or appropriate. If there is any error in the Addendum it is that the required project element of the water supply plan was instead referred to as a mitigation measure. That reference, however, does not change the conclusion that the proposed WDRs do not cause any change that would require a supplemental EIR.

**III.**

**THE WATER SUPPLY PLAN PROPOSED BY THE APPLICANT STUDIED IN THE GATEWAY VILLAGE EIR AND APPROVED BY MADERA COUNTY IS AN ENFORCEABLE REQUIREMENT THAT, AS A PROJECT COMPONENT, RCWD MUST CONTRIBUTE 3,400 ACRE FEET OF ANNUAL BENEFICIAL GROUNDWATER RECHARGE BASED ON A FIVE YEAR ROLLING AVERAGE**

The approved RCWD Water Supply plan for Riverstone and the rest of the district does not require specific quantities of water to be available from any specific water supplies. Mr. Reid's argument that the proposed WDRs will cause an adverse impact is based only on a selective misreading of the Gateway Village EIR and the RCWD Water Supply Assessment incorporated into the EIR. Unfortunately, Mr. Reid misunderstands and misstates both the terms and the legal effect of the gateway village project approval by the County of Madera. A full reading of the hydrology and water quality section of the Gateway EIR and the Water Supply Assessment clearly establishes Mr. Reid's assertions are entirely incorrect.

The essential element of the RCWD water supply and groundwater recharge plan is a diversity of supplies that allows RCWD to capture and utilize various water sources that are available in different years. The supplies RCWD has contracted for also include a stored water supply from Paramount Water Company that will provide water in years when surface water is not available. For instance, RCWD delivered Paramount water supplies in 2014. As noted in the EIR, the result of the flexibility is that there are redundant supplies available to RCWD and various supplies and facilities will not be utilized in various years.

This blend of supplies and facilities will make RCWD's water supply both reliable and affordable. While this flexible plan reflects and addresses the reality that surface water availability varies dramatically from year to year, Mr. Reid tries to characterize the flexibility as a detriment. He claims that RCWD has no obligation to provide groundwater recharge because the EIR and Madera County project approvals do not require a specified yearly amount from each water source available to RCWD. The approach Mr. Reid seems to prefer would probably be the unenforceable approach because it would be practically impossible.

The County and RCWD negotiated, and the County approved as a Riverstone project design element, the obligation only for RCWD to provide 3,400 acre-feet of average groundwater recharge annually from a variety of water sources. That requirement is practically feasible and, therefore, enforceable. In the WSA and the EIR, RCWD has demonstrated that it has the ability to accomplish that level of annual recharge without considering recycled water. Nothing further is needed. Furthermore, the WDR's do not change the annual recharge requirement or significantly decrease the water available to RCWD to fulfill that recharge commitment.

Gateway Village EIR Section 4.8 describes Hydrology and Water Quality. Section 4.8.6 is entitled impacts and mitigation measures. Impact 4.8.4 states that the project would install new wells and that **“Additional pumping could cause groundwater levels to drop and further deplete Groundwater Supplies.”**

The EIR analysis then discusses the various water supply and groundwater recharge programs that Gateway Village and the District developed together to offset both the pumping that will be done for Riverstone’s water supply and the existing overdraft from agricultural pumping in the balance of the District. While that discussion includes a table with estimates of possible recharge from various aspects of the proposed recharge program, the EIR explicitly does not state or rely upon those exact numbers for each element of the recharge program. The final paragraph sums up as follows:

**“Therefore, even though the proposed project would not necessarily enact all of these measures to their fullest potential, the proposed project has the capability to, at a minimum, provide an additional 3,400 acre-feet per year (based on a five year rolling average) of beneficial recharge within the project area while using slightly less water than the long established agricultural uses.**

**Conclusion: Therefore, the proposed project would result in a beneficial impact to recharge and groundwater supplies.**

**Mitigation: None Required**

**Significance after mitigation: less than significant.”**

This section of the EIR establishes that the certification of the EIR and the project approval without additional requiring additional mitigation for Impact 4.8.4, was based upon the project’s commitment and ability to provide a total of 3,400 acre-feet of “beneficial recharge” from a combination of a variety of sources. There was no commitment to provide any specific amounts from any specific sources in any specific years. The project, and Root Creek as its water purveyor, are required to provide 3,400 acre-feet of recharge on a five year rolling average basis by this section of the EIR, and that may come from any practical combination of the available sources.

