

Kern County Water Agency

INITIAL STUDY

for the

PIONEER GROUND WATER RECHARGE and RECOVERY PROJECT

Includes:
- Board Resolution
- Comments
- Testimony

November 13, 1996

ID #15

STATE OF CALIFORNIA-THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME

00580

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County/State Agency: KC Water Agency Document No. _____
Project Title: Pioneer Ground Water Recharge & Recovery Project
Project Applicant: KC Water Agency

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KERN COUNTY WATER AGENCY
INITIAL STUDY AND
PROPOSED NEGATIVE DECLARATION
FOR THE
PIONEER GROUNDWATER RECHARGE
AND RECOVERY PROJECT

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Prepared by the Kern County Water Agency, November 13, 1996

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Kern County Water Agency

INITIAL STUDY

for the

PIONEER GROUND WATER RECHARGE

and

RECOVERY PROJECT

November 13, 1996

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KERN COUNTY WATER AGENCY PIONEER GROUND WATER RECHARGE AND RECOVERY PROJECT

1. INTRODUCTION

1.1 OBJECTIVES OF PIONEER GROUND WATER RECHARGE AND RECOVERY PROJECT

The Kern County Water Agency (Agency) contracts with the California Department of Water Resources (DWR) for an annual supplemental supply of 1,014,100 acre-feet of municipal/industrial and agricultural State Water Project (SWP) water¹. The SWP is currently unable to meet contractual obligations to its long term contractors and it is predicted that shortages will continue to increase in the future. The cause of these shortages are twofold: 1) an incomplete State Water Project; and 2) environmental regulations that hamper development of additional water supply projects and limit Delta export capability. In large part, because of these surface water supply deficiencies, the southern San Joaquin Valley basin is expected to remain in an overdrafted condition for the foreseeable future.

Large quantities of reasonably priced water may be available in certain years from the SWP and from various rivers in California. Such water occurs on: 1) the Kern River system; 2) the Kings, Tule, Kaweah and San Joaquin rivers which are linked to Kern County by the Friant-Kern Canal; and 3) various rivers in northern California which are linked to Kern County by the California Aqueduct.

However, conversion of this available water to beneficial use requires that it be controlled and placed in storage. There are no current proposals for construction of economically feasible surface storage facilities in the near future. However, the southern San Joaquin Valley portion of Kern County has a large ground water basin with capacity to recharge and store large quantities of water. In addition, a wide variety of facilities are available to convey water to the basin. Hence, the Agency has proposed development of the Pioneer Ground Water Recharge and Recovery Project (Project) to meet two primary objectives as follows:

1. To recharge, store and recover Kern River water, SWP water and other imported supplies for use both inside and outside the ground water basin in dry years.
2. To recharge for overdraft correction, Kern River water, SWP water and other imported supplies.

The Project proposes to achieve these objectives through utilization of existing recharge and recovery facilities and by providing additional recharge ponds, recovery wells and related works on lands that are presently in agricultural production. The Project is sponsored by the Agency for use by Agency member units and others. Use of these facilities would be coordinated with other ongoing recharge and recovery projects including the City of Bakersfield's 2800-Acre Recharge Area, the Berrenda Mesa Project, Kern Water Bank, and member unit projects. Existing Project recharge

¹Excludes 40,500 acre-feet retired under the Monterey Principles of Agreement and includes 130,000 acre-feet that may be transferred pursuant to the Monterey Principles of Agreement.

Delta to the north, the Sierra Nevada Mountains to the east, the Tehachapi Mountains to the south, and the Coast Range to the west. The Project area is bisected by the northwest-southeast tending Interstate 5 and by northeast-southwest tending Kern River.

2.1 CLIMATE

The San Joaquin Valley has a Mediterranean climate of cool, moist winters and hot, dry summers. Summer daytime high temperatures frequently exceed 100° F. Mean annual temperature is 65° F. With less than six inches of rainfall annually, much of the Valley is classified as desert. Precipitation normally occurs from September through April. A dense persistent, ground fog known as "Tule Fog" can develop during the winter months resulting in overcast, damp, cool weather (THC 1984).

2.2 HYDROLOGY

The western slopes of the Sierra Nevada Mountains are the source of the numerous rivers and streams that cross the San Joaquin Valley. The Valley is divided into two distinct sub-basins: the San Joaquin Sub-basin to the north and the Tulare Sub-basin to the south. Rivers of the San Joaquin Sub-basin join the San Joaquin River as it drains into the Sacramento River flowing into San Francisco Bay. The rivers of the Tulare Sub-basin have no natural perennial surface outlet and, in the past, formed large temporary, shallow inland lakes (Katibah 1984). The Tulare Sub-basin contains roughly 2.5 million acres of nearly flat valley floor (USFWS 1989).

The Kern River, which bisects the Project area, is the most southern of the major rivers draining into the Tulare Sub-basin. The river is now regulated by Lake Isabella, a reservoir created in 1954 to protect the City of Bakersfield and agricultural lands down stream from flooding. The waters from Lake Isabella are used primarily for irrigation, recreation and power generation.

2.3 TOPOGRAPHY

The Project site is located in the southern San Joaquin Valley trough on the Kern River Fan. This trough, bounded by the Sierra Nevada to the east, the Tehachapi Mountains to the south, and the Coast Range to the west, follows a northwest to southeast course and forms the valley floor.

The Project location is characterized by a gently sloping land surface with a maximum relief of about 120 feet. Land surface elevations over the Project facilities (Kern Water Bank, Pioneer, 2800-Acres, and Berrenda Mesa Property) range from 290 feet above sea level on the west side to 410 above sea level at the Calloway weir on the east side. The slope across the property (measured generally along the Kern River) is about 7 feet per mile. Most of the Project lands have been converted to agricultural use and the land surface exhibits little variation, except for the 2800-Acres which lies in the Kern River primary floodplain.

2.4 SOILS

Soils within the Project area range from highly permeable, coarse sandy soils to silty loam with very low permeability. Generally, most of the 25,000 acres can be characterized as having deep, well-drained sandy loam soils. These soils usually have moderate to rapid permeability with low water-holding capacity. A few pockets of clay loam soils also can be found on the far west side of

the Project lands. These soils have low permeability and are often associated with saline-alkali conditions (DWR 1986).

North Pioneer and the Kern Water Bank property east of I-5 are characterized by Cajon sandy loam soils. These soils have moderate permeability and low available water holding capacity. Kimberlina fine sandy loam soils also found in this area have characteristics similar to the Cajon soils but have slightly lower permeability. The dominant soil south of the Kern River is the Excelsior sandy loam. This deep, well-drained soil has moderate permeability and moderate available water holding capacity (DWR 1986).

North and south of State Highway 119 (Taft Highway), the saline-alkali, Kimberlina fine sandy loam is predominate. This soil is characterized by a moderately low permeability and a low available water holding capacity. Isolated pockets of poorly drained Panoche clay loam with low permeability can be found in this area north of Taft Highway and south of Panama Lane (DWR 1986).

The northwest area is dominated by Kimberlina sandy loam. Soils with low permeability such as Lerdo complex and Garces silt loam are found throughout the area, generally west of Interstate 5. South of the Kern River bypass channel, Kimberlina fine sandy loam and saline-alkali soils are dominant. Farther south, the saline alkali soils predominate with the Hesperia-Hanford, Traver-Pond, and Merced Rossi soils. These soil series are all derived from granitic rocks and have poor to moderate permeability characteristics.

2.5 CULTURAL

Some cultural resources are known to exist within Project areas. Historically, waters from the Sierra Nevada and coastal rivers and streams flowed into the valley lowlands areas, creating Tulare, Buena Vista and Kern Lakes. The lakes which are now usually dry, except during large floods, due to upstream flood control projects and divisions, created ideal areas for several Yokut Indian tribes to live. The Environmental Impact Reports for the Berrenda Mesa and City of Bakersfield 2800-Acre Projects describe cultural resources for the respective areas. The final DWR Environmental Impact Report for *Artificial Recharge, Storage and Overdraft Correction Program Kern County, California*, prepared in December 1986 also describes cultural resources on the Kern Water Bank. Cultural resources for the Pioneer property are described in an Environmental Assessment prepared by consulting firm of Dames and Moore just prior to purchase of the property. Following is a summary of the known cultural resources located on project lands.

2.5.1 Pioneer Property

In October 1992, the Dames and Moore conducted a preliminary cultural resource assessment, consisting of a Site Records Search and a Field Reconnaissance survey. The Site Records Search results showed that two prior surface surveys recorded no sites within the Pioneer property. The preliminary Field Reconnaissance results of the Pioneer property showed that surveys of 15 elevated areas resulted in the discovery of six archaeological sites. These sites, which are all located in the Stevens USGS topographical quadrangle, are

describe in detail in the *Environmental Constraints Analysis - McClung Ranch Property*² prepared by Dames and Moore, October 1992.

2.5.2 Kern Water Bank

An archeological records search of the KWB property (Appendix D) was conducted in April 1986 by the California Archeological Inventory Information Center of Bakersfield College. The search revealed 18 known archeological sites within the property boundaries. Many of these sites, considered significant by archaeologists, were discovered during surveys conducted in conjunction with oil drilling activities, telephone line installations, and related activities (DWR 1986).

2.5.3 City of Bakersfield 2800-Acres

A 1975 investigation of the 2800-Acres by Dr. William Wake indicated that no archeological sites were present in the spreading area or immediate vicinity. However, the 1983 EIR noted that sites may have been published after Dr. Wake's investigation. The 1983 EIR goes on to state that "In all probability, a fairly large number of very small sites have not yet been found. However it is not likely that new major centers will be found."

Since this is an existing ground water recharge and recovery facility that has been used for many years, it is unlikely that any impacts will occur to known or unknown archeological sites.

2.5.4 Berrenda Mesa Property

An archeological records search of the Berrenda Mesa property (Appendix E) was conducted in September 1983 by the California Archeological Inventory Information Center of Bakersfield College. A literature review was also conducted. Both the archeological records search and literature review indicated that there are no known archeological sites on project lands (BM 1984).

2.6 OIL AND GAS RESOURCES

All or portions of North and South Coles Levee, Ten Section, Canal, and Strand Oil Fields are located on the project lands. Numerous pipelines used to transport petroleum products cross the property, resulting in the potential for future soil and possible ground water contamination with petroleum hydrocarbons. The mineral rights for most of the KWB lands are owned by Vintage Petroleum. Aerial inspection of pipeline alignment and pressure testing occurs frequently. However, aerial surveillance has limited utility in detecting leaks involving light crude that could move downward through the soil column. This type of surveillance is more effective with heavy crude, which more readily reaches the surface. Light crude oil lines are pressure tested for leaks periodically to ensure their integrity. Many different oil and gas companies have easements and/or right-of-ways on the project lands. As occurred during 1995, the Agency will actively work with all the Oil and Gas companies operating the Project lands to avoid any potential problems.

² The name of the property has since been changed to the Pioneer Property

2.6.1 Chevron Pipeline

The Wait-Midway pipeline owned by Chevron Pipeline Company traverses both the KWB and the Pioneer property and has leaked light crude oil in the past. Recent investigation have demonstrated that the leaks have contaminated the soil in some places down to a depth of 70 feet. During 1996, ground water levels rose to within 35 feet of the ground surface thereby inundating portions of the contaminated soil. Chevron has constructed a number of monitoring wells in the vicinity of the contaminated soils to monitor ground water levels and quality.

As ordered by the Regional Water Quality Control Board, Chevron is developing plans which will provide a long term solution to the problem. During the interim period, the Agency and Kern Water Bank Authority, which owns and operates the Kern Water Bank, will continue to cooperate with Chevron's ground water mitigation efforts.

2.7 PLANT AND WILDLIFE

There are a number of threatened and endangered species, pursuant to both State and Federal Endangered Species Act, that may be found in the Project area. These include the Blunt-nosed leopard lizard (*Gambelia silus*) a federal and state endangered species, the Tipton kangaroo rat (*Dipodomys nitratooides nitratooides*) a federal and state endangered species, and the San Joaquin kit fox (*Vulpes macrotis mutica*) a federal endangered and a state threatened species. Other less likely species that may be found in the Project area are the San Joaquin antelope squirrel (*Ammospermophilus nelsoni*) a state threatened species, and the Giant kangaroo rat (*Dipodomys ingens*) a federal and state endangered species. Plant species include those listed in the tabulation below.

Scientific Name	Common Name	Federal Status	State Status
<i>Atriplex tularensis</i>	Bakersfield saltbush	Category 1 ³	Endangered
<i>Caulanthus californicus</i>	California jewelflower	Endangered	Endangered
<i>Cordylantbus mollis</i> <i>ssp. bispidus</i>	Hispid bird's-beak	Endangered	Endangered
<i>Eremalche parryi</i> <i>ssp. kernensis</i>	Kern mallow	Endangered	n/a
<i>Eriastrum hooveri</i>	Hoover's eriastrum	Threatened	n/a
<i>Lembertia congdonii</i>	San Joaquin woolly threads	Endangered	n/a
<i>Opuntia treeasei</i>	Bakersfield cactus	Endangered	Endangered

³ Category 1 - taxa for which the U.S. Fish and Wildlife Service has on file sufficient information on biological vulnerability and threat (s) to support proposals to list them as endangered or threatened species.

Recent biological surveys of the Pioneer, Berrenda Mesa and adjacent private lands in Sections 4 and 11 have documented that these areas are currently free of any threatened and endangered (T&E) species. This is because the entire area is currently being used as recharge ponds or are in farming operations. The Agency may follow these lands in the future after obtaining the necessary permits pursuant to State and Federal Endangered Species Acts which would protect use of these lands if species migrate onto them.

The Agency is currently working with both the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) to develop a long term management plan to address endangered species issues on the Pioneer, Berrenda Mesa and adjacent private property (Sections 4 and 11). The Agency is considering a Section 7 Incidental Take Statement or Section 10(a) Permit from the USFWS and a California Endangered Species Act Memorandum of Understanding from the CDFG prior to permanently following the property.

2.8 KERN RIVER - CALIFORNIA AQUEDUCT INTERTIE OPERATIONS

The Intertie was constructed after agreeing that it can only be operational after all feasible recharge opportunities in the Kern County Ground Water Basin have been maximized. The Intertie would have operated in 13 of the 70 water years between 1922 and 1991 assuming no recharge of Kern River water on the Kern Water Bank and Pioneer properties. The total water excess to the basin and conveyed into the Intertie in these 13 years was estimated (DWR 1992) to be 2,723,000 af. Assuming that monthly Kern River flood flows represent divertable flows, 801,000 af, or about 29% over the 70 year period could have been diverted to the Pioneer Project, as shown in Table 1. Divertable flows are those with peak flows that are less than the capacity of diversion facilities.

Operation of the Intertie may or may not affect pumping from the Delta. If San Luis Reservoir is full and Banks Pumping Plant is operating to meet water demands in Southern California, operation of the Intertie would reduce Delta pumping. However, if San Luis is not full, operation of the Intertie might not affect pumping at Banks Pumping Plant. What is certain however, is that the Intertie only operates in very wet years when there is ample water in the Delta and the impact on Delta outflows is negligible as shown on the tabulation below.

Year	Excess Kern River Flood Flows (TAF)				Delta Outflow ⁴	
	Total	Pioneer	Intertie	Flood ⁵ Channel	Total	Percent ⁶ Diverted
1937	20	20	0	0	21275	.0010
1938	4	4	0	0	52975	.0001
1941	27	25	2	0	44172	.0006
1943	12	12	0	0	30200	.0004
1952	68	35	33	0	41805	.0016
1967	169	50	119	0	33497	.0050
1969	967	100	674	193	38453	.0251
1978	214	86	128	0	21338	.0100
1980	171	126	50	0	28464	.0060
1981	2	2	0	0	7763	.0003
1982	11	11	0	0	40887	.0003
1983	932	210	722	0	64760	.0144
1984	96	90	6	6	27149	.0035
1986	30	30	0	0	25513	.0012
Total	2723	801	1734	199	478251	0.0695

2.9 POTENTIAL SOIL AND WATER CONTAMINATION

2.9.1 Pioneer Property

Potential soil and water contamination on the Pioneer properties was assessed in a two-phase investigation prior to purchase of the property. Phase One was a preliminary site assessment which included:

⁴ Historic Delta outflow, provided by DWR.

⁵ Water diverted to the Kern River flood channel and to Tulare Lake Basin

⁶ The amount of the Kern River flood water diverted onto the Pioneer Property expressed as a percentage of the total Delta Outflow.

- a. Review of historical land use using historical maps and photographs;
- b. Site reconnaissance of the property and adjacent property;
- c. Review of documents held by the California Division of Oil and Gas, Regional Water Quality Control Board, California Department of Health Services, California Department of Water Resources, Kern County Health Department and others.
- d. Interview with tenant operators and health department officials.

The Phase One investigation identified several areas of potential soil contamination. Each of these areas was investigated more thoroughly in Phase Two. These areas included:

- Pipeline Corridors
- Trash Dump Area
- Northern Equipment Yard Area
- Hay Storage Area
- Diesel Tank/Well Pump Area

The investigation included exploratory soil borings using hand augers. Auger cuttings and soil samples were screened using a photoionization detector. No obvious soil contamination was detected along pipeline corridors across the property (other than the previously noted Chevron pipeline). Several hundred cubic yards of contaminated soil were noted at the Northern Equipment Yard area and the Diesel Tank Well Pump area and these areas will be avoided during recharge operations. Only limited evidence of soil contamination was noted at the Trash Dump area or the Hay Storage areas, however, these areas will also be avoided during recharge operations. One soil sample, collected from a test pit in the trash dump, was analyzed for halocarbon volatile organics (method 8260), carbamate pesticides (method 8320), organ phosphorous pesticides (method 8140) and identifiable chlorinated hydrocarbons (method 8080), this area will also be avoided during recharge operations. Constituents in all of these pesticide categories were non detectable except for diazinon at 10 micrograms per kilogram.