The certified EIR was based on a finding by the County that 3,400 acre-feet of average annual recharge provided as part of the project proposal was sufficient mitigation for any project impacts on water supply and groundwater. It would be absurd to have a rule that the result would be different and the approving County would be in a better legal position if the project proposal was deficient and the County had to impose the same 3,400 acre-feet requirement over the applicant’s objection via a mitigation measure. Mr. Reid, in the first full sentence on page 5 of his letter, acknowledges that the RCWD (and Riverstone) groundwater recharge commitment is tied to design elements of the project—and is therefore as enforceable as are all aspects of the County’s project approvals. He merely misinterprets the groundwater

commitment as a sum of specific contributions from various available water supplies rather than a commitment to a total average amount from whatever supplies are available to RCWD as water supply conditions inevitably change.

A reliable water supply for a project is certainly as fundamental as the project boundaries, the type and density of the project and a number of other project features that are proposed to the County by the project proponent. Certainly those cannot be changed at the whim of a project developer just because they were proposed by the project rather than imposed by the County.

Indeed, as logic dictates, the cases treat both situations the same. “When mitigation is built into the project’s design, the lead agency may presume that the project will be implemented consistent with the project description. *Environmental Council of Sacramento v. City of Sacramento* (2006) 142 Cal.App.4<sup>th</sup> 1018, 1035.

Furthermore, “A public agency shall provide that measures to mitigate or avoid significant effects on the environment are fully enforceable through permit conditions, agreements, or other measures. Conditions of project approval may be set forth in referenced documents which address required mitigation measures or, in the case of the adoption of a plan, policy, regulation, or other public project, by incorporating the mitigation measures into the plan, policy, regulation, or project design.” (§ 21081.6, subd. (b); see also CEQA Guidelines, Cal.Code Regs., tit. 14, § 15126.4, subd. (a)(2).) *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4<sup>th</sup> 412 Conditions of project approval may be set forth in referenced documents which address required mitigation measures or, in the case of the adoption of a plan, policy, regulation, or other public project, by incorporating the mitigation measures into the plan, policy, regulation, or project design.” (§ 21081.6, subd. (b); see also CEQA Guidelines, Cal.Code Regs., tit. 14, § 15126.4, subd. (a)(2).) *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4<sup>th</sup> 412

The 3,400 acre-foot average per year of effective recharge is clearly a project design feature that has been adopted by the County as an enforceable project requirement. The project documents and the County approval, however, is also clear that there is no requirement that any specific amount of that recharge come from any specific source in any specific year and that no recycled water is required to achieve the required amount of beneficial recharge.

The Water Supply Assessment also clearly establishes that RCWD has more than sufficient water to meet its commitment of an average of 3,400 acre-feet per year in beneficial recharge. The following section from the Gateway WSA clearly establishes both that RCWD has more than sufficient water supplies under contract and that the intention was never to lock RCWD into an unrealistic and factually infeasible requirement that specified and immutable

annual quantities of water would be contributed by each source of water. The entire RCWD water plan is built with the recognition that both natural conditions and the regulatory environment for water are dynamic so a reliable water supply plan must have a diversity of supplies and a cumulative excess of supply to allow the water supply system to adapt to changing conditions. The RCWD water supply plan is the antithesis of Mr. Reid's attempt to lock in precise numbers that are, at best, estimates in specified sets of conditions that occur some of the time. Because Mr. Reid completely misunderstands how an adaptable water plan does and must work, his argument does not reflect reality.

The water supply plan outline in the WSA (that is attached as Exhibit A) includes a description of the water supply contract between RCWD and Paramount Water Company, the contract between RCWD and Madera Irrigation District and information about other water sources available to RCWD. Inexplicably, Reid argues that the requirement that RCWD maintain the Paramount supply (at a cost of over \$1,000,000 annually) as an "insurance supply" that RCWD may seldom need, indicates that RCWD is not required to use the Paramount supplies if they are needed. Once again, if other water sources are sufficient to meet the 3,400 acre-foot requirement then there is no requirement to use any specific amount of the Paramount supply. If, however, the other water sources are not sufficient, RCWD must, as it did in 2014 and expects to do in 2015, call on the Paramount supply.

Items that were discussed in the WSA but not at that time built, have now been completed. The turnout and pipeline from the Madera Lateral 6.2 has been built and surface water exchanged into Millerton Lake by Paramount was conveyed down MID Lateral 6.2 and delivered through the RCWD pipeline and irrigation system to farmers in RCWD during summer 2014 when Friant water deliveries were zero. This demonstrates that RCWD has proceeded diligently and successfully with the plan outlined in the WSA, EIR and project approvals for Gateway Village.

On the other end of the hydrological spectrum, RCWD has completed Federal environmental review with the Bureau of Reclamation and is approved for a "215 Contract" to obtain flood water from the Friant system when available. Therefore, all water sources discussed in the WSA and EIR are in place and fully funded.

Finally, the summary of the WSA states the following:

In other words, RCWD could provide 100% of their Gateway Village water demands from their agreement with Westside. Therefore, groundwater pumping and surplus water purchases can be viewed as auxiliary water supplies. In reality, to ensure flexibility and economy, RCWD will likely pump some groundwater every year and purchase

surplus waters from Madera Irrigation District whenever practical. It should also be noted that demands will effectively be reduced by about 30%, since treated wastewater will be recycled in Gateway Village and used on adjacent farmlands as in-lieu recharge. **This reduction in demand was not considered in the discussions above and helps to provide even greater security and reliability for the local water supply. (emphasis added)**

This quote establishes that recycled water was not even considered or relied upon in the WSA calculation that determined that the available RCWD water supplies will provide reliable water in all water year types. Therefore, even if Mr. Reid were correct about changes in recycled water usage and recharge, that will result from the modification of the interim Waste Water treatment plant, they change nothing in the water supply analysis that was the basis for the project approval. As discussed below, the actual changes will be much less than Mr. Reid asserts but even using his guesses of a worst case scenario, they are not relevant to the water supply, water balance or potential water impacts of the project.

#### IV. MR. REID'S ENGINEERING SPECULATION IS ERRONEOUS

RCWD desires to correct factual errors in the assertions made in Mr. Reid's letter. As noted, neither the water supply assessment for this project nor the EIR relies upon any specific amount of recycled water contribution to the 3,400 acre-feet, annual average beneficial recharge to mitigate all groundwater impacts from both urban and agricultural pumping within the District. Whether any or no recycled water is used toward that goal doesn't change the Project's commitment to or capability to achieve the 3,400 acre-foot average annual recharge. Even with the changes in the management of wastewater effluent, however, the Report of Waste Discharge makes it clear that recycled water will continue to provide a significant water supply benefit to RCWD.

Mr. Reid notes that RCWD's engineer Mr. McGlasson estimated that only approximately 50% of effluent delivered to the percolating ponds proposed for the Gunner Ranch West development would provide beneficial recharge. Therefore, Mr. Reid asserts that it would be fair to assume that the percolation rate would be the same where the RCWD percolation ponds will be located. This is incorrect because the rate of recharge varies tremendously depending on project soil conditions.

The initial assumption of 50% recharge credit for the Gunner project was recommended based on a complete lack of subsurface investigation at their proposed percolation location, coupled with the knowledge gained through the borings done for the Gateway project that significant areas of impervious clay lenses are interspersed in the soils

throughout southeastern Madera County. Those clay lenses severely limit the opportunities for beneficial recharge. Rather than assuming, RCWD has performed soil borings and conducted tests on the actual percolation rates where the RCWD effluent storage and percolation ponds will be built. The well logs for these borings are included with Appendix D of the Project's Antidegradation Study. Appendix D is the report on groundwater quality prepared by Kenneth D. Schmidt & Associates. The well logs demonstrate that the RCWD effluent storage pond location where percolation will occur has no significant clay layers at any depth to impede beneficial percolation to groundwater. Any clays that are present are mixtures with silts, sands and/or gravels, and will have at least moderate percolation rates. These materials will not perch water above them. Therefore, the loss of water through inefficient percolation and evaporation during the time the initial plant is operating will not be significant.