Water quality samples have been collected from six wells located on the Pioneer properties listed below and shown in Appendix F.

<u>North Pioneer</u>	<u>South Pioneer</u>
5M1 (KCWA 11)	15B1
5Q1	15K1
8B1	16G1

Samples were analyzed for Title 22 constituents and pesticide contamination. Test results show no detectable levels of pesticide contamination. Future water quality samples will be collected pursuant to the KWB MOU.

2.9.2 Kern Water Bank

Numerous studies have been conducted on the KWB property with regard to potential soil water contamination. This information is available from the following reports:

- Department of Water Resources *Technical Information Record on the Kern Water Bank Project Kern Fan Element Exploratory Boring, March 1991.*
- California Department of Water Resources, *Final Environmental Impact Report, Artificial Recharge, Storage and Overdraft Correction Program, Kern County California, December 1986.*
- California Department of Water Resources, *First Stage Kern Fan Element Feasibility Report and Draft Supplemental Environmental Impact Report, December 1990.*
- California Department of Water Resources, *Kern River Fan Element Kern Water Bank Preliminary Technical Report, dated April, 1987.*

Problem areas include the Chevron pipeline leak located in Section 6 of T30S, R26E; the four pesticide mixing and storage facility locations; and the old brine disposal sumps. Ground water quality analysis for a number of wells located on the KWB property are shown in Appendix F.

2.9.3 City of Bakersfield 2800-Acres and Berrenda Mesa Property

There are a number of oil and injection wells located on the City of Bakersfield 2800-Acres. However, water quality analyses show that no contamination has occurred on the property. Ground water quality analysis for the City, KCWA and Olcese wells located on the 2800-Acres are shown in Appendix F. There are no oil related facilities on the Berrenda Mesa property.

2.10 LIQUEFACTION

During operation of the Pioneer Recharge Project, water levels will be monitored in the vicinity of the Cross Valley and Kern River canals and Southern Pacific Railroad to provide sufficient notice to relocate recharge areas and avoid potential liquefaction of existing facilities. Ground water levels will also be monitored in the vicinity of the proposed McAllister Ranch residential sub-division to avoid potential liquefaction in that area as well. As previously stated, once monitoring well data indicate water levels beneath these facilities reaches 25 feet below ground surface, recharge will be decreased or curtailed at locations adjacent to such facilities.

3. PROJECT DESCRIPTION

3.1 GENERAL DESCRIPTION

The Agency proposes to develop and operate the Project in cooperation with participating Member Units as provided in the Statement of Principles Governing Implementation of the Pioneer Project Principles attached as Appendix C, the Memorandum of Understanding regarding operation and monitoring of the Kern Water Bank Ground Water Banking Program attached as Appendix B, and the Pioneer Joint Operating Agreement attached as H. This Project includes the coordinated operation of existing recharge and recovery facilities on the City of Bakersfield's (COB) 2800-Acres, Berrenda Mesa Water District's property, the Kern River channel, areas along the Cross Valley Canal

operation and monitoring of the Kern Water Bank Ground Water Banking Program attached as Appendix B, and the Pioneer Joint Operating Agreement attached as Appendix H. This Project includes the coordinated operation of existing recharge and recovery facilities on the City of Bakersfield's (COB) 2800-Acres, Berrenda Mesa Water District's property, the Kern River channel, areas along the Cross Valley Canal right-of-way, as well as construction and operation of new recharge and recovery facilities on the Pioneer properties. In addition to the properties previously described, the Project includes recharge on private property adjacent to the Pioneer property in Sections 4, 11, 12, 13, and 14 of T30S/R26E, and recovery from existing private wells in Sections 1, 3, 4, 5, 6, 11, 12, 14, 16, 21, 22, and 23 of T30S/R26E, and Section 2, T30S/R25E, all providing suitable arrangements which can be made with the landowners involved. The Project also provides for exercise of Agency and Agency Basic Contact Member Units rights to recharge, store and recover water in the Kern Water Bank pursuant to the Exhibit 3.0 to the Kern Water Bank Transfer and Exchange Agreement, dated October 25, 1995, attached as Appendix I.

The Project will receive water in wet years from a wide variety of sources including the SWP, Central Valley Project (CVP), Kern River, floodwater from outside Kern County and other sources. These waters may be recharged and stored in the ground water basin in Kern County using the Project facilities for overdraft correction or for subsequent recovery by project facilities for use both inside and outside the ground water basin. Project facilities may also be used for seasonal re-regulation.

Existing and proposed recharge, recovery, conveyance and monitoring facilities, which will be a part of the Project, are described in the following sections.

3.2 RECHARGE FACILITIES

3.2.1 Recharge Areas

Properties with new and/or existing recharge facilities are described in the following sections and listed in Tables 1 together with acreage available for recharge and shown on Plates E.

3.2.1.1 City of Bakersfield's 2800-Acre Area

City of Bakersfield Agreement No. 84-232 dated October 17, 1984 provides for Agency use of the 2800-acre recharge area owned and operated by the City of Bakersfield. About 1,350 acres of this facility are presently available for recharge, however, facilities must be shared with the City of Bakersfield and others having access to the City's facilities, including Olcese Water District.

Water for recharge on the City's property can be conveyed directly via the Kern River or from the California Aqueduct in the Cross Valley Canal (CVC) and delivered either through River Turnout No.'s 1 or 2. Water from the Friant-Kern Canal can be discharged into the Kern River upstream of the 2800-Acres area.

3.2.1.2 Berrenda Mesa Property

Berrenda Mesa Water District owns 369 acres of property adjacent to the CVC and the Kern River of which 250 acres has been developed into recharge

ponds. An additional 65 acres in the river channel is also available when Kern River water is not flowing. The Berrenda Mesa Water District and the Agency have completed an agreement for "Developing and Operating a Joint Water Recharge/Recovery Project."

The agreement allows the Agency to use DWR loan funds obtained from the Water Conservation and Water Quality Bond Law of 1986, to improve the recharge capability of the property as well as to purchase of up to 60 acres for joint use by the Agency and Berrenda Mesa. Improvements include the construction of six off-site wells, a reinforced concrete turnout at Bellevue Weir on the Kern River, a 1,920 foot pipeline, 72-inches in diameter from the Bellevue Weir to the Wilson Intake Ditch, stilling wells, a meter structure, recharge ponds in the 55 acres in the north slough area, a fabricated steel gate and a 48 inch corrugated pipe weir off the River Channel. All of these facilities, except the six wells, were constructed in late 1994.

3.2.1.3 Kern River Channel and Canals

At certain times, recharge capacity is available in the Kern River Channel and various tributary canals including the Calloway Canal upstream from the City's 2800-Acres, within the Improvement District No. 4 (ID4). These areas are generally used by ID4 for recharge but the Project water may be recharged in these areas when excess capacity is available. Approximately 240 acres are available in the Kern River channel within ID4 and an additional 24 acres are available in the Calloway Canal. Additional recharge capacity is available for use in canals and their laterals adjacent to recharge areas including the Pioneer Canal, James Canal and Main Canal systems.

3.2.1.4 Pioneer Project

In 1992, the Agency purchased 2,253 acres of property to be used for recharge and recovery of water. About 816 acres is located north of the Kern River and the City of Bakersfield's 2800-Acres, south of the CVC and east of the Kern Water Bank. This area is referred to as North Pioneer. Another 1,437 acres is located south of the Kern River and east of the 2800-Acres and north of the Southern Pacific Railroad tracks. The 414 acre portion of this property north of the Kern River Canal is referred to as Central Pioneer and the 1,023 acre portion south of the Kern River Canal and is referred to as South Pioneer. Water from any source described under section 2.6.1 can be delivered onto the Pioneer property.

3.2.1.4.1 North Pioneer

Water for recharge will be conveyed onto North Pioneer at several locations: 1) two 30-inch (Nord siphons) siphons or a turnout from the CVC between Pumping Plant No. 3 and Nord Road; 2) A lateral off the Pioneer Canal; 3) existing turnouts from basin 9 and 10 of the City of Bakersfield 2800-Acres; 4) two 36 inch siphons located east of CVC Pump Plant 3; and 5) two 30-inch siphons located east of CVC Pumping Plant 4. The existing McClung Weir will provide a diversion point through culverts which connect the Kern River Channel with Basin 9 and

10 of the City of Bakersfield 2800-Acres facility. From Basin 10, water will flow through an existing 100 cfs headgate located on the levee separating the 2800-Acres from the Pioneer property. From Basin 9, water will flow through an existing 600 cfs headgate located on the levee separating the 2800-Acres from the Pioneer property. The lateral off the Pioneer Canal can convey up to 60 cfs onto the property in Section 4, Township 30 South, Range 26 East. Two existing 30-inch siphons located between Pumping Plant No. 3 and Nord Road, will convey up to 80 cfs from the CVC onto the property in Section 5, Township 30 South, Range 26 East. The two 36-inch Pump Plant 3 siphons east of Pumping Plant No.3 can convey up to 160 cfs into Pioneer Canal. The two siphons east of Pumping Plant 4 can convey 80 cfs into the Pioneer Canal. Construction of small canals may be required to deliver water from the diversion structures to higher elevations of the property. Approximately 2 miles of levees were constructed in 1995 to create recharge ponds on much of the parcel. An additional 2 miles of new levees may be constructed in the future. Location of North Pioneer recharge ponds are shown in Plate D1.

3.2.1.4.2 Central Pioneer (north of the Kern River Canal)

Recharge water can be conveyed to Central Pioneer from the north through the 2800-Acres and/or from the Berrenda Mesa Spreading grounds. Water from the 2800-Acres will be diverted on to the property through an existing 40 cfs turnout operating out of the McClung Pool. A small existing channel leading from the river to the property will allow access from the Kern River channel. In addition, an existing 40 cfs headgate through the exterior levee of the Berrenda Mesa Spreading Grounds ponds conveys water to Central Pioneer. Approximately 3.6 miles of levees were constructed in 1995 to create 220 acres of recharge ponds on much of the parcel. The existing levees may be raised in the future to increase the area of the recharge pond.. Locations of Central Pioneer recharge ponds are shown on Plate D2.

South Pioneer (south of the Kern River Canal)

The existing James Canal will be used to convey water to the South Pioneer property from the Kern River Canal. The James Canal has a capacity of 145 cfs. Water is diverted out of the James Canal onto the South Pioneer property through pipes located in the canal banks upstream from the existing control structures, which are used to regulate the water surface in the canal. Approximately 0.5 miles of levees were constructed in 1995 to create recharge ponds on the parcel. An additional 14 miles of new levees may be constructed in the future.

In addition to service from the James Canal, temporary weirs and/or siphon/turntable pumps could be used to divert water out of the Kern River Canal. Locations of South Pioneer recharge ponds are shown on Plate D3.

Some water from the Central Pioneer can be delivered through an existing siphon under the canal to the South Pioneer. To facilitate larger flows, additional siphons could be used to convey water from the Central parcel to the South parcel. A new 300 cfs turnout from the City's 2800-Acres' McClung Pool may be built in the northwest quarter of Section 10.

3.2.1.5 Kern Water Bank Facility

Section 4.2 to the Declaration of Covenants, Conditions and Restrictions which is Exhibit 3.0 to the Kern Water Bank Transfer and Exchange Agreement dated October 25, 1995 provides for use of the Kern Water Bank Facilities by Agency Basic Contract Member Units including the Agency and its Improvement District when recharge, storage and/or recovery capacity is available beyond that needed by the Kern Water Bank Authority Member Entities.

A total of approximately 3,000 acres of recharge ponds were constructed on the Kern Water Bank (KWB) for the *1995 Ground Water Recharge Project*, designated as follows:

Stage One	1,500 acres
<u>Stage Two</u>	<u>1,500 acres</u>
Total	3,000 acres

The KWB recharge ponds will be supplied by the existing CVC, Pioneer Canal, James Canal, Buena Vista Main Canal and the Kern River. The CVC, which is parallel to the Pioneer Canal for several miles northerly of the KWB property, can be fed from existing diversions connecting the CVC to the Friant-Kern Canal, the Kern River and the SWP. The CVC is designed to operate in both forward or reverse flow as such, water will be conveyed to the reach that is parallel to the Pioneer Canal. Water will be diverted from the CVC to the Pioneer Canal and its tributary system through existing turnouts and siphons.

River diversion structures exist in basins 9 and 10 of the City of Bakersfield 2800-Acre recharge area to convey water flowing in the Kern River channel onto Bolthouse Farms property and then through the North Pioneer property. An existing diversion structure in the Pioneer Project's levee conveys water westerly under a railroad trestle onto the KWB recharge ponds.

3.2.1.6 Private Lands

Certain privately held lands in Sections 4, 11, 12, 13, and 14 of T30S/R26E are currently being farmed and may be available to use for recharge from time to time. Water for recharge can be readily delivered to the lands in Section 4 via the Cross Valley Canal, the Pioneer Canal, and/or existing turnouts from basins 9 and 10 of the 2800-Acres. Similarly, recharge water can be delivered to lands in Section 11 north of the Kern River Canal from the Berrenda Mesa Project, and to lands in Section 11 (south of the Kern River Canal), 12, 13, and 14 via the James Canal. Use of the foregoing private lands would be contingent upon completion of suitable agreements with the landowners involved.

3.3 RECOVERY FACILITIES

3.3.1 Wells

There are a number of new and existing wells which will be used by the Project for the recovery of stored water. These are described in the following sections of the report. Properties with new and/or existing recovery facilities are summarized in Tables 2 and 3 and shown on Plates B. A list of existing and potential new recovery well locations is provided in Appendix A.

3.3.1.1 KCWA Wells on 2800-Acres

Prior to 1991, the Agency constructed five wells on the City's 2800-Acres property. In 1991, four additional wells were constructed and equipped in the City's 2800-acre area. Under the existing agreement between the Agency and the City of Bakersfield, these nine wells on the 2800-acre property can only be used to extract water that is recharged on the 2800-Acres property; or related channels and canals.

3.3.1.2 KCWA Wells on Berrenda Mesa Water District Property

In 1991, the Agency constructed six wells on the Berrenda Mesa property. Use of these wells and two additional wells on the property which are owned by the District is governed by an agreement between the Agency and Berrenda Mesa Water District. The agreement also provides for construction and/or acquisition of six additional off site wells.

3.3.1.3 City of Bakersfield Wells

The City of Bakersfield owns ten wells on the 2800-Acres. Two of the ten City owned wells were constructed to produce domestic quality water and are committed to meet future urban water supplies. The remaining eight agricultural wells are operated under an agreement between the City and Olcese Water District. The City wells are available to the Agency when not needed for other City or Olcese Water District priorities. In dry years, these wells are generally only available to the Agency prior to April 15 and after October 15.

3.3.1.4 KCWA Wells Along the Cross Valley Canal

In 1991, the Agency constructed four wells along the Cross Valley Canal. Two of these wells, 30S/25E-9C and 30S/25E-9E, are located in the Buena Vista Ranch area adjacent to the KWB property. One well (30S/26E-5M1) is located near Pumping Plant No. 3 and one well (30S/26E-4J5) is located one quarter mile west of the 2800-acre boundary.

3.3.1.5 North Pioneer Wells

There are two existing wells (30S/26E-5Q1 and 30S/26E-8B1) on North Pioneer. As many as 9 new wells may be constructed on the property. Two of these sites may be designated for the Berrenda Mesa Project. The locations of these wells are shown on Plate B.

3.3.1.6 Central Pioneer Wells

There is one existing well on Central Pioneer. As many as five new wells may be constructed on the property. One of these sites may be designated for the Berrenda Mesa Project. The location of these wells are shown on Plate B.

3.3.1.7 South Pioneer Wells

There are three existing wells (30S/26E-15B1, 15K1, and 16G1) on South Pioneer. As many as 14 new wells may be constructed on the property. Three of these sites may be designated for the Berrenda Mesa Project. The locations of these wells are shown on Plate B.

3.3.1.8 Kern Water Bank Wells

There are approximately 31 wells currently operational on the Kern Water Bank. Approximately 30 additional wells are located on the Water Bank land but are not currently operational. The 31 operational wells may be used by the Agency and Basic Contract Member Units when not needed by the Kern Water Bank Authority Member entities. The remaining 30 may be used when the KWBA makes them operational.

3.3.1.9 Private Wells

There are a number of privately owned wells in the Kern Fan area that are available to the Agency under certain conditions. In dry years, these wells may be shared with the landowner or the tenant. Twenty-five private wells where 25% to 100% of the well capacity may be available in future dry years are listed below:

Castle & Cooke Wells: 30/26E:	12N1	12L1
	1R	
	1J1	12D1
McAllister Ranch Wells: 30/26E	16N1	21H1
	21D1	22P
	22A	23C
	22J	23L
Strand Ranch: 30/25E	2G	2J
	2H	
Tenneco West Inc. 30/26E	5B1	6B1
Bolthouse Farms 30/26E	11D1	11P1
	14F	4B1
	14H	4E1
	3B1	

3.4 RECHARGE AND RECOVERY CONVEYANCE FACILITIES

3.4.1 Canals

The Project will depend on a variety of conveyance facilities to transport water for recharge and recovery. These include the California Aqueduct, Cross Valley, Friant-Kern, Kern River, James, Pioneer, Main, Outlet and Alejandro canals. These facilities

are briefly described below.