When the ultimate plant is built and the wastewater is treated to tertiary standards, the treated waste water will be used to the greatest extent practical for irrigation. As a result, it will be in the ponds for a shorter time. While there will still be both percolation and evaporation in the quantities Mr. Reid states (which are taken from the water balance spreadsheets in the Report of Waste Discharge), irrigation will consume the majority of the effluent at that time. Due to the absence of clay layers in the subsoil beneath the effluent storage pond, a very high percentage of the water that does percolate will benefit the groundwater table. Therefore, Mr. Reid's guesses about the long term reduction in effectively recycled water are significantly overstated.

## V. CONCLUSION

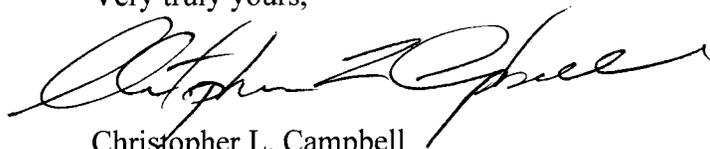
We ask that the Board recognize the actual findings and conclusions of the EIR, the WSA and the terms of the Madera County project approvals for Riverstone. They show that even if the Project never did any water recycling, RCWD has both sufficient water to provide the required 3,400 acre-feet per year of beneficial recharge and the legally enforceable requirement to do so. We also ask that the Board recognize the science submitted for your staff's consideration in the Report of Waste Discharge, the differences in soil profiles in various areas and the other technical analysis supporting the proposed WDRs rather than accepting Mr. Reid's assumptions and argument that have no supporting data.

Finally we ask that the Board recognize that RCWD has not merely proposed a robust and diversified water supply plan. RCWD has implemented that plan. RCWD has signed and paid for contracts for water supplies and for conveyance of those supplies. The contracts and the proposed facilities have been subjected to state and Federal environmental review. Finally, the main supply pipeline has been built and water was delivered in 2014, the year with the lowest surface water deliveries since the state and federal water project facilities were constructed. RCWD has lived up to its plans and its obligations and there is no evidence

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that it might fail to do so in the future. On behalf of the Root Creek Water District Board of Directors, I respectfully request that your Board approve the Waste Discharge Requirements as proposed by the RWQB staff.

Very truly yours,

A handwritten signature in black ink, appearing to read "Christopher L. Campbell". The signature is fluid and cursive, with a large initial "C" and "L".

Christopher L. Campbell  
BAKER MANOCK & JENSEN, PC  
General Counsel Root Creek Water District

CLC:TLW

## ATTACHMENT A

### EXCERPT FROM GATEWAY VILLAGE WATER SUPPLY ASSESSMENT

[water will be] released into the San Joaquin River and diverted by Madera Irrigation District into Lateral 6.2, which runs generally east and west just north of the northernmost boundary of Gateway Village. Under the proposal, Gateway Village would construct and dedicate to RCWD a diversion on Lateral 6.2 and a pipeline along the Road 40 alignment, which would be capable of delivering water to lands within and west of the project, and to the surface water treatment plant proposed for Phase 4 of the project. This program, known as “in-lieu irrigation” because the surface water so delivered would be used “in lieu” of pumped groundwater, is described in detail in the IMP.

As of May, 2006, Westside has banked groundwater within North Kern on its own account and has the current right to withdraw and transfer about 30,000 acre-feet of the stored water.

Westside also has the right to bank additional water in North Kern, and has other water banked within Kern County that would allow Westside to fulfill its obligation under the agreement for a 50-year term. Westside would deliver water to Gateway Village during the high-demand period of April through September. The contracted water supply quantity would gradually increase up to a maximum of 7,000 AF per year at build-out. The total estimated water demands for Gateway Village at build-out are 6,378 AF/year.

#### Suspension of Performance

Westside would only be able to suspend its delivery obligations to RCWD if there is a force majeure (unexpected or uncontrollable event). The agreement describes three possible force majeure events:

1. *A reduction in SWID's Class I contract to less than 30,000 AF upon renegotiation of SWID's long-term water supply contract with USBR.* Currently, SWID has a Class I CVP contract for 50,000 AF/year. Renegotiation of water supply contracts are largely based on the volume of water that has been historically and beneficially used. SWID has been able to beneficially use most of its CVP water supply and a reduction in their contractual amount from 50,000 AF to 30,000 AF is therefore very unlikely.

River releases to the San Joaquin River are expected to increase as part of a proposed river restoration effort. Currently, the Friant Water Users Authority (FWUA), which represents over 20 water agencies including SWID, and the Natural Resources Defense Council (NRCD) are negotiating an agreement on the volume of additional water to release to the River. However, based on recent discussions, the settlement is not expected to change the CVP contractual amounts. Rather, the river restoration efforts might cause the Class I water supplies to be somewhat less firm since the water for river restoration will have a higher priority than water diverted by FWUA members. However, the agreement makes specific provision for maintaining class 1 supplies in critically dry years.

2. *Reclamation's failure to provide SWID with at least 7,000 acre-feet of Class 1 Friant supply in any year.* SWID currently has a CVP Class I water contract for up to 50,000 AF/year. Class I water is generally a reliable water supply and is fully allocated in most years. Delivery of only 7,000 AF would correspond to a 14% allocation of SWID's Class I water supply. Since 1975 the lowest Class I allocation was 25%, which occurred in the critically dry year of 1977 (approximately 28% of average runoff), which followed the critically dry year of 1976 (approximately 41% of average runoff). 1976 and 1977 meet the definition of "back to back critically dry years" set forth in the Water Code standard for supply reliability. A drought with only a 14% allocation would represent an unprecedented occurrence and must therefore be considered extremely unlikely.

The negotiated agreement between FWUA and NRDC for San Joaquin River restoration flows is not expected to impact water supplies to CVP contractors in critically dry years. During recent negotiations, NRDC has proposed to reserve flows during critically dry years for agricultural users, and not river restoration, so that anticipated settlement will not have any impact on this analysis of water supply reliability in critically dry years.

It should also be noted that Westside deliveries will be based on a one-to-one ration with the volume of Class I allocation available to SWID. In other words, the volume delivered to Gateway Village would match the volume allocated to SWID (up to 7,000 acre-feet/year). The 7,000 AF threshold does not represent a level below which Westside would fail to deliver any water, but rather when they could deliver only a portion of the maximum contractual amount. For example, if there were to be a 10% Class I allocation, then  $50,000 \text{ AF} \times 10\% = 5,000 \text{ AF}$  would still be delivered to Gateway Village. Only under a 0% Class I allocation would deliveries be completely suspended to Gateway Village. The event of a year so dry that river allocations were completely eliminated is unprecedented and the likelihood must be considered extremely small.

3. *Natural disasters, failure of facilities, and acts of God.* These are considered reasonable exceptions to Westside's obligation since they would be beyond the control of Westside and could similarly impact any water source. The agreement also states that these cannot be used as exceptions if Westside has reasonable access to other water supplies or conveyance facilities.

In conclusion, the force majeure events allowed under the agreement represent very rare or uncontrollable events. Even with these exceptions, the proposed water supply from Westside is still considered firm and reliable.

#### Cover Damages

The contract allows for RCWD to be reimbursed for 'Cover Damages' if Westside fails to perform any of its obligations under the agreement, other than as excused by a force majeure event described above. Cover Damages would include the reasonable cost to secure substitute water supplies. In other words, if Westside failed to meet its contractual obligations, RCWD could seek out and purchase water supplies on the open market and be reimbursed by Westside.

#### Breach of Contract

The agreement also addresses a breach of contract by Westside. If RCWD determines that Westside has defaulted on the contract, and that the situation cannot or will not be cured within a reasonable time, then RCWD would have the right to terminate the agreement. RCWD can also recover from Westside the cost to secure an equivalent substitute performance (water supply) from another contractor.