3.4.1.1 California Aqueduct

The California Aqueduct is the main conveyance facility of the SWP. It conveys water from the Banks Pumping Plant at Clifton Court Forebay in the southern portion of the Delta to SWP water contractors located in the South Bay, San Joaquin Valley and Southern California. The Agency has an allocated Aqueduct capacity of 3,277 cfs. The Aqueduct will be used to convey water from the Delta to the CVC and for delivery of water to participating districts.

Recovered water that is conveyed to the California Aqueduct, can be delivered to districts or exchanged, with the DWR. Exchanges with the DWR can be simultaneous, or delayed exchanges. In a simultaneous exchange water delivered from the Aqueduct to an upstream district at the same time the recovered water is transported to the Aqueduct. With a delayed exchange, water might be delivered by the DWR to the receiving district from storage before or after the recovered water is received.

3.4.1.2 Cross Valley Canal

Recharge

The Cross Valley Canal (CVC) extends from the California Aqueduct near Tupman to Bakersfield. It consists of four reaches which have capacities ranging from 890 cfs through the first two pump plants to 342 cfs in the unlined extension near Bakersfield.

The canal is a joint-use facility operated by the Agency for the CVC participants -- a group of districts that paid for the canal's construction. Water can be conveyed through the CVC to the KWB, the 2800 Acres, the Berrenda Mesa Property, the Kern River channel, Pioneer properties and the various member units' recharge sites.

Recovery

The CVC is also used to convey banked water after it is recovered. Once in the CVC, recovered water can be delivered to CVC participants in exchange for water in the California Aqueduct. During periods when water is not available for exchange, the CVC can be operated in reverse flow. When operated in reverse flow, water flows from the CVC directly into the California Aqueduct. In 1991, water levels in the Aqueduct were low enough for the flow to be by gravity. When water levels in the California Aqueduct are too high for gravity flow, the water must be pumped into the Aqueduct. In 1992, the DWR constructed a temporary pump station to lift 80 cfs from the CVC into the California Aqueduct. A similar station may be reconstructed in the future if reverse flows into the California Aqueduct are needed when levels in the California Aqueduct are too high for gravity flow. In addition, raising the lining in the CVC reach adjacent to the California Aqueduct would allow reverse flow without a pump station.

3.4.1.3 Kern River/Alejandro/Outlet canals

Water from the Friant-Kern Canal, the CVC or from the Kern River can be conveyed in the Kern River channel or in the Kern River Canal to the Pioneer properties or other recharge areas. Conveyance of water in the Kern River Canal requires an agreement with the City of Bakersfield. Conveyance of water in the Alejandro Canal requires an agreement with the Buena Vista Water Storage District.

The Kern River Canal can also be used to convey water from the Kern River to the California Aqueduct directly via the Alejandro Canal, the Buena Vista Aquatic Lakes and Outlet Canal and a pumping plant, or indirectly via an exchange.

It should be noted that depending on ground water pumping operations, water in the Buena Vista Aquatic Lake may contain high concentrations of arsenic. These high concentrations are caused when ground water from nearby wells is pumped into the Buena Vista Aquatic lakes for irrigation use and to make up evaporation losses.

3.4.1.4 Friant-Kern Canal

The Friant-Kern Canal is operated by the Friant Water Users Authority to convey water supplies from the San Joaquin River through the Friant Division of the Central Valley Project to several districts in Kern County, including the Kern County Water Agency.

In addition to conveying CVP water, the canal is sometimes used to convey floodwaters from the Kings, Kaweah and Tule rivers which are pumped into the Friant-Kern Canal in major flood years. If not pumped into the Canal these waters would flood Tulare Lake bed. Such floodwaters in the Friant-Kern Canal are released into the Kern River channel downstream of Bakersfield where the water can flow into the California Aqueduct via the Kern River - California Aqueduct Intertie or be diverted and recharged into the ground water basin in Kern County. Alternatively, water from the Friant-Kern Canal can be conveyed to the California Aqueduct or recharge areas via the CVC operating in reverse mode.

3.4.1.5 Other Canals

In addition to the foregoing major lined transport canals, there are a number of unlined canals that will be used from time to time for recharge purposes and to transport water to recharge basins. These include the following:

James Canal - diverts water to the south from the Kern River Canal in Section 1 west of Bakersfield. It is used for recharge and to transport recharge water to South Pioneer, adjacent private property, and the Kern Water Bank south of the Kern River.

Pioneer Canal - Portions of the Pioneer Canal are present along Stockdale Highway and north of the CVC west of Section 2. It is used for recharge

and to transport recharge water to North Pioneer and the Kern Water Bank north of the Kern River.

Main Canal - The Main Canal diverts water to the north-west from the Kern River near Second Point. It is used for recharge and to transport water to recharge basins on the Kern Water Bank.

3.4.2 Pumping Plants

Two pump stations, one at Buena Vista Lake and one at Tupman have been used to pump water into the California Aqueduct.

3.4.2.1 Buena Vista Lake Pumping Plant

The Buena Vista Lake Pumping Plant pumps water out of the Outlet Canal into the California Aqueduct. The pumping plant was constructed in 1991 and has a capacity of 300 cfs. A long-term operational agreement is under negotiation between the Agency and the owners of these facilities. It is contemplated that two-thirds of the capacity will be made available to the Agency under certain circumstances. The plant is owned by Buena Vista Water Storage District and Henry Miller Water District.

3.4.2.2 Tupman Pumping Plant

The Tupman Pumping Plant lifts water from the CVC to the Aqueduct. A temporary pumping plant, which has a capacity of 80 cfs without siphons, was constructed by DWR in 1992. A permanent pumping plant may be constructed in the future.

3.5 MONITORING PROGRAM

The Statement of Principles for the Pioneer Project provides among other things that the Project will be governed by principles substantially similar to those found in the Memorandum of Understanding (MOU) regarding the Operation and Monitoring of the Kern Water Bank Ground Water Banking Programs, attached as appendix "B". The MOU outlines the terms, methods and procedures for the monitoring program appropriate for ground water recharge and recovery projects.

3.5.1 Annual Report

Each year, a report will be published which presents the following information:

- A. A summary of ground water levels collected during the year;
- B. A summary of water quality analyses of water collected during the year from recovery wells and monitoring wells;
- C. Records of water recharged during the year and its source;
- D. Records of water recovered during the year.
- E. The status of current accounts of stored water, including losses, and the quantities of water available for recovery;
- F. Information regarding ongoing concerns including the status of Chevron Pipeline remedial efforts.

3.6 SOURCES OF WATER

A wide variety of water sources may be available to the Project. Waters historically available for recharge for these sources are shown on Table 4. These sources may include:

- ▶ State Water Project water
- ▶ Interruptible Entitlement
- ▶ Central Valley Project Water
- ▶ Unregulated CVP water from Friant-Kern Canal
- ▶ Unregulated water from northern California
- ▶ Kern River water
- ▶ Imported floodwaters
- ▶ Other water

3.6.1 State Water Project Water

Consistent with existing biological opinions, it is anticipated that entitlement and interruptible entitlement water from the SWP will be available for banking or recharge. From time to time, member units have entitlement water excess to their in-district demand. This commonly occurs in wet years when Kern River water is available locally. In 1983, 209,988 acre-feet of entitlement were turned back to the SWP. It can also occur in moderately wet years in districts where water demands have lowered in recent years.

In the past, large quantities of regulated and unregulated surplus water have been available to the Agency from the SWP. Pursuant to the Monterey Agreement these types of water have been replaced by a single category of water called interruptible entitlement. In the future, availability of such water is expected to be significantly reduced because of reduced Delta exports, steadily increasing SWP demands, and the development of banking projects designed to conserve water in wet years to improve dry year yields.

3.6.2 Central Valley Project Water

In the past, the Agency has obtained water from the CVP via the Friant-Kern Canal through temporary contracts with the Bureau of Reclamation. Such water may be available from time to time in the future. In addition, CVP water may be available from northern California via the California Aqueduct on a temporary basis either directly to the Agency or through an exchange. A 1987 contract with the Bureau provided for 100,000 acre-feet of such water. Section 215 water is agricultural water not subject to the ownership limitations of Reclamation law made available on short notice under Section 215 of the Reclamation Reform Act of 1982. CVP water may also be available to the Project via exchanges and through third parties.

3.6.3 Kern River Water

The Kern River interests encourage every effort to maximize the recharge of Kern River water into the ground water basin prior to initiating use of the Intertie to export excess floodwaters from the basin.

Quantities of flow through the Kern River-California Aqueduct Intertie, as well as flows which historically bypassed the Intertie via the Kern River flood channel were

894,538 acre-feet in 1983. These generally represent flows which exceeded the available capacity of then existing recharge facilities in Kern County.

3.6.4 Imported Floodwaters

In the past, the Delta Lands Reclamation District No. 770 has pumped floodwaters from rivers tributary to Tulare Lake bed into the Friant-Kern Canal to reduce farmland flooding. This water is diverted only as a last resort to prevent floodwater damage to lands. This water flowed into Kern County where it was released into the Kern River channel where it can flow through the Intertie into the California Aqueduct. In the past, portions of this water were salvaged by diverting it from the Kern River into recharge areas. If the practice of diverting floodwaters into the Friant-Kern Canal continues in the future, this can be a source of water to the ground water basin in Kern County. In 1983, 155,994 acre-feet of such of floodwaters entered Kern County via the Friant-Kern Canal.

3.6.5 Other Water

Discussions with other agricultural and municipal water users in other parts of the State indicate that quantities of water could be available for purchase and transfer at relatively low costs in certain hydrologic years. Consideration will be given by the Project to purchase such water if available at acceptable prices during times when conveyance and recharge capacity are available. In addition, some entities both inside and outside Kern County have indicated an interest in temporarily storing water in Kern County (third parties) for later payback including seasonal re-regulation.

3.7 CONVEYANCE FACILITIES OPERATION

Conveyance facilities available for use by the Project for the purpose of conveying water for ground water recharge were briefly described in a previous section of this report. When water is available for recharge, transportation of the water will be coordinated with the operators of various canals. Deliveries of SWP, CVP or other water from the California Aqueduct are scheduled with the DWR. Cross Valley Canal deliveries are scheduled with the Agency subject to priorities established by the Cross Valley Canal Participants and the Agency in the Interim Rules in Regard to the Operation of the Cross Valley Canal for Agency and Non-Agency Uses, dated July 1980.

Friant-Kern Canal deliveries are scheduled with the U.S. Bureau of Reclamation and Friant Water Users Authority. Deliveries of water via the Kern River Canal, 2800-Acres and the Kern River, including waters introduced to the Kern River from Friant-Kern Canal and the Cross Valley Canal are scheduled with the City of Bakersfield. Distribution canals include the Pioneer and the James Canals which are coordinated by the Agency and the City of Bakersfield as necessary. Use of the Alejandro and Main canals requires scheduling with Buena Vista Water Storage District.

3.8 RECHARGE LOSSES

Recharge losses will be assessed as described in the MOU shown in appendix B. Generally, surface recharge losses shall be fixed and assessed at a rate of 6% of water diverted for

recharge on Project facilities. To account for all other actual or potential losses (including migration losses), an additional 4% of water recharged for later recovery shall be deducted provided the rechargor is compensated within three years.

An additional 5% loss shall be assessed against any water diverted to Project facilities for banking by, for, or on behalf of any out-of-County person, entity or organization and/or against any banked water sold or transferred to any County person, entity or organization (except current SWP Ag Contractors. These losses are non-bankable and non-recoverable by Project Participants.

4. PROJECT OPERATIONS

Project operations will be based upon the recharge and recovery needs of individuals Project participants. Generally, in wet years one or more Project participants will have water available from one or more of the sources described in Section 2.6.1 and recharge this water in one of the Project recharge facilities. In dry years, one or more banking participants may recovery water from wells located on one or more of the project facilities described in Section 2.3.1. In some years, it is expected that neither recharge or recovery will occur and this is classified as a no activity year. Generally, recharge years are expected to occur approximately one out of every three years or 33% of the years; recovery years are expected to occur approximately one out of every three years or 33% of the years; and no-activity years are expected to occur approximately one out of every three years or 33% of the years. However, future changes in the SWP, the local hydrological conditions, cropping patterns and other factors may all modify these annual recharge and recovery operation frequencies.

4.1 RECHARGE OPERATIONS

The annual quantity of water available for recharge will depend on the in-district demand and the available water supply. Priorities for Project participation are outlined in appendices B and C and cover use of all Project recharge facilities described in Sections 2.2.1.1 through 2.2.1.5.3. Total minimum and maximum monthly recharge capacity by Project facilities is shown on Table 1 to range from 54,000 acre-feet to 123,000 acre-feet. Since many of the facilities are shared with others, the available recharge capacity actually utilized will depend on the number of Project participants participating in a wet year and the water available for ground water recharge. Priorities of use of recharge facilities by Project participants are described in Appendices B and C.

4.2 RECOVERY OPERATIONS

The annual quantity of ground water recovery by Project recovery participants will depend on local and State wide dry year water supply conditions. Rules for Project participation by recovery participants are outlined in both Appendices B and C, for all Project recovery facilities described under Section 3.3. Maximum annual recovery capacity by Project facilities is shown on Table 2 and range from 237,000 acre-feet from existing wells to approximately 341,000 acre-feet with construction of 32 new wells. Priority of use of recovery facilities by Project participants are described in Appendices B and C.

Although the potential annual recovery capacity of 237,000 acre-feet for existing wells and the additional 104,000 acre-feet of annual recovery capacity for the future wells is based on all wells operating at one time. This is unlikely to happen for the following reasons: 1) Agency may

not be able to contract for use of private wells. 2) Private wells, City of Bakersfield wells and KWB wells must be shared with others. 3) Production from and/or construction of some wells may have to be reduced to comply with the KWB MOU (attached as Appendix B).

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TABLE 1
Pioneer Ground Water Recharge and Recovery Project
Recharge Facility Characteristics

Recharge Areas	Total Acreage	Wetted Area Factor %	Recharge Pond Acres	Status	Recharge Rate (FT/DY)		Min Recharge Capacity		Max Recharge Capacity	
					Min	Max	(CFS)	(AF/MO)	(CFS)	(AF/MO)
N. Pioneer	816.5	0.66	540	New/Exist	0.33	0.5	90	5414	136	8204
S. Pioneer N.	413.78	0.92	382	New/Exist	0.33	0.5	64	3832	96	5806
S. Pioneer S.	1022.38	0.51	525	New/Exist	0.33	0.5	88	5268	133	7982
KR Channel *	264	1.00	264	Existing	0.50	1.0	67	4013	133	8026
Berrenda Mesa										
Spreading Ponds	250	0.80	200	Existing	0.33	0.5	33	2006	51	3040
River Channel	65	1.00	65	Existing	0.50	1.0	16	988	33	1976
North of River	54.6	0.60	33	New	0.33	0.5	5	329	8	498
Wilson Ditch	45	0.51	23	Existing	0.33	0.5	4	231	6	350
COB 2800 Acres	1350	1.00	1350	Existing	0.33	1.0	225	13543	682	41040
Kern Water Bank										
Stage One	3200	0.47	1500	Existing	0.20	0.5	152	9120	379	22800
Stage Two	5000	0.30	1500	Existing	0.20	0.5	152	9120	379	22800
Total	12481.3		6381.6				894.9	53864.1	2035.5	122520.5

* Includes 24 acres located in Calloway Canal

TABLE 2
Pioneer Ground Water Recharge and Recovery Project
Recovery Wells

Location	Existing	New Well Sites	w/ Berrenda Mesa	Total	Total w/ BM
Pioneer Project					
North Pioneer	2	9	7	11	9 ⁽¹⁾
Central Pioneer	1	5	4	6	5 ⁽¹⁾
South Pioneer	3	14	11	17	14
Along CVC	4	0		4	4
Private Wells	25	0		25	25 ⁽²⁾
Berrenda Mesa Project					
Present Project	8	0		8	8
Off site wells	0	0	6	0	6 ⁽¹⁾
Kern Water Bank					
La Hacienda Wells	23	0		23	23
Expansion Wells	8	0		8	8
Other	0	0		0	0
COB 2800-Acres					
Agency Wells	9	4	4	13	13 ⁽³⁾
COB/Olcese	10	0		10	10
Total	93	32	32	125	125

(1) The 6 off site Berrenda Mesa wells are considered to occupy 6 of the 28 new wells on the Pioneer property.

(2) Private wells include those on McAllister Ranch, Strand Ranch, Kang Ranch, Castle & Cooke, Bolthouse Farms & Tenneco West and the Agency projects use of up to 50% of the capacity of private wells while these wells are also being used for irrigation of overlying lands.

(3) The 4 other wells are reserved for ID4 - see Pioneer Agreement Recovery Plan.

TABLE 3
Pioneer Ground Water Recharge/Recovery Project
Annual Well Capacity (AF)

(All wells used for modeling purposes assume 5CFS & 10% downtime)

Location	Existing	New Well Sites	w/ Berrenda Mesa	Total	Total w/ BM
	Pioneer Project				
North Pioneer	6,504	29,269	22,765	35,774	29,269
Central Pioneer	3,252	16,261	13,009	19,513	16,261
South Pioneer	9,756	45,530	35,774	55,287	45,530
Along CVC	13,009	-	-	13,009	13,009
Private Wells	40,652	-	-	40,652	40,652 ^(2,3)
Berrenda Mesa Project					
Present Project	26,017	-	-	26,017	26,017
Additional Wells	-	-	19,513	-	19,513 ⁽¹⁾
Kern Water Bank					
La Hacienda Wells	74,799	-	-	74,799	74,799
Expansion Wells	26,017	-	-	26,017	26,017
Other	-	-	-	-	-
COB 2800-Acres					
Agency Wells	29,269	13,009	13,009	42,278	42,278
COB/Olcese	8,130	-	-	8,130	8,130
Total	237,407	104,069	104,069	341,476	341,476

(1) The 6 off site Berrenda Mesa wells are considered to occupy 6 of the 28 new wells on the Pioneer property.

(2) Private wells include those on McAllister Ranch, Strend Ranch, Castle & Cooke, Bolthouse Farms & Tenneco West and the Agency projects use of up to 50% of the capacity of private wells while these wells are also being used for irrigation of overlying lands.

(3) Wells assumed to be used to recover Pioneer banked water.

TABLE 4

**Pioneer Ground Water Recharge and Recovery Project
ESTIMATED WATER AVAILABLE FOR RECHARGE**
(Quantities in Acre-Feet)

CALENDAR YEAR	(1) Estimated SW Water Available for Recharge	(2) CVP WATER	(3) DWR KFE SWP WATER	(4) KERN RIVER INTERTIE FLOWS	(5) KERN RIVER FLOOD CHANNEL FLOWS	(6) THIRD PARTY Water	(7) FRIANT-KERN CANAL FLOOD WATERS		(8) EXPORTED IN INTERTIE	(9) TOTAL WATER AVAILABLE FOR RECHARGE (Col 1,2,3,4,5,&6)
							IMPORTED TO COUNTY	EXPORTED		
1978	228,000	1,616	323,000	168,818	36,200	122,800	19,716	9,113	880,434	
1979	47,300	10,507	0	0	0	104,730	0	0	162,537	
1980	228,000	3,461	124,000	138,816	33,604	122,800	0	0	650,681	
1981	1,200	480	0	0	0	100,120	0	0	101,800	
1982	198,300	2,309	0	10,339	0	119,830	115,358	11,968	330,778	
1983	349,800	0	0	664,038	230,500	134,980	155,994	96,200	1,379,318	
1984	92,900	0	612,000	26,720	0	109,290	0	0	840,910	
1985	0	0	0	0	0	100,000	0	0	100,000	
1986	102,300	0	15,675	1,867	12,200	110,230	116,891	15,580	242,272	
1987	0	0	0	0	0	100,000	0	0	100,000	
1988	0	0	0	0	0	100,000	0	0	100,000	
1989	0	0	0	0	0	100,000	0	0	100,000	
1990	0	0	0	0	0	100,000	0	0	100,000	
1991	0	0	0	0	0	100,000	0	0	100,000	
1992	0	0	0	0	0	100,000	0	0	100,000	
TOTAL	1,247,800	18,373	1,074,675	1,010,598	312,504	1,424,780	407,959	132,861	5,088,730	

Column 1 based on DWR study NMFSEPAC.188

Column 3 based on DWR operation study based on no South Delta facilities, Biological Opinion in place for the Winter Run Salmon and Delta Smelt and EPA standards.

Column 6 - Third party use is based on 10% of column 1 +100,000 AF non SWP water for seasonal regulation

Column 7 & 8 are not included in the total

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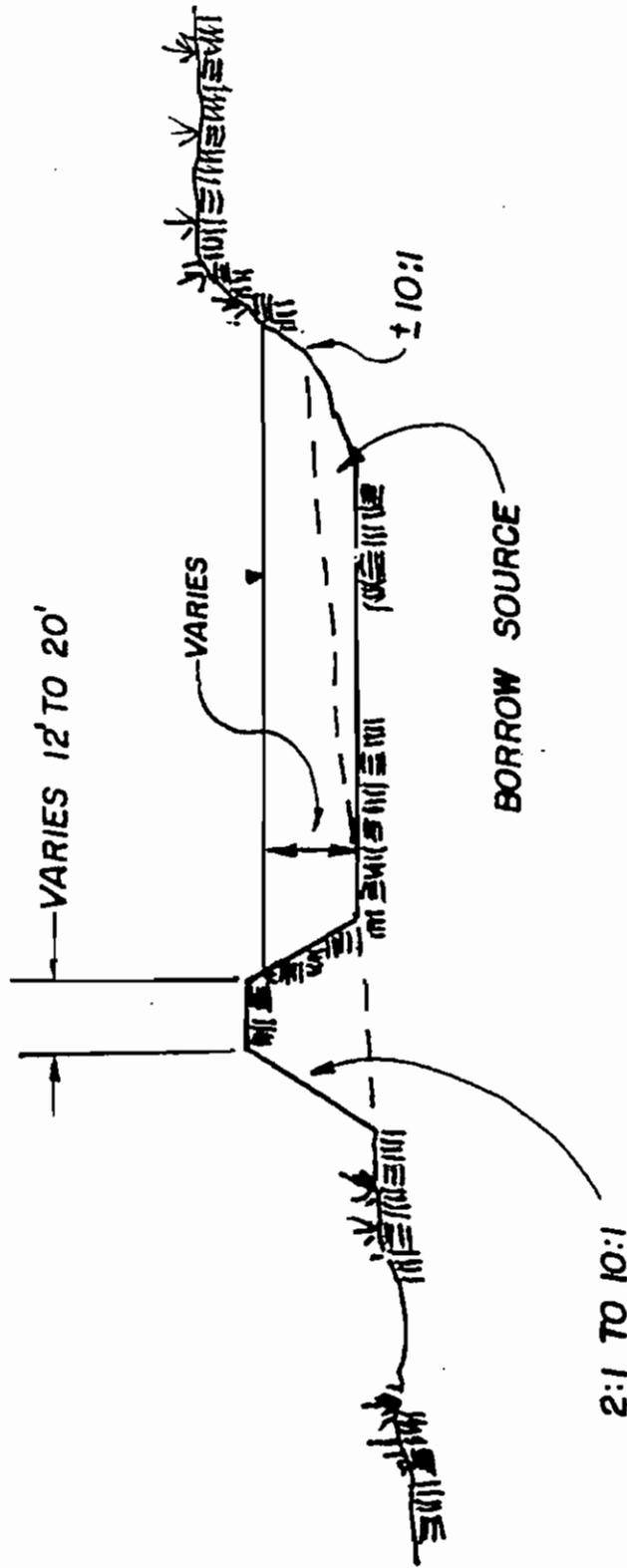
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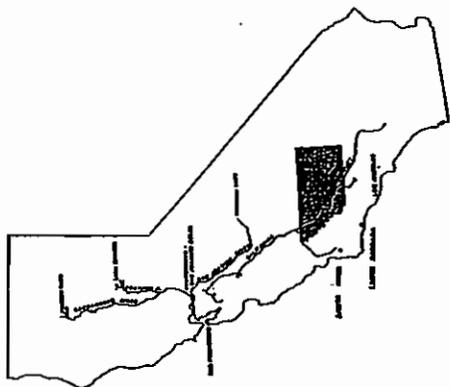
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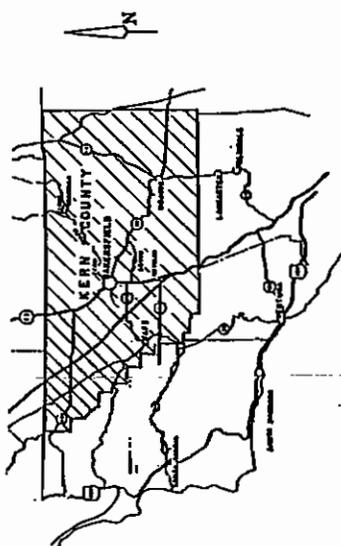


Kern County Water Agency
 Kern County, California
 Pioneer Groundwater Recharge & Recovery Project
**TYPICAL RECHARGE FACILITY
 CROSS SECTION**

FIGURE 1



State of California

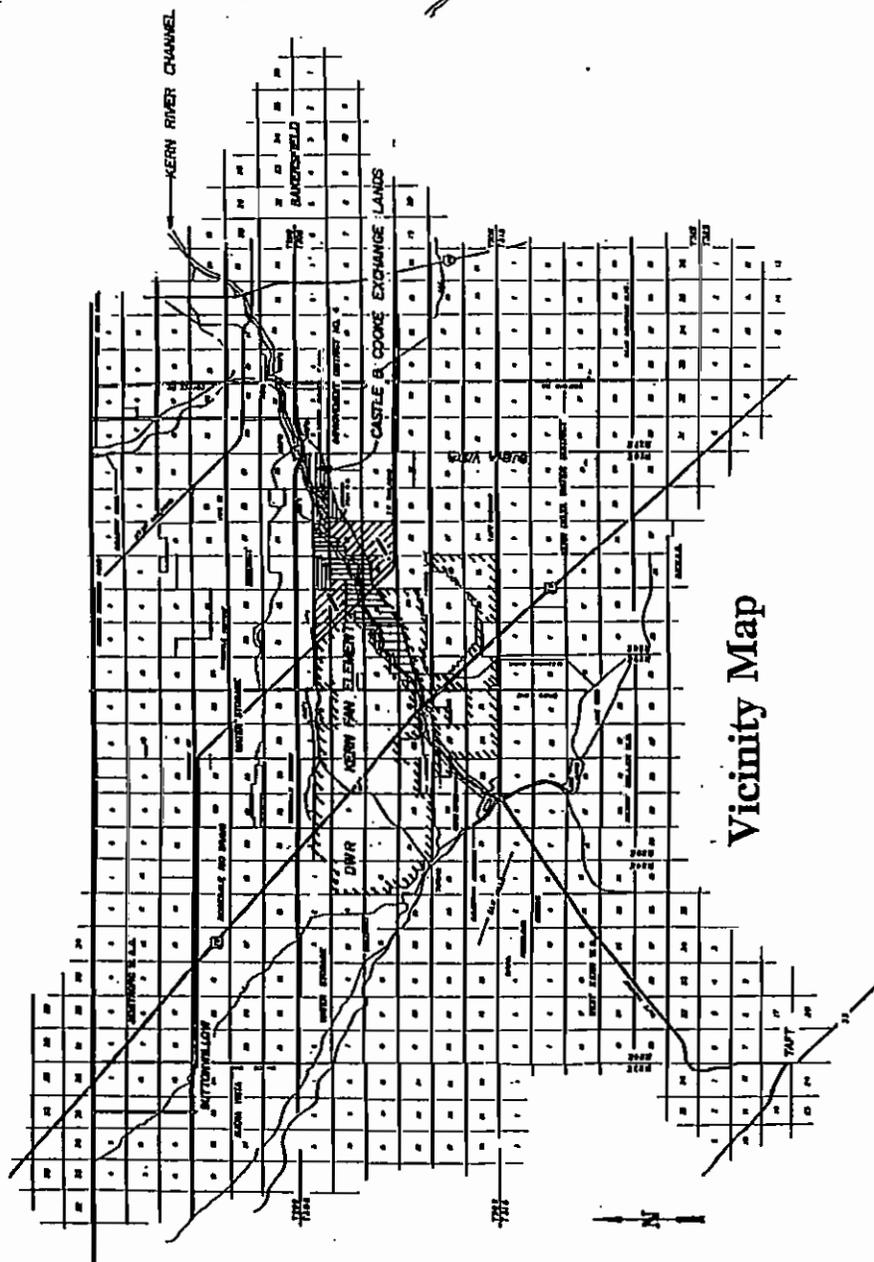


County of Kern

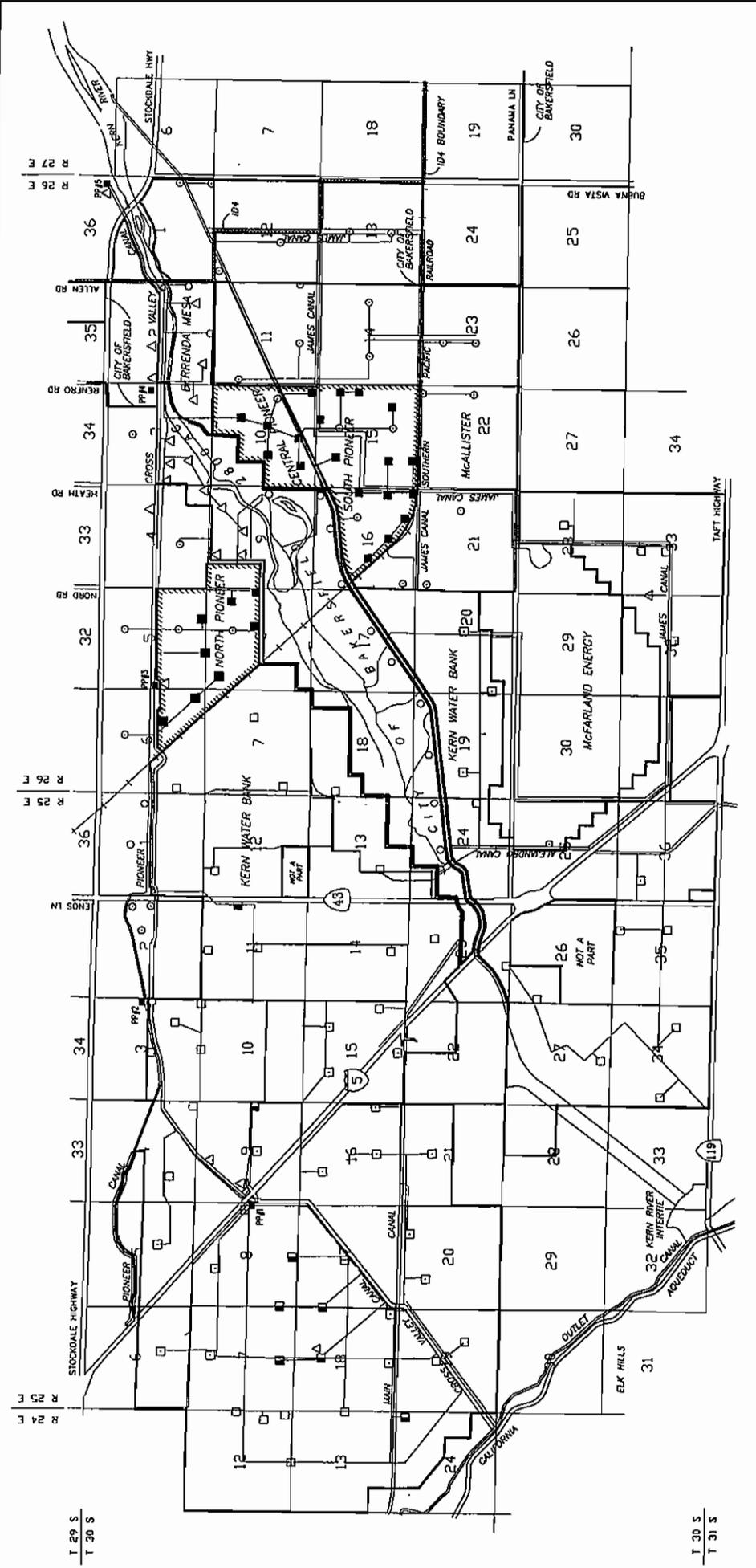
Kern County Water Agency
Kern County, California

Pioesee Groundwater Recharge & Recovery Project

VICINITY MAP

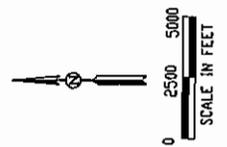


Vicinity Map



LEGEND

- Existing Ag Wells
- Future Wells
- △ Existing Agency Wells
- Existing Lo Haciendo Wells
- Existing KFE Wells
- Existing KFE Expansion Wells
- Existing Wells Owned by Others



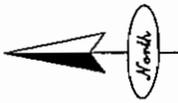
- Agency Pipeline
- KCWA North, Central & South Pioneer
- Property Line, other than Pioneer