### Summary

The agreement with Westside will provide a firm water supply during the months of April to September and will contribute to the overall stability and reliability of the Gateway Village water resources. Westside would only be able to suspend its contractual obligations under extreme and unlikely events. If Westside breaches the contract, RCWD would be entitled to reimbursement for purchasing replacement water supplies or securing a new water agreement with another contractor.

### Madera Irrigation District Water Supply

In addition to the contracted water supply from Westside Mutual Water Company, RCWD has the option to purchase other water supplies from Madera Irrigation District (MID). These other water supplies are made possible by RCWD's agreement with MID, entered into on March 13, 2002. A copy of the RCWD and MID agreement is included in **Appendix C**. These other water supply sources include the following: (1) flood flow releases from Friant Dam that are not used by Friant Contractors, (2) water transfers from sources outside of Madera County, (3) water transfers from Central Valley Project (CVP) contract (includes both service and exchange) holders, (4) water transfers from sources within Madera County, and (5) purchase of San Joaquin River water from MID and Chowchilla Water District (additional water supplies may be purchased for other supplemental sources only after seeking to purchase water from MID and CWD). Based upon historical precipitation trends and records, these supplies have averaged 7,335 acre-feet of water annually. RCWD has purchased an option to secure the first right to purchase the first 10,000 AF of surplus water from MID.

Since the aforementioned water supplies are associated with flood flow conditions at Friant Dam, or dependant on water transfer contracts that are currently not in place, the overall reliability (frequency of occurrence) of these supplies is less than the water supply made available by RCWD's agreement with Westside. Even though the flood flows have a low probability of occurrence and are unlikely to be available during average, single-, and multiple-dry years, over the term of the agreement with MID these water sources will be available to augment other water supplies, and augment overall water balance.

These water supplies will be used, when available, to positively benefits the 5-year rolling average water balance. Gateway Village will take advantage of these flows, whenever practical, for direct groundwater recharge, in-lieu groundwater recharge, and in place of groundwater pumping.

### 10.3 – Reclaimed Water

Reclaimed water from the Gateway Village Wastewater Treatment Plant will initially be used to irrigate crops on a nearby farm, which is identified as the Effluent Disposal Area in the *Infrastructure Master Plan* and in the *Report of Waste Discharge*. This parcel is developed as a citrus orchard, and can accept the disinfected secondary effluent which will be produced by the Phase A wastewater treatment plant. Later, after the Phase B tertiary treatment plant is brought on line, effluent may also be used to irrigate turf crops on public lands within Gateway Village.

The reclaimed water will be a firm water supply. Its availability is assured as long as the water is adequately treated to regulatory levels that allow application for irrigation. Reclaimed water will be available in proportion to the volume of water used by the Gateway Village residents. At total built-out water demands in the Village are estimated to be 6,374 AF/year, and reclaimed water is estimated to be 1,975 AF/year, or about 30% of the total water demand.

#### 10.4 – Summary

The proposed water sources can offer a firm and reliable supply to RCWD for supply to Gateway Village. The anticipated water demand of 6,374 acre-feet per year can be met entirely from the agreement with Westside Mutual Water Company (Westside), which will provide a firm water supply of 7,000 acre-feet/year. Although Westside is only obligated to deliver water from April to September, RCWD will have the ability to receive and recharge any deliveries that exceed demand during that period, and extract them for later use. In other words, RCWD could provide 100% of the Gateway Village water demands from their agreement with Westside. Therefore, groundwater pumping and surplus water purchases can be viewed as auxiliary water supplies. In reality, to ensure flexibility and economy, RCWD will likely pump some groundwater every year and purchase surplus waters from Madera Irrigation District whenever practical. It should also be noted that demands will effectively be reduced by about 30%, since treated wastewater will be recycled in Gateway Village and used on adjacent farmlands as in-lieu recharge. This reduction in demand was not considered in the discussions above and helps to provide even greater security and reliability for the local water supply.

#### 11 – Conclusions

##### 11.1 Project Impacts

The Gateway Village project is a 2,072- acre development planned for the south-central portion of Madera County. This development will include residential land uses that vary from low to high, mixed use, schools, parks, open space and various types of commercial uses.

The proposed water supplies Root Creek Water District will use to supply Gateway Village were evaluated in accordance with the requirements of Section 10910, et seq, of the California Water Code. The estimated average-annual demand of 6,374 acre-feet will be met with the following water supplies:

- Local groundwater pumping
- Reclaimed wastewater (approximately 30% of water supplies will be recycled)

- Water purchased from Westside Mutual Water Company through a contract that can provide a firm supply of 7,000 acre-feet/year
- Surplus and flood water purchase from Madera Irrigation District through a sale and conveyance agreement. Long-term water availability from the contract is estimated to average 7,335 acre-feet/year.

The aforementioned water supplies provide, on average, considerably more water than will be necessary to meet water demands. This will provide RCWD with the flexibility to choose among water sources in some years.

RCWD will also practice intentional and in-lieu groundwater recharge to arrest the local groundwater overdraft. Currently the lands in Gateway Village are developed for irrigated agriculture, and they get all of their water supplies from groundwater pumping. This has resulted in stress on the local aquifer. Gateway Village has committed to helping RCWD correct the overdraft for the entire Root Creek Water District (estimated to be 3,400 acre-feet), even though Gateway Village will only cover about 15% of the District. Groundwater recharge will generally be higher in wetter years with higher levels of groundwater pumping in dryer years. As a result, the project will balance groundwater supplies on a rolling 5-year average. Various recharge programs will be constructed and ready to implement after full build-out. The programs will have almost twice the available water supply needed to arrest the local groundwater overdraft. This will provide RCWD with the flexibility to select the programs that are the most economical and practical to implement at any given time.

The proposed water sources can offer a firm and reliable supply to RCWD. The anticipated water demand of 6,374 acre-feet per year can be met entirely from the agreement with Westside Mutual Water Company (Westside), which will provide a firm water supply of 7,000 acre-feet/year. Although Westside is only obligated to deliver water from April to September, RCWD will have the ability to receive and recharge any deliveries that exceed demand during that period, and extract them for later use. In other words, RCWD could provide 100% of the Gateway Village water demands from their agreement with Westside. Therefore, groundwater pumping and surplus water purchases can be viewed as auxiliary water supplies. In reality, to ensure flexibility and economy, RCWD will likely pump some groundwater every year and purchase surplus waters from Madera Irrigation District whenever practical. It should also be noted that demands will effectively be reduced by about 30%, since treated wastewater will be recycled in Gateway Village and used on adjacent farmlands as in-lieu recharge. This reduction in demand was not considered in the discussions above and helps to provide even greater security and reliability for the local water supply.

This Water Supply Assessment concludes that sufficient water supplies will exist to satisfy the projected 20-year demands for the Gateway Village development during normal, single-dry, and multiple-dry years using the assumption that the importation and utilization of surface water is accomplished.

## 11.2 – Cumulative Impacts

RCWD will have sufficient water supplies available during normal, single, and multiple dry years to meet the demand associated with Gateway Village (based on several water right, transfer, and conveyance agreements). However, RCWD is not in a position to guarantee the sufficiency of water supplies for future developments within the County of Madera that are located outside of the service area boundary for this district. It is RCWD's position that the County of Madera will practice due diligence to ensure that all proposed developments will be required to provide a reliable water source to offset all demands associated with a proposed development. It is also assumed that the County of Madera will actively manage the water resources of all existing communities in and around the RCWD to mitigate any ground water impacts that may be associated with these existing communities.

As a condition of development within the RCWD, Gateway Village has agreed to provide 3,400 acre-feet of water to mitigate the past overdraft condition that has and currently exists over the entire breadth of RCWD. Gateway Village is making this commitment even though the Village will only cover about 15% of RCWD. Therefore, these overdraft reduction measures will benefit the regional area and not just the area proposed for Gateway Village.

In addition to RCWD's proactive on groundwater management, this district will also require all developments within their service boundary and any developments that may receive water on a wholesale basis to prove that their development will not exacerbate existing ground water conditions. Any future water users that fail to comply with this condition will not be allowed to develop; however, if the water supply source is adequate to satisfy a portion of the demand associated with a development, only that portion of the project that is covered by the water supply will be allowed to develop.