Kern County Water Agency
 Kern County, California

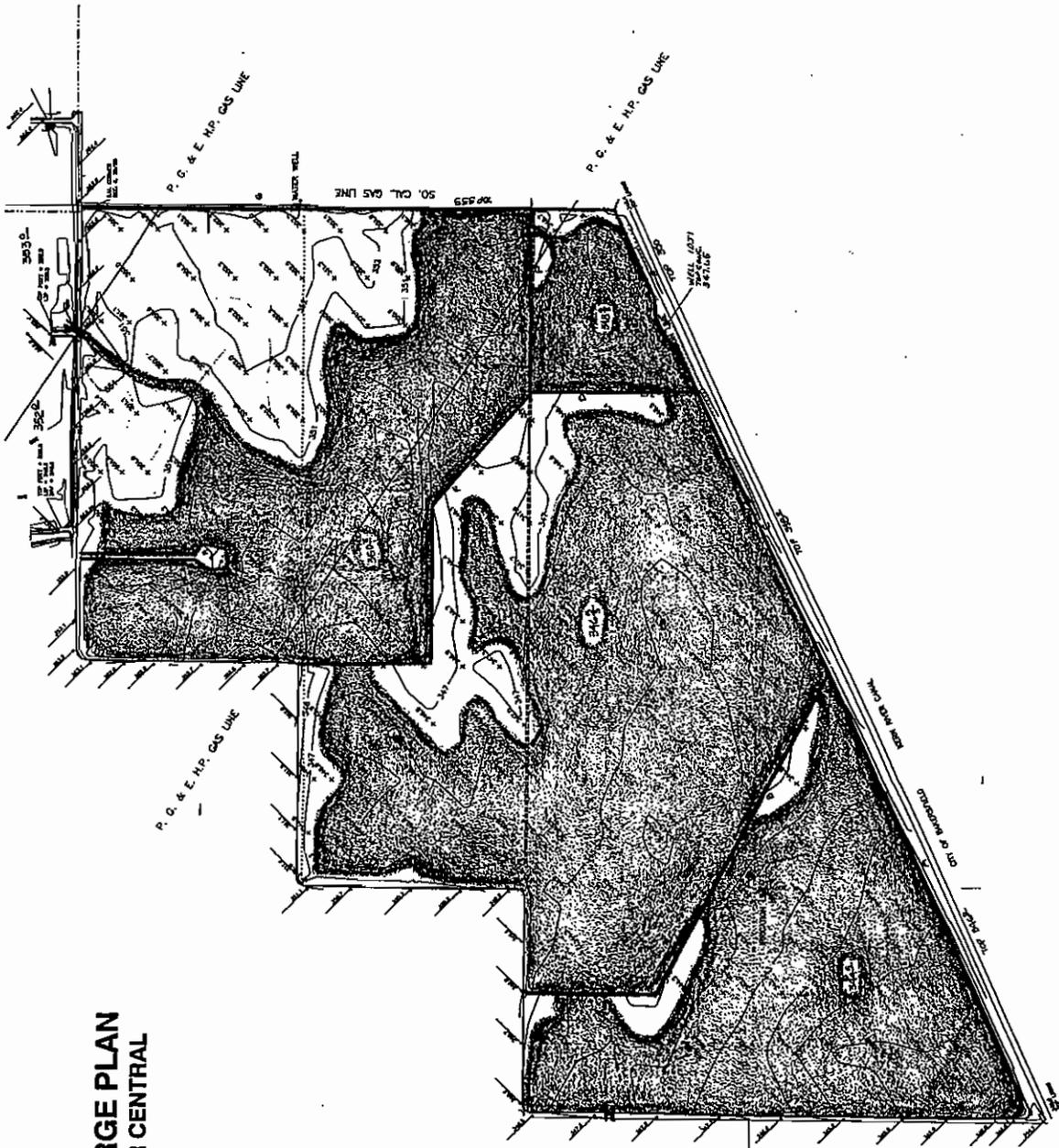
**PIONEER GROUNDWATER RECHARGE
 AND RECOVERY PROJECT**

RECOVERY FACILITIES

**RECHARGE PLAN
PIONEER CENTRAL**



SCALE 1" = 300'

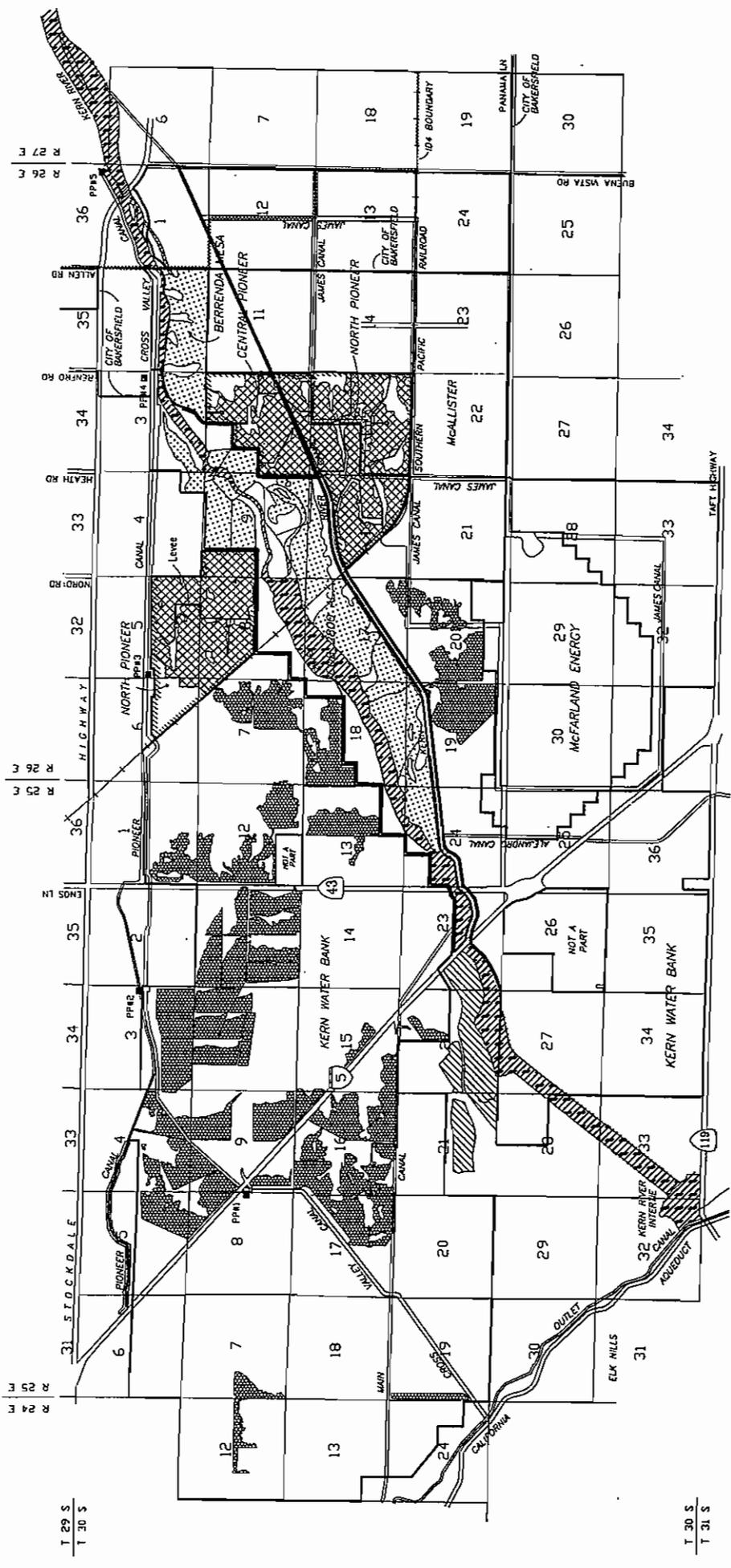


1' CONTOUR MAP OF SECTION 10, T. 30 S., R. 26 E., M.D.M.
KERN COUNTY CALIFORNIA

KERN COUNTY WATER AGENCY
3200 RIO MIRADA DRIVE
BAKERSFIELD, CA 93308
805-634-1400

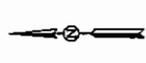
FILE SURVEYING
SECTION 1-24-83
DRAWN BY: R.L.P.
CHECKED BY: J.B.P. (CS)

PLATE D 2



LEGEND

- Kern River Recharge
- Existing COB Ponds
- BV/WK Ponds
- KCWA Pioneer Ponds
- KWB Recharge Ponds
- Property Line, other than Pioneer
- KCWA North, South, Central Pioneer



Kern County Water Agency
Kern County, California

**PIONEER GROUND WATER RECHARGE
AND RECOVERY PROJECT**

RECHARGE FACILITIES

APPENDIX A

List of Existing and Future Recovery Well Locations

Recovery Well Locations For the Pioneer Ground Water Recharge and Recovery Project

Existing wells												Future wells			
Berrenda Mesa	City of Bakersfield 2800-Acres	North Pioneer	Central Pioneer	South Pioneer	Private*	CVC	KFE	Berrenda ** Mesa	ID4	North Pioneer	Central Pioneer	South Pioneer	KFE	Total	
8	19	2	1	3	25	4	31	0	4	9	5	14	0	125	
BM 1, 30/26-2J2	KCWA 1, 30/26-4R1	30/26-5Q1	30/26-10J	30/26-15B1	30/26-16N	30/26-4J5	30/25-6K1		In the 2800-Acres	30/26-6K	30/26-10G	30/26-16L			
BM 3, 30/26-2P1	KCWA 2, 30/26-3P1	30/26-8B1		30/26-15K1	30/26-21D	30/26-5M1	30/25-7G1		In the 2800-Acres	30/26-6R	30/26-10K	30/26-16P			
BK 1, 30/26-2M1	KCWA 3, 30/26-3M4			30/26-16G1	30/26-22A	30/25-9C	30/25-8F1		In the 2800-Acres	30/26-8D	30/26-10L	30/26-15N			
BK 2, 30/26-2L1	KCWA 4, 30/26-3L1				30/26-22J	30/25-9E	30/25-8J1		In the 2800-Acres	30/26-8G	30/26-10P	30/26-16Q			
BK 3, 30/26-2J1	KCWA 5, 30/26-3L2				30/26-12N		30/25-15B1			30/26-8H	30/26-10N	30/26-15P			
BK 4, 30/26-3R1	KCWA 7, 30/26-9C				30/26-2G		30/25-15C1			30/26-8C		30/26-15J			
BK 5, 30/26-2N	KCWA 8, 30/26-9A1				30/26-2H		30/25-15Q1			30/29-8A01		30/26-16J			
BK 6, 30/26-2R	KCWA 9, 30/26-9F1				30/26-2J		30/25-16F1			30/26-8A02		30/26-15M			
	KCWA 10, 30/26-9G1				30/26-21H		30/25-16P1			30/26-8B		30/26-15E			
	CBK 22, 30/26-16A1				30/26-23C		30/25-16R1					30/26-15B			
	CBK 23, 30/26-P11				30/26-23L		30/25-17F1					30/26-10R			
	CO 1, 30/26-16B4				30/26-5B1		30/25-18P1					30/26-15A			
	CO 2, 30/26-16E4				30/26-6B1		30/25-18R1					30/26-15H			
	CO 3, 30/26-17K1				30/26-1R		30/25-20A1					30/26-15G			
	CO 4, 30/26-17M1				30/26-1J1		30/25-20C1								
	CO 5, 30/26-19A1				30/26-11D		30/25-21G1								
	CO 6, 30/26-19C1				30/26-14F		30/25-4L1								
	CO 7, 30/25-24H1				30/26-14H		30/25-5K1								
	CO 8, 30/25-24G				30/26-3B1		30/25-9L1								
					30/26-12L1		30/25-36D1								
					30/26-11P		30/26-19M								
					30/26-4B1		30/26-20L1								
					30/26-4E1		30-26-20N								
					30/26-12D		30/24-24A1								
							30/25-7P1								
							30/25-7R1								
							25/30-8P1								
							30/25-18A1								
							30/25-18C1								
							30/25-9J1								
							30/25-11A1								

* Private wells include McAllister, Strand, Kang Ranch, Tenneco West, Castle and Cooke, Bolthouse Farms and McFarland Energy Co., @ 50% use.
 ** The 6 offsite wells are designated as the 6 existing wells located on the Pioneer property.

APPENDIX B

**Memorandum of Understanding
Regarding Operation and Monitoring
of the
Kern Water Bank
Ground Water Banking Program
(October 24, 1995)**

MEMORANDUM OF UNDERSTANDING
REGARDING OPERATION AND MONITORING
OF THE
KERN WATER BANK
GROUNDWATER BANKING PROGRAM

This Memorandum of Understanding is entered into the 26th day of October, 1995, by and among DUDLEY RIDGE WATER DISTRICT, KERN COUNTY WATER AGENCY, SEMITROPIC WATER STORAGE DISTRICT, TEJON CASTAC WATER DISTRICT & WESTSIDE MUTUAL WATER COMPANY, LLC, and WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT, which have collectively formed the KERN WATER BANK AUTHORITY ("KWBA") hereinafter collectively referred to as "Project Participants," and BUENA VISTA WATER STORAGE DISTRICT ("BVWSD"), ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT ("RRBWS"), KERN DELTA WATER DISTRICT ("KDWD"), HENRY MILLER WATER DISTRICT ("HMWD"), and WEST KERN WATER DISTRICT ("WKWD"), hereinafter collectively referred to as "Adjoining Entities."

R E C I T A L S

WHEREAS, Project Participants expect title to that certain real property more particularly shown on the map attached hereto as Exhibit "A" and incorporated herein by this reference ("Project Site") to be transferred to the KWBA as provided for in the "Statement of Principles . . . for the Development, Operation and Maintenance of the Kern Fan Element of the Kern Water Bank" ("Statement of Principles") agreed to March 30, 1995; and

WHEREAS, the KWBA intends to develop and improve the Project Site as necessary to permit the importation, percolation and storage of water in underground aquifers for later extraction, transportation and use for the benefit of Project Participants, all as more fully described in Exhibit "B" attached hereto and incorporated herein by this reference ("Project"); and

WHEREAS, Adjoining Entities encompass lands and/or operate existing projects lying adjacent to the Project Site as shown on said Exhibit A; and

WHEREAS, in recent years, water banking, extraction and transfer programs in Kern County have become increasingly numerous and complex; and

WHEREAS, it is appropriate and desirable to mitigate or eliminate any short-term and long-term significant adverse impacts of new programs upon potentially affected projects and landowners within the boundaries of Adjoining Entities; and

WHEREAS, Adjoining Entities and Project Participants desire that the design, operation and monitoring of the Project be conducted and coordinated in a manner to insure that the beneficial effects of the Project to the Project Participants are maximized but that the Project does not result in significant adverse impacts to water levels, water quality or land subsidence within the boundaries of Adjoining Entities, or otherwise interfere with the existing and ongoing programs of Adjoining Entities;

NOW THEREFORE, BE IT RESOLVED that, based upon the mutual covenants contained herein, the parties hereto agree as follows:

1. Project Design and Construction. Project Participants have completed a preliminary design of the Project described in Exhibit B hereto representing the maximum facilities for the Project. Said preliminary design has been reviewed and approved by the Parties hereto. The KWBA intends to, and if it does so will, construct all or a portion of the Project

consistent with such preliminary design. Any major modifications of the facilities and/or significant changes from that described in Exhibit B and in the environmental documentation for the Project will be subject to additional environmental review pursuant to CEQA and will be subject to review of the Monitoring Committee prior to implementation.

2. Project Operation. The Project shall be operated to achieve the maximum water storage and withdrawal benefits for Project Participants consistent with avoiding, mitigating or eliminating, to the greatest extent practicable, significant adverse impacts resulting from the Project. To that end, the Project shall be operated in accordance with the Statement of Principles and the following Project Objectives and the Minimum Operating Criteria:

a. Project Objectives. Consistent with the Project Description, the Project Participants will make a good faith effort to meet the following objectives, which may or may not be met:

(1) The Parties should operate their projects in such manner as to maintain and, when possible, enhance the quality of groundwater within the Project Site and the Kern Fan Area, as shown at Exhibit C.

(2) If supplies of acceptable recharge water exceed recharge capacity, all other things being equal, recharge priority should be given to the purest or best quality water.

(3) Each project within the Kern Fan Area should be operated with the objective that the average concentration of total dissolved salts in the recovered water will exceed the average concentration of total dissolved salts in the recharged water, at a minimum, by a percentage equal to or greater than the percentage of surface recharge losses. The average shall be calculated from the start of each Project.

(4) To maintain or improve groundwater quality, recovery operations should extract poorer quality groundwater where practicable. Blending may be used to increase

extraction of lesser quality groundwater unless doing so will exacerbate problems by generating unfavorable movement of lesser quality groundwater. It is recognized that the extent to which blending can help to resolve groundwater quality problems is limited by regulatory agency rules regarding discharges into conveyance systems used for municipal supplies, which may be changed from time to time.

(5) All groundwater pumpers should attempt to control the migration of poor quality water. Extensive monitoring will be used to identify the migration of poor quality water and give advance notice of developing problems. Problem areas may be dealt with by actions including, but not limited to:

(a) limiting or terminating extractions that tend to draw lesser quality water toward or into the usable water areas:

(b) increasing extractions in areas that might generate a beneficial reverse gradient:

(c) increasing recharge within the usable water area to promote favorable groundwater gradients.

(6) It is intended that all recovery of recharged water be subject to the so-called "golden rule." In the context of a banking project, the "golden rule" means that, unless acceptable mitigation is provided, the banker may not operate so as to create conditions that are worse than would have prevailed absent the project giving due recognition to the benefits that may result from the project, all as more fully described at paragraph 2(b)12 below.

(7) The Project should be developed and operated so as to prevent, eliminate or mitigate significant adverse impacts. Thus, the Project shall incorporate mitigation measures as necessary. Mitigation measures to prevent significant adverse impacts from occurring include but are not limited to the following: (i) spread out recovery area; (ii) provide

buffer areas between recovery wells and neighboring overlying users; (iii) limit the monthly, seasonal, and/or annual recovery rate; (iv) provide sufficient recovery wells to allow rotation of recovery wells or the use of alternate wells; (v) provide adequate well spacing; (vi) adjust pumping rates or terminate pumping to reduce impacts, if necessary; (vii) impose time restrictions between recharge and extraction to allow for downward percolation of water to the aquifer; and (viii) provide recharge of water that would otherwise not recharge the Kern Fan Basin. Mitigation measures that compensate for unavoidable adverse impacts include but are not limited to the following: (i) with the consent of the affected overlying user, lower the pump bowls or deepen wells as necessary to restore groundwater extraction capability to such overlying user; (ii) with the consent of the affected overlying user, provide alternative water supplies to such overlying user; and (iii) with the consent of the affected overlying user, provide financial compensation to such overlying user.

b. Minimum Operating Criteria.

(1) The Monitoring Committee shall be notified prior to the recharge of potentially unacceptable water, such as "produced water" from oilfield operations, reclaimed water, or the like. The Monitoring Committee shall review the proposed recharge and make recommendations respecting the same as it deems appropriate. Where approval by the Regional Water Quality Control Board is required, the issuance of such approval by said Board shall satisfy this requirement.

(2) Recharge may not occur in, on or near contaminated areas, nor may anyone spread in, on or near an adjoining area if the effect will be to mound water near enough to the contaminated area that the contaminants will be picked up and carried into the uncontaminated groundwater supply. When contaminated areas are identified within or adjacent to the Project, the KWBA and the Project Participants shall also:

(a) participate with other groundwater pumpers to investigate the source of the contamination;

(b) work with appropriate authorities to ensure that the entity or individual, if any, responsible for the contamination meets its responsibilities to remove the contamination and thereby return the Project Site to its full recharge and storage capacity;

(c) operate the Project in cooperation with other groundwater pumpers to attempt to eliminate the migration of contaminated water toward or into usable water quality areas.

(3) Operators of projects within the Kern Fan Area will avoid operating recharge projects in a fashion so as to significantly diminish the natural, normal and unavoidable recharge of water native to the Kern Fan Area as it existed in a pre-project condition. If and to the extent this occurs as determined by the Monitoring Committee, the parties will cooperate to provide equivalent recharge capacity to offset such impact.

(4) The mitigation credit for fallowed Project land shall be .3 acre-feet per acre per year times the amount of fallowed land included in the Project Site in the year of calculation (which for the present approximately 19,890 acre Project Site is 5,967 acre-feet per year).

(5) The lands described in Exhibit A (19,883 acres) may be utilized for any purpose consistent with the Statement of Principles, by the KWBA provided, however, the use of said property shall not cause or contribute to overdraft of the groundwater basin. In this connection, any consumptive use of water on the Property which exceeds .3 acre-feet per acre (i.e., the mitigation credit) on a acre by acre basis shall be provided from supplemental sources that do not create or contribute to overdraft.

(6) Each device proposed to measure recharge water to be subsequently recovered and/or recovery of such water will be initially evaluated and periodically reviewed by the Monitoring Committee. Each measuring device shall be properly installed, calibrated, rated, monitored and maintained by and at the expense of the owner of the measuring device.

(7) It shall be the responsibility of the user to insure that all measuring devices are accurate and that the measurements are provided to the Monitoring Committee at the time and in the manner required by the Monitoring Committee.

(8) A producer's flow deposited into another facility, such as a transportation canal, shall be measured into such facility by the operator thereof and the measurement reported to the Monitoring Committee at the time and in the manner required by such Monitoring Committee.

(9) The Monitoring Committee or its designee will maintain official records of recharge and recovery activities, which records shall be open and available to the public. The Monitoring Committee will have the right to verify the accuracy of reported information by inspection, observation or access to user records (i.e., P.G.&E. bills). The Monitoring Committee will publish or cause to be published annual reports of operations.

(10) Losses shall be assessed as follows:

(a) Surface recharge losses shall be fixed and assessed at a rate of 6% of water diverted for recharge.

(b) To account for all other actual or potential losses (including migration losses), a rate of 4% of water placed in a bank account shall be deducted to the extent that the Project Participant has been compensated within three (3) years following the end of the calendar year in which the water was banked at the SWP Delta Water Rate charged by DWR at

the time of payment: provided further, however, that the water purchased and subtracted from a groundwater bank account pursuant to this provision shall only be used for overdraft correction.

(c) An additional 5% loss shall be assessed against any water diverted to the Project Site for banking by, for, or on behalf of any out-of-County person, entity or organization and/or against any banked water sold or transferred to any out-of-County person, entity or organization (except current SWP Ag Contractors).

(d) All losses provided for herein represent amounts of water that are non-bankable and non-recoverable by Project Participants.

(11) Recovery of banked water shall be from the Project Site and recovery facilities shall be located therein. Recovery from outside the Project Site may be allowed with the consent of the District or entity having jurisdiction over the area from which the recovery will occur and upon review by the Monitoring Committee.

(12) Recovery of banked water may not be allowed if not otherwise mitigated if it will result in significant adverse impacts to surrounding overlying users. "Adverse impacts" will be evaluated using data applicable in zones including the area which may be affected by the Project of approximately five miles in width from the boundaries of the Project as designated by the Monitoring Committee. In determining "adverse impacts," as provided at this paragraph and elsewhere in this MOU, consideration will be given to the benefits accrued over time during operation of the Project to landowners surrounding the Project Site including higher groundwater levels as a result of operation of the Project. In determining non-Project conditions vs Project conditions, credit toward mitigation of any otherwise adverse impacts shall be recognized to the extent of the 4% loss and 5% loss recognized under paragraphs 2.b.(10) (b) and (c), for the mitigation credit recognized under paragraph 2.b.(4), if any, and to the extent of recharge on the Project Site for overdraft correction.

(13) To the extent that interference, other than insignificant interference, with the pumping lift of any existing active well as compared to non-Project conditions, is attributable to pumping of any wells on the Project Site, KWBA will either stop pumping as necessary to mitigate the interference or compensate the owner for such interference, or any combination thereof. The Monitoring Committee will establish the criteria necessary to determine if well interference, other than insignificant interference, is attributable to pumping of Project wells by conducting pumping tests of Project wells following the installation of monitoring wells (if not already completed) and considering hydrogeologic information.

(14) The Kern Fan Element Groundwater Model, with input from the Project Participants and Adjoining Entities, and utilizing data from a comprehensive groundwater monitoring program, may be used by the Monitoring Committee as appropriate to estimate groundwater impacts of the Project.

3. Project Monitoring. Adjoining Entities agree to participate in a comprehensive monitoring program and as members of a Monitoring Committee, as hereinafter more particularly described, in order to reasonably determine groundwater level and water quality information under Project and non-Project conditions. The monitoring program will more particularly require the following:

a. Monitoring Committee. A Monitoring Committee shall be established, comprised of one representative of each of the Adjoining Entities (initially 5) and one representative of each of the Project Participants (initially 6). The Committee shall:

(1) Engage the services of a suitable independent professional groundwater specialist who shall, at the direction of the Committee, provide assistance in the performance of the tasks identified below;

(2) Meet and confer monthly or at other intervals deemed to be appropriate in furtherance of the monitoring program:

(3) Establish a groundwater evaluation methodology or methodologies:

(4) Prepare a monitoring plan and two associated maps, "Well Location, Water Quality Network," and "Well Location, Water Level Network," which plan and maps depict the location and types of wells anticipated to be used in the initial phase of groundwater monitoring (said plan and maps are expected to be modified from time to time as the monitoring program is developed and operated):

(5) Specify such additional monitoring wells and ancillary equipment as are deemed to be necessary or desirable for the purposes hereof:

(6) Prepare annual water balance studies and other interpretive studies, which will designate all sources of water and the use thereof within the study area;

(7) Develop criteria for determining whether excessive mounding or withdrawal is occurring or is likely to occur in an area of interest:

(8) Annually or as otherwise needed determine the impacts of the Project on each of the Adjoining Entities by evaluating with and without Project conditions; and

(9) Develop procedures, review data, and recommend Project operational criteria for the purpose of identifying, verifying, avoiding, eliminating or mitigating, to the extent practicable, the creation of significant imbalances or significant adverse impacts.

b. Collection and Sharing of Data. The Adjoining Entities will make available to the Monitoring Committee copies of all relevant groundwater level, groundwater quality, and other monitoring data currently collected and prepared by each. KWBA shall annually report, by areas of interest, water deliveries for banking and other purposes and groundwater withdrawals.

c. Monitoring Costs.

(1) The cost of constructing monitoring wells and ancillary equipment, as identified in Exhibit B, shall be borne by Project Participants. The cost of any additional monitoring wells and ancillary equipment shall be borne as may be determined by separate agreement of the Project Participants and Adjoining Entities.

(2) Each of the parties shall be responsible for the personnel costs of its representative on the Monitoring Committee. In addition, the Adjoining Entities shall be responsible for all costs of monitoring operations and facilities within their respective boundaries and the Project Participants shall be responsible for all costs of monitoring operations and facilities within the Project Site.

(3) All other groundwater monitoring costs, including employment of the professional groundwater specialist, collection, evaluation and analyses of data as adopted by the Monitoring Committee, shall be allocated among and borne by the parties as follows: Project Participants = 50%; Adjoining Entities = 50%. Cost sharing among Project Participants shall be as agreed by them. Cost sharing among Adjoining Entities shall be as agreed by them. Any additional monitoring costs shall be determined and allocated by separate agreement of those parties requesting such additional monitoring.

(4) It is intended that one Monitoring Committee shall deal with all projects operating within the Kern Fan Area. If, as and when existing or additional projects are brought within the purview of the Monitoring Committee, the participants in said projects and the adjoining entities for said projects may join the Monitoring Committee and, upon doing so, shall share in the costs of monitoring operations on the same basis as provided herein for the original parties.

4. Modification of Project Operations. The Monitoring Committee may make recommendations to the KWBA and Project Participants, including without limitation recommendations for modifications in Project operations based upon evaluation(s) of data which indicate that excessive mounding or withdrawal is occurring or is likely to occur in an area of interest. The Monitoring Committee and its members shall not act in an arbitrary, capricious or unreasonable manner.

5. Dispute Resolution.

a. Submission to Monitoring Committee. All disputes regarding the operation of the Project or the application of this agreement, or any provision hereof, shall first be submitted to the Monitoring Committee for review and analysis. The Monitoring Committee shall meet and review all relevant data and facts regarding the dispute and, if possible, recommend a fair and equitable resolution of the dispute. The Monitoring Committee and its members shall not act in an arbitrary, capricious or unreasonable manner. In the event that (1) the Monitoring Committee fails to act as herein provided, (2) any party disputes the Monitoring Committee's recommended resolution or (3) any party fails to implement the Monitoring Committee's recommended resolution within the time allowed, any party to this agreement may seek any legal or equitable remedy available as hereinafter provided.

b. Arbitration. If all of the parties agree that a factual dispute exists regarding any recommendation of the Monitoring Committee made pursuant hereto, or implementation thereof, such dispute shall be submitted to binding arbitration before a single neutral arbitrator appointed by unanimous consent and, in the absence of such consent, appointed by the presiding judge of the Kern County Superior Court. The neutral arbitrator shall be a registered civil engineer, preferably with a background in groundwater hydrology. The arbitration shall be called and conducted in accordance with such rules as the contestants shall agree upon, and, in the

absence of such agreement, in accordance with the procedures set forth in California Code of Civil Procedure section 1282, et seq. Any other dispute may be pursued through a court of competent jurisdiction as otherwise provided by law.

c. Burden of Proof. In the event of arbitration or litigation under this Agreement, all parties shall enjoy the benefit of such presumptions as are provided by law but, in the absence thereof, neither party shall bear the burden of proof on any contested legal or factual issue.

d. Landowner Remedies. Nothing in this agreement shall prevent any landowner within the boundaries of any party from pursuing any remedy at law or in equity in the event such landowner is damaged as a result of projects within the Kern Fan Area.

6. Term. This agreement shall commence on the day and year first above written and shall continue in force and effect until terminated by (1) operation of law, (2) unanimous consent of the parties, or (3) abandonment of the Project and a determination by the Monitoring Committee that all adverse impacts have been fully eliminated or mitigated as provided in this agreement.

7. Complete Agreement/Incorporation Into Banking Agreements. This agreement constitutes the whole and complete agreement of the parties regarding Project operation, maintenance and monitoring. Project Participants shall incorporate this agreement by reference into any further agreement they enter into respecting banking of water in or withdrawal of water from the Project Site.

8. Future Projects. With respect to any future project within the Kern Fan Area, the Parties hereto shall use good faith efforts to negotiate an agreement substantially similar in substance to this MOU.

9. Notice Clause. All notices required by this agreement shall be sent via first class United States mail to the following and shall be deemed delivered three days after deposited in the mail:

Project Participants

Dale Melville
Dudley Ridge Water District
286 W. Cromwell Avenue
Fresno, California 93711-6162

William Taube
Wheeler Ridge-Maricopa
Water Storage District
P.O. Box 9429
Bakersfield, CA 93389-9429

Tom Clark
Kern County Water Agency
P.O. Box 58
Bakersfield, California 93312

Bill Phillimore
Westside Mutual Water Company
33141 Lerdo Highway
Bakersfield, California 93302-0058

Will Boschman
Semitropic Water District
P.O. Box Z
Wasco, California 93280

Dennis Mullins
Tejon-Castac Water District
P.O. Box 1000
Lebec, CA 93243

Bill Phillimore, Chairman
Kern County Water Bank Authority
c/o YOUNG WOOLDRIDGE
1800 - 30th Street, Fourth Floor
Bakersfield, CA 93301

Adjoining Entities

Martin N. Milobar
Buena Vista Water Storage District
P.O. Box 756
Buttonwillow, CA 93206

Hal Crossley
Rosedale-Rio Bravo
Water Storage District
P.O. Box 867
Bakersfield, CA 93302-0867

L. Mark Mulkay
Kern Delta Water District
501 Taft Highway
Bakersfield, CA 93307

Joe Lutje
Henry Miller Water District
P.O. Box 9759
Bakersfield, CA 93389

Jerry Pearson
West Kern Water District
P.O. Box MM
Taft, CA 93268-0024

Notice of changes in the representative or address of a Party shall be given in the same manner.

10. California Law Clause. All provisions of this agreement and all rights and obligations of the parties hereto shall be interpreted and construed according to the laws of the State of California.

11. Amendments. This agreement may be amended by written instrument executed by all of the parties. In addition, recognizing that the parties may not now be able to contemplate all the implications of the Project, the parties agree that on the tenth anniversary of implementation of the Project, if facts and conditions not envisioned at the time of entering into this agreement are present, the parties will negotiate in good faith amendments to this agreement. If the parties cannot agree on whether conditions have changed necessitating an amendment and/or upon appropriate amendments to the agreement, such limited issues shall be submitted to an arbitrator or court, as the case may be, as provided above.

12. Successors and Assigns. This agreement shall bind and inure to the benefit of the successors and assigns of the parties.

13. Severability. The rights and privileges set forth in this agreement are severable and the failure or invalidity of any particular provision of this agreement shall not invalidate the other provisions of this agreement; rather all other provisions of this agreement shall continue and remain in full force and effect notwithstanding such partial failure or invalidity.

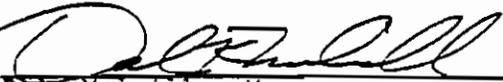
14. Force Majeure. All obligations of the parties shall be suspended for so long as and to the extent the performance thereof is prevented, directly or indirectly, by earthquakes, fires, tornadoes, facility failures, floods, drownings, strikes, other casualties, acts of God, orders of court or governmental agencies having competent jurisdiction, or other events or causes beyond the control of the parties. In no event shall any liability accrue against a party, or its

officers, agents or employees, for any damage arising out of or connected with a suspension of performance pursuant to this paragraph.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written at Bakersfield, California.

PROJECT PARTICIPANTS

DUDLEY RIDGE WATER DISTRICT

BY: 
Dale Melville, Manager

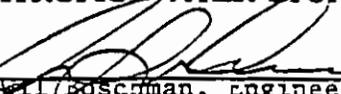
BY: _____

WHEELER RIDGE-MARICOPA
WATER STORAGE DISTRICT

BY: 
William Taube, Engineer/Manager

BY: _____

SEMITROPIC WATER STORAGE DISTRICT

BY: 
Bill Boschman, Engineer/Manager

BY: _____

KERN COUNTY WATER AGENCY

BY: 
Adrienne J. Mathews, President

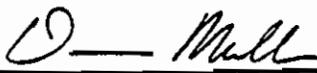
BY: October 26, 1995

WESTSIDE MUTUAL WATER COMPANY

BY: 
Bill Phillimore, Executive
Vice-President

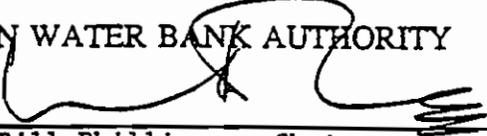
BY: _____

TEJON-CASTAC WATER DISTRICT

BY: 
Dennis Mullins, President

BY: _____

KERN WATER BANK AUTHORITY

BY: 
Bill Phillimore, Chairman

BY: _____

ADJOINING ENTITIES

BUENA VISTA WATER STORAGE DISTRICT WEST KERN WATER DISTRICT

BY: *Martin Milobar*
Martin Milobar, Engineer-Manager

BY: *Bob G. Bledsoe*
Bob G. Bledsoe, President

BY: _____

BY: _____

ROSEDALE RIO BRAVO WATER STORAGE DISTRICT

KERN DELTA WATER DISTRICT

BY: *Hal Crossley*
Hal Crossley, Manager

BY: *L. Mark Milkay*
L. Mark Milkay, Engineer-Manager

BY: _____

BY: _____

HENRY MILLER WATER DISTRICT

BY: *Joe Lutje*
Joe Lutje, Manager

BY: _____

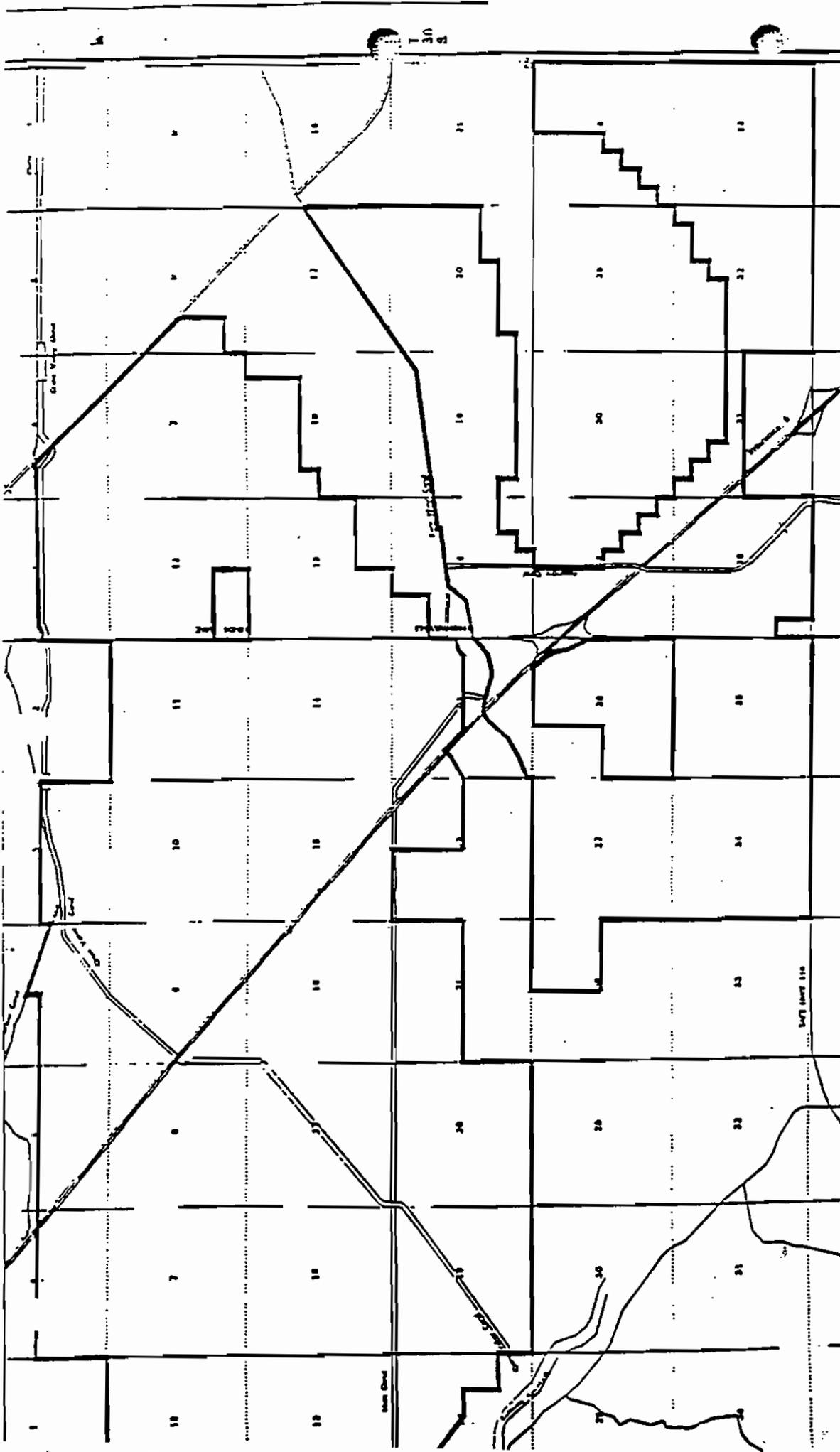


EXHIBIT A

Kern Water Bank Project Site

PROJECT DESCRIPTION

Purposes

The primary water management objective of the Kern Water Bank (KWB) is to enhance water supplies for SWP contractors and entities in Kern County. Water would be stored in aquifers during times of surplus and either recovered during times of shortage or remain in the ground to assist with overdraft correction.

Sources of Water

It is anticipated that water from numerous sources will be recharged on the property in cooperation with the water rights holders and the approval of the necessary authorities. Such sources include: the Kern River, Friant-Kern, SWP, CVP, flood water and other sources that may be available from time to time.

Facilities

To achieve its water management objectives, the KWB will require the construction of recharge ponds, water conveyance facilities, and water wells. The ponds will be created by constructing low levees along contours. The ponds bottoms would be left, as far as possible, in their natural condition. The habitat surrounding and between ponds may be modified and enhanced depending on the outcome of negotiations with resources agencies and other habitat management objectives.

Of the 19,883 acres that presently constitute the Kern Water Bank property, approximately 5,000 acres are proposed for routine recharge, although, during high flow conditions, additional acreage may be utilized which would also serve to prevent flooding elsewhere in the Valley. In the wettest of years, it is hoped that close to a million acre feet can be recharged on the property. The ponds would be formed by constructing approximately 35 miles of levees with a maximum height of 3 feet.

It is proposed that water would be conveyed to and from the property using available capacity in any of the canals and conveyance facilities that may serve the property including: the Cross Valley Canal, the Friant Kern Canal, the California Aqueduct, the Pioneer Canal, the River Canal, the Kern River, Buena Vista's Main Canal and the Alejandro Canal. In each case the permission of the relevant authority will be sought for the use of each facility. It is also proposed to build a new canal that would link the River Canal to the California Aqueduct and would convey water to and from the property. Additionally, it is proposed that a diversion and conveyance facility be constructed that would divert water from the Kern River to the eastern end of the property. Such a conveyance facility would probably cross the north Pioneer property and, as such, is subject to approval from the KCWA and the City of Bakersfield.

Fifty-seven water wells currently exist on the property. Another 43 may be added before the project is complete to provide adequate recovery capacity and the necessary operational flexibility to avoid or minimize adverse impacts. Once build out of the recovery facilities is complete, the

recovery capacity will be maintained by constructing new wells to replace the capacity of older wells as they fail. New wells shall be placed no closer than one third mile from any functioning wells off the property. Wells on the property shall be located and operated so as to prevent significant non-mitigable adverse impacts to neighboring land owners.

Operation

The project shall be managed by the Kern Water Bank Authority. Day-to-day operation of the project may be contracted to other parties. Operation of the project shall be coordinated with adjoining projects.

APPENDIX C

**Memorandum of Understanding
Regarding
Principles Governing Implementation of
the Pioneer Project
(December 1995**

STATEMENT of PRINCIPLES
Governing Implementation of the Pioneer Project

December 1995

The Kern County Water Agency ("KCWA" herein) and those member units of KCWA who wish to participate in the Pioneer Project ("Project") as evidenced by their signatures hereto, agree to the following Statement of Principles which will form the basis for a final written agreement to be entered subject to paragraph 13.

1. Participation in the Project shall be determined according to each individual entities' choice of either recharge capacity for overdraft correction as a first priority, or recovery capacity as a first priority. Participants who choose recharge for overdraft correction as a first priority are herein referred to as "Recharge Priority Participants." Participants who choose recovery capacity as a first priority are herein referred to as "Recovery Priority Participants." It is recognized that Recharge Priority Participants may also bank and recover water and that Recovery Priority Participants may also recharge water for overdraft correction, all as hereinafter provided.
2. Recharge Priority Participants shall prepare a plan to be coordinated with the Recovery Priority Participants' plan, to provide for full development of the recharge capacity on the Pioneer Project. Recharge Priority Participants will finance and construct recharge facilities on the Pioneer property and in return, receive a first priority use of recharge facilities for overdraft correction purposes. There will be a three to five year build up period during which Recharge Priority Participants should construct and finance recharge facilities consistent with the coordinated plan. The plan for recharge facilities will incorporate the following:
 - A. The water sources that qualify for a first priority are any waters spread by Recharge Priority Participants for the purpose of overdraft correction. An overdraft correction account shall be maintained for each Recharge Priority Participant.
 - B. Any other supplies, on a second priority, will equally share available recharge capacity at 50% for Recharge Priority Participants to create a recoverable bank account and 50% for Recovery Priority Participants. Each participant may use another's unused recharge capacity, thus ensuring that the maximum use of recharge capacity occurs on a daily basis.
 - C. Any KCWA rights to recharge water on or in the City of Bakersfield's 2800-acre spreading area and/or the properties owned by Castle & Cooke that KCWA has a right to use shall be shared 35% by Recharge Priority Participants and 65% by Recovery Priority Participants.
 - D. KCWA and participants shall agree on recharge operation and maintenance requirements (including scheduling, budgeting and KCWA staff costs) and develop cost allocation procedures for operation and maintenance including credits for "in-kind" services. Costs shall be uniformly applied on a unit user fee basis to both Recharge Priority Participants and Recovery Priority Participants.
3. Recovery Priority Participants shall prepare a plan, to be coordinated with the Recharge Priority Participants' plan, to provide for full development of the recovery facilities on the Pioneer Project. Recovery Priority Participants, through KCWA, will finance and construct recovery facilities on the Pioneer property and, in return, receive a first priority use of recovery facilities to supply water for use

within their respective boundaries directly or by exchange. The plan for recovery facilities will provide for the following:

- A. Operation and maintenance requirements and related costs (including budgeting, KCWA staffing costs and in-kind services).
- B. Repayment of costs and financing of new wells, possibly with a user charge on the use of existing KCWA wells and new wells. The user charge would be sufficient to repay, as a minimum, the variable and fixed operation, and maintenance costs of existing wells (as designated by KCWA and participants) as well as provide funding for new well construction. This charge would apply to the following KCWA wells:
 - 1) Four wells along the Cross Valley Canal constructed in 1991 (subject to a long-term agreement with CVC participants).
 - 2) Nine wells located in the City of Bakersfield's 2800-acre spreading area (five wells constructed by KCWA in 1986 and four wells constructed in 1991).
 - 3) Six wells located on KCWA's Pioneer property (would become seven if the exchange with Castle & Cooke is completed).
 - 4) New wells.
 - 5) Existing agricultural wells owned by Castle & Cooke Homes Inc. that KCWA has rights to use.
- C. Principles and procedures for apportioning recovery facilities costs among the various categories of Project participants and users, with specific recognition of district participants in the 1991 Groundwater Recovery Project.
- D. Six new wells to be paid for by Berrenda Mesa Project participants would be located on Pioneer property. The user charge noted above would not apply to these wells; rather the user fee established by the Berrenda Mesa Project participants shall apply.
- E. Recognition of KCWA commitments to Improvement District No. 4 regarding use of four new well sites on the City of Bakersfield's 2800-acre spreading area and deliveries to meet the minimum water needs of the citizens in ID4. These commitments are described in Appendix 1 attached to these Principles. An estimate of the need by ID4 for KCWA wells is shown in Table 1, attached to these Principles as Appendix 2.
- F. Recharge Priority Participants shall have a second priority use of either existing wells or new wells constructed by Recovery Priority Participants.
- G. Recovery Priority Participants shall first recover water from their own groundwater bank accounts within the Kern Fan Area and, when such accounts are depleted, may borrow water from the overdraft correction accounts of one or more Recharge Priority Participants. Any water borrowed from the overdraft correction account of a Recharge Priority Participant shall be replaced by the Recovery Priority Participant at mutually agreeable times and flow rates.

The Recovery Priority Participant borrowing from an overdraft correction account and all affected Recharge Priority Participants shall cooperate with one another, in good faith, to enable the return of borrowed water to occur within a five (5) year period. Further, the Recovery

Priority Participant borrowing from an overdraft correction account and all affected Recharge Priority Participants shall cooperate with one another, in good faith, to enable the return of borrowed water to occur, to the greatest extent practicable, within the boundaries of the affected Recharge Priority Participant. Recharge Priority Participants may accept additional quantities of water within their boundaries delivered by Recovery Priority Participants for the purposes of supplementing the groundwater bank accounts established by such Recovery Priority Participants.

Water to be returned to Recharge Priority Participants via direct recharge shall include an additional six percent for evaporation and miscellaneous losses. Water to be returned via surface deliveries within the boundaries of the Recharge Priority Participant will not be subject to the six percent evaporation and miscellaneous loss.

4. Upon completion of each plan, any participant therein dissatisfied therewith may withdraw from the Project. A withdrawing participant will incur no penalty for such withdrawal, will not be liable for any Project costs incurred after the date of withdrawal, and will not be entitled to any refund of monies paid prior to the date of withdrawal. Remaining Recharge Priority Participants are responsible for building recharge facilities and remaining Recovery Priority Participants are responsible for building recovery facilities, all in accordance with their respective plans. Facilities will be built out over time pursuant to the particular plan. However, if any facilities are not constructed as called for in the approved plan, then any participant may construct the same at such participant's cost and expense. A participant who proposes to construct facilities pursuant to this paragraph must offer all other participants an opportunity to share in the Project prior to the commencement of construction. All participants sharing in the Project shall be entitled to first priority use of the facility so constructed until such time as any disproportionate share of the cost of construction advanced by such participants has been reimbursed.
5. The initial costs for existing recharge facilities, recovery facilities on the Pioneer Property and land will not be recovered from member unit Project participants. The Project, including recharge and recovery facilities, will be Agency-owned facilities that shall be used by Project Participants who plan, finance, and construct Project facilities as agreed herein. This approach preserves the Project for its intended purpose of replenishing water shortages within the county for future generations.
6. The primary purpose of the Pioneer Project is to diminish water shortages within participants' respective boundaries through use of Project facilities for participants' banking and overdraft correction. A secondary purpose of the Pioneer Project is use of the facilities by out-of-Agency interests or non-member unit interests. Such interests may use facilities which have been reserved for KCWA use as provided for in paragraph 8 at not less than full cost or may use non reserved Project facilities with the approval of KCWA and the Project Participants at not less than full cost. Any out-of-Agency or non-member unit programs (including land lease revenues) on the Pioneer Project shall benefit all participants for the primary purpose of reimbursing the capital outlays made by KCWA and all participants for the purchase of the property and the construction of facilities in the following order: first, to reimburse KCWA 75% of its "land costs" (\$ 11,380,000), amounting to \$8,535,000; second, to reimburse KCWA and all Project participants the principal amount of all capital outlays, exclusive of land costs, on a pro-rata basis including, in order, (1) all costs incurred after January 1, 1995 and (2) costs incurred prior to January 1, 1995; third, to reimburse the KCWA the remaining 25% of its land costs; and, fourth, to reduce all participants' operation and maintenance expenses in proportion to use as determined by participants and KCWA. After covering operations and improvement expenses, all Project revenues shall belong to KCWA to be used at the discretion of the KCWA Board of Directors.

7. Pioneer Project operations shall be governed by principles substantially similar in substance to those outlined in the Memorandum of Understanding developed for the Kern Water Bank (a copy of which is attached hereto, marked Appendix 3 and incorporated herein by this reference), including the following:
 - A. The loss formula shall be as per the MOU, or 6% for evaporation and miscellaneous losses and 4% for migration. Banking by participants will be assessed the 4% migration loss which may be purchased by overlying users within a three-year period, and any unpurchased amounts will be retained within their account and thus be recoverable by the banking entity. Out-of-Agency activities will be assessed an additional 5% loss which will be dedicated to the groundwater basin to offset overdraft.
 - B. Subject to the review and approval of the Monitoring Committee, bank accounts may be transferred for recovery purposes to wells other than Pioneer Project wells including, to the extent possible, the City of Bakersfield's 2800-acre spreading area, the Berrenda Mesa Project, the Rosedale-Rio Bravo Water Storage District spreading areas, and the Kern Water Bank, to provide flexibility in banking and extraction operations, thus minimizing potential groundwater impacts. Similarly, Pioneer Project wells may be used for recovery from accounts recharged at other project locations including but not limited to the City of Bakersfield's 2800 acre spreading area, the Berrenda Mesa Project, the Kern Water Bank, and the Kern River Channel, such recovery also being subject to the review and approval of the Monitoring Committee. Separate accounts will be maintained for water stored in the Pioneer Project as well as other projects, including the Berrenda Mesa Project, the City of Bakersfield's 2800 acre spreading area, and water spread in the Kern River Channel (which includes water banked in the Kern River Channel within ID4 when capacity is not being used by others).
 - C. Participants will be represented on the Monitoring Committee but, assuming that the Kern Water Bank Monitoring Committee will be expanded to cover other projects such as the Pioneer Project, those already participating under the Kern Water Bank will represent their interests for both projects and not require a second representative for the Pioneer Project in order to maintain a reasonable committee size.
 - D. No participant may claim normal, natural and unavoidable losses of native waters as part of its groundwater bank account.
 - E. Production of the original five KCWA wells on the City of Bakersfield's 2800 acre spreading area will not be limited except as provided by the Monitoring Committee.
8. In recognition of KCWA's ownership of the Pioneer property, 25% of any and all Project facilities now existing or hereafter constructed by participants within the City of Bakersfield's 2800 acre spreading area (exclusive of ID4 wells referred to in paragraph 3. E.), the Pioneer property, the Castle & Cooke lands, etc., shall be available to the KCWA for KCWA use as determined by the KCWA Board of Directors and no capital repayment costs shall be paid by KCWA for use of its 25% share of the spreading and recovery facilities ("KCWA Reserved Rights"). KCWA may only exercise the recharge portion of the KCWA Reserved Rights to the exclusion of Recharge Priority Participants seeking to recharge for overdraft correction if and to the extent that KCWA recharge is for the purpose of reducing overdraft by or on behalf of persons, entities or organizations overlying the groundwater basin.

9. The term of the final agreement shall be to and including December 31, 2035. At the end of said term the Pioneer Project, as defined by these principles, will terminate and the ownership of all facilities shall remain with the KCWA. Member units will have ten years thereafter to withdraw water from Pioneer accounts.
10. Allocation of capacity during times when demand for facility capacity exceeds available capacity shall be as follows:
 - A. Allocation of recharge and recovery capacity among Recharge Priority Participants shall be as determined by participating KCWA member units selecting the recharge priority.
 - B. Allocation of recharge capacity among Recovery Priority Participants shall be as determined by participating KCWA member units selecting the recovery priority.
 - C. Allocation of recovery capacity among Recovery Priority Participants shall be as determined by participating KCWA member units selecting the recovery priority, except as to the Agency's commitment to meet minimum treatment plant needs as provided herein.
 - D. Allocation of KCWA Reserved Rights shall be as determined by the KCWA Board of Directors, except as otherwise provided herein.
11. Costs not directly related to recharge and/or recovery operations, such as CEQA and ESA compliance, land management, monitoring, and Project development costs, shall be allocated via a uniform fee applicable to all participants chargeable as part of the general fee structure for recharge and/or recovery activities. Each participant signatory hereto shall pay to KCWA a non-refundable deposit of \$2,000.00 to be used by KCWA to offset such costs.
12. The Agency and participants acknowledge that in order for the Project to meet its primary purpose of diminishing water shortages within participant's respective boundaries, reliable access to the Cross Valley Canal, or other such delivery facilities or programs, will need to be established. The Agency and participants will endeavor to cooperate to work toward development of agreements and any other necessary actions to provide conveyance access to and from the Project.
13. This document is a Statement of Principles. The parties hereto shall promptly undertake to negotiate, prepare and execute, after compliance with all applicable laws, a formal contract for the construction, operation, maintenance and replacement of facilities for the Pioneer Project. The contract shall contain provisions consistent with the Statement of Principles unless the parties otherwise agree.

STATEMENT OF PRINCIPLES

Governing Implementation of the Pioneer Project
(Signatories)

IN WITNESS WHEREOF the parties have executed this document the date first above written.

OWNER:

Kern County Water Agency

Signature

Title

Date

PARTICIPANTS:

Belridge Water Storage District

Signature

Title

Priority

Date

Berrenda Mesa Water District

Signature

Title

Priority

Date

STATEMENT OF PRINCIPLES

Governing Implementation of the Pioneer Project
(Signatories)

Buena Vista Water Storage District

Signature

Title

Priority

Date

Henry Miller Water District

Signature

Title

Priority

Date

Kern Delta Water District

Signature

Title

Priority

Date

Cawelo Water District

Signature

Title

Priority

Date

Improvement District No. 4

Signature

Title

Priority

Date

Lost Hills Water District

Signature

Title

Priority

Date

STATEMENT OF PRINCIPLES

Governing Implementation of the Pioneer Project
(Signatories)

Rosedale Rio Bravo WSD

Signature

Title

Priority

Date

Tehachapi Cummings County WD

Signature

Title

Priority

Date

West Kern Water District

Signature

Title

Priority

Date

Semitropic Improvement District

Signature

Title

Priority

Date

Tejon Castac Water District

Signature

Title

Priority

Date

Wheeler Ridge Maricopa WSD

Signature

Title

Priority

Date

**Appendix 1
to Statement of Principles
Governing Implementing
the Pioneer Project.**

TO: Local Monterey Negotiators
FROM: Bill Miller and Tom Clark
DATE: March 30, 1995
SUBJECT: Consideration to ID4 for Restriction on Use of AG Trust Fund Moneys to AG Member Units Only

The four remaining Agency well sites located in the City's 2,800 Acres will be dedicated to ID4 for its use on a priority basis. It is understood ID4 will pay the cost to construct the four wells and appurtenant pipelines to convey water to the CVC. Second priority use by other Member Units of the four wells will be subject to normal capital and operational cost reimbursement.

The Agency agrees that a first priority will be given to ID4 from the Agency's 2,800 Acres and/or Pioneer Projects of ID4's existing or expanded treatment plant to ensure deliveries to meet the minimum water needs of the citizens of ID4. Capacity for an expanded plant shall be limited to flows necessary on an emergency basis to meet peaking demands of a 38,500 acre-foot plant (existing voter approved ID4 project). The costs to construct wells, pipelines and other facilities to provide ID4 said first priority will be borne by ID4. The first priority will be conditioned upon maximum possible use of wells within ID4 operated by purveyors contracting with the Agency for treated water, pursuit of alternative water supply sources, and promulgation of emergency conservation measures. This first priority will not be used to meet future ID4 demands beyond a 38,500 af plant. Second priority use by other Member Units of these facilities will be subject to normal capital and operational cost reimbursement. The Agency will consider ways to document and provide for the implementation of these provisions.

**Appendix 2
to Statement of Principles
Governing Implementing
the Pioneer Project.**

Table 1

**Estimated Need by Improvement District No. 4
for
Kern County Water Agency Wells
During Drought Years**

	Existing 25,000 af treatment plant (cfs)	Expanded 38,500 af treatment plant (cfs)
1. Estimated peak demand need in summer.	68	102
2. Estimated loss in CVC extension.	15	15
3. Estimated quantity to be provided by:		
a. Purveyor wells	35	35
b. Two existing ID4 wells along CVC	10	10
c. Four ID4 well sites in 2800-Acres	20	20
4. Remaining need with no SWP entitlement	16	52
5. SWP entitlement of 10% delivered during four months	32**	32**
6. Remaining need from KCWA wells during summer months	0	20

*Historic July Average flow

** $(77,000 \times 0.10)/4 = 1925$ af/month or 32 cfs

APPENDIX D

Archeological records search of the KWB property

California
Archaeological
Inventory

Information
Center
Kern
Tulare



Bakersfield College
1801 Panorama Drive
Bakersfield, CA 93311
(805) 395-4391

ARCHAEOLOGICAL RECORDS SEARCH

Project: Record Search for the Dept. of Water Resources

Location: T. _____ R. _____ Sections: _____

U.S.G.S. Quads.: Tupman, Millux, Mouth of Kern, Stevens

Requested by: Department of Water Resources

P. O. Box 388

Sacramento, Calif. 95802 Phone 209-445-5278

Environmental Setting:

Valley Floor Foothills Mountains Desert Other

Previous Studies: There have been five prior investigations on

or within project boundary. (See continuation sheet)

Recorded Archaeological Sites: There are eighteen recorded sites on
or within project boundary. These sites consist of beads, flakes,
handtools, projectile points, bowl fragments, housepits and burials.

Archaeological Sensitivity: High Moderate Low

Reason: High is due to known sites in project boundary. Low is
due to lack of known sites and prior impacts.

The Following Actions Are Recommended:

No additional action is necessary unless cultural materials are located during any construction or development of area.

Whether or not an EIR is required, a field survey is required to determine if any cultural resources are present.

Additional Comments and Recommendations: Known sites and environmental
setting make a survey necessary for this project, plus the study
conducted by Mr. Wallace is more of a literature search rather than
a actual foot survey.

Robert A. Schiffman, Coordinator
South Central Information Center

By: Evelyn Brown
Title: Staff Assistant

Date: 4-9-86

APPENDIX D (cont.)

Continuation Sheet

Millux Quad -

1. Wallace, William 1971 - Archaeological Investigation at Buttonwillow Water Management Project.

Stevens Quad -

1. Schiffman, R. 1976 - Archaeological Survey for the Ten Section Oil Field.
2. Ancient Enterprise 1979 - Archaeological Resources Assessment of the Proposed Alternate Rts. for Gosford Intertie Pipeline.
3. Wallace, William 1971 - See Wallace above.

Tupman Quad -

1. Wallace, William 1979 - See Wallace above.
2. Woodward, J. 1983 - Proposed Capture Pen and Buried Telephone Lines.
3. Ancient Enterprise 1979 - See Ancient Enterprise above.
4. McManus, J. 1985 - Archaeological Survey Report for Proposed Widening Project 06-Ker-119, PM 14.9/19.8 254400.

APPENDIX E

Archeological records search of the Berrenda Mesa property

California
Archaeological
Inventory

Information Center
Kern
Tulare

RECEIVED

SEP 23 1983

Bakersfield College
1801 Panorama Drive
Bakersfield, CA 93305
(805) 395-4391

LEEDSHILL HEREKENHOFF

Survey Recommended

SITE RECORDS SEARCH AND LITERATURE REVIEW

Project: Groundwater Recharge-Extraction Project for Berrenda Mesa Water District.

Location: T. 30S R. 26E Section(s) 3, & 2 County Kern

U.S.G.S. Quads: Stevens 7.5' USGS Topographic map.

Requested by: Philip L. Wagner/Leedshill-Herekenhoff, INC.

1275 Market Street

San Francisco, California 94103 Phone (415) 626-2070

Natural Environment:

Valley Floor Foothills Mountain Desert Other

Historical Modifications:

Agriculture Urban Mining Other Unknown

Ethnographic Groups: Southern Valley Yokuts Group.

Previous Archaeological Studies: None recorded within proposed project area.

Surveys have been recorded adjacent to and within close proximity to the project

Recorded Archaeological Sites: None recorded within project area. Five plus archaeological sites, previously recorded, exist within a three-mile radius of the project boundary.

National Register Properties: None

Prehistoric Complexes: None

Special Research Problems: None

Area Sensitivity: High Moderate Low Unknown

Additional Comments: Project area is situated within similar environmental setting, supportive of aboriginal sites and/or complexes. Archaeological survey is recommended in order to determine the location of any Cultural Resources.

Robert A. Schiffman
Coordinator

By: Jim Uli/Staff Archaeologist

Jim Uli Date: 9/20/83

APPENDIX F

Ground Water Quality Data

1991 Emergency Ground Water Recovery Program
SUMMARY OF WATER QUALITY IN PUMPING WELLS

Date: Feb 5, 1992

Well Location	30S/26E-02P01	29S/27E-32G01	29S/27E-24X01	29S/27E-31J01	30S/26E-05M01	30S/26E-02L01	
Well Name	Berrenda Mesa3	Bartell	Kern River	ID4#1	KCWA-PP#3	BM/KCWA 2	
Flow (cfs)	3.2	5.6	45	6	6	6	
Direction of Flow	W	W	W	W	W	W	
Parameter (mg/L)	Sample Date	910207-2	910207-3	1/2/90	910314-1	910320-6	910326-2
ALUMINUM		0.20	<.1	0.02	<.10	0.42	<.10
ALKALINITY (TOTAL)		82	63				
ARSENIC		<.01	<.01	<.01	<.01	<.01	<.010
BARIUM		<.1	<.1	<.08	0.14	0.10	<.10
BICARBONATE		100	77	81	95	89	85
BORON		0.16	0.21	0.15	0.16	0.28	0.21
CADMIUM		0.001	<.001	<.001	<.001	<.001	<.001
CALCIUM		26	21	20	30	32	22
CARBONATE		1	<.5	<.5	<.5	2	<.5
CHLORIDE		9	20	41	16	23	13
CHROMIUM(HEXAVALENT)		<.01	<.01	<.03	<.01	<.01	<.010
COLOR		5	3	15	<3.0	5.0	5.0
COPPER		<.05	<.05	<.02	<.05	<.05	<.050
CYANIDE				<.006			
FLUORIDE		0.32	0.37	0.90	0.22	0.26	0.30
IRON		0.45	<.10	0.23	<.10	0.11	<.010
LEAD		0.027	<.005	<.005	<.005	<.005	<.005
MAGNESIUM		3.4	5.1	4.4	2.0	1.7	2.4
MANGANESE		0.03	<.030	<.02	<.030	<.030	<.030
MERCURY		<.001	<.001	<.001	<.001	<.001	<.001
MBAS				<.05			
NITRATE		3.8	3.4	6.7	13.0	8.1	8.2
ODOR T.O.N.		1.4	1.4	1.4	1.4	1.4	1.4
POTASSIUM		1.3	1.4				
pH		8.1	7.6	8.3	8.3	8.5	8.6
SELENIUM		<.005	<.005	<.005	<.005	<.005	<.005
SPECIFIC CONDUCTANCE		192	216	205	192	270	205
SILVER		0.01	<.010	<.02	<.010	<.010	<.01
SODIUM		20	22	28	22	26	27
STRONTIUM							
SULFATES		12	17	36	16	13	15
TOTAL DISSOLVED SOLIDS		124.8	140.4	220.0	171.0	188.0	151.0
HARDNESS		80	74	68	82	87	66
TURBIDITY		4.4	0.2	2.6	0.2	2.1	0.3
ZINC		<0.05	<0.05	<.02	0.22	0.17	<.050

Parameter (ug/L)

Chlorinated Hydrocarbons:							
ENDRIN		0.02	<.02	<.0002	<.02	<.02	<.02
LINDANE		0.4	<.4	<.0004	<.4	<.4	<.4
METHOXYCHLOR		<10.0	<10.0	<.01	<10.0	<10.0	<10.0
TOXAPHENE		<.5	<.5	<.005	<.5	<.5	<.5
CHLORDANE							
HEPTACHLOR							
HEPTACHLOR EPOXIDE							
Chlorophenoxys:							
2,4-D		10.0	<10.0	<.01	<10.0	<10.0	<10.0
2,4,5-TP		1.00	<1.0	<.001	<1.0	<1.0	<1.0

1994 Emergency Ground Water Recovery Program
 SUMMARY OF WATER QUALITY IN PUMPING WELLS

Date: Feb 5, 1992

Discharge to: CVC

Well Location	30S/26E-02P01	29S/27E-32G01	29S/27E-24X01	29S/27E-31J01	30S/26E-05M01	30S/26E-02L01	
Well Name	Berrenda Mesa3	Bartell	Kern River	ID4#1	KCWA-PP#3	BM/KCWA 2	
Flow	3.2	5.6	45	6	6	6	
Direction of Flow	W	W	W	W	W	W	
Parameter (ug/L)	Sample Date	910207-2	910207-3	1/2/90	910314-1	910320-6	910326-2
Trihalomethanes:							
TTHM			<.002	<.5	<.5	<.5	
Radiological:							
GROSS ALPHA (pCi/L)			3	7	6	13	
GROSS BETA (pCi/L)			4	0	0	3	
NATURAL URANIUM (pCi/L)							
Volatiles:							
BENZENE	<0.2	<0.2		<.5	<.5	<.5	
CARBON TETRACHLORIDE				<.5	<.5	<.5	
CHLOROBENZENE	<0.2	<0.2					
BROMOMETHANE							
CHLOROETHANE							
2-CHLOROETHYL VINYL ETHER							
CHLOROMETHANE							
1,2-DICHLOROBENZENE	<0.2	<0.2					
1,3-DICHLOROBENZENE	<0.2	<0.2					
DICHLORODIFLUOROMETHANE							
1,4-DICHLOROBENZENE	<0.2	<0.2		<.5	<.5	<.5	
1,1-DICHLOROETHANE(1,1 DCA)				<.5	<.5	<.5	
1,2-DICHLOROETHANE(1,2 DCA)				<.5	<.5	<.5	
1,2-DICHLOROETHYLENE(1,2 DCE)							
trans-1,2-DICHLOROETHANE							
1,2-DICHLOROPROPANE							
ETHYL BENZENE	<0.2	<0.2					
METHYLENE CHLORIDE							
1,1,2,2-TETRACHLOROETHANE							
TETRACHLOROETHENE(PCE)							
TOLUENE	<0.2	<0.2					
BROMACIL							
DIAZINON							
PROMETRYN							
1,1,1-TRICHLOROETHANE				<.5	<.5	<.5	
1,1,2-TRICHLOROETHANE							
TRICHLOROETHANE(TCE)				<.5	<.5	<.5	
TRICHLOROFLUOROMETHANE							
TRICHLOROTRIFLUOROETHANE							
VINYL CHLORIDE				<.5	<.5	<.5	
XYLENES	<0.6	<0.6					
ETHYLENE DIBROMIDE				<.01	<.01	<.01	
DIBROMOCHLOROPROPANE				<.01	<.01	<.01	
THIOBENCARB	<.5	<.5		<.5	<.5	<.5	
MOLINATE							
BENTAZON							
ATRAZINE	<1.0	<1.0		<1.0	<1.0	<1.0	
SIMAZINE	<.5	<.5		<.5	<.5	<.5	

1991 Emergency Ground Water Recovery Program
 SUMMARY OF WATER QUALITY IN PUMPING WELLS

Date: Feb 5, 1992

Well Location	29S/26E-36R01	30S/26E-19B01	30S/26E-19B01	30S/26E-19B01	30S/26E-09G01	30S/26E-09C01	
Well Name	ID4#3(PP5)	(S)	(M)	(D)	KCWA 10	KCWA 7	
Flow (cfs)							
Direction of Flow							
Parameter (mg/L)	Sample Date	910421-1	910508-1	910508-2	910508-3	910516-4	910518-1
ALUMINUM		<.10				0.11	<.05
ALKALINITY (TOTAL)							
ARSENIC		<.010					
BARIUM		0.1				<.1	<.1
BICARBONATE		85					
BORON		0.10					
CADMIUM		<.001				<.001	0.001
CALCIUM		20					
CARBONATE		<.5					
CHLORIDE		6				17	17
CHROMIUM(HEXAVALENT)		<.010				<.010	<.010
COLOR		<3				2	1
COPPER		<.050				<.010	<.010
CYANIDE							
FLUORIDE		0.16				0.18	0.18
IRON		<.10				0.08	<.05
LEAD		<.005				<.005	<.005
MAGNESIUM		0.5					
MANGANESE		<.030				<.010	<.010
MERCURY		<.001				<.0002	<.0002
MBAS						<.02	0.02
NITRATE		5.4				2.2	2.2
ODOR T.O.N.		1.4				nd	nd
POTASSIUM							
pH		8.4					
SELENIUM		<.005				<.002	<.002
SPECIFIC CONDUCTANCE		172				300	310
SILVER		<.010				<.010	<.010
SODIUM		24					
STRONTIUM							
SULFATES		15				20	20
TOTAL DISSOLVED SOLIDS		146.0				205.0	240.0
HARDNESS		52					
TURBIDITY						3.4	0.1
ZINC		<.050				<.010	0.02

Parameter (ug/L)

Chlorinated Hydrocarbons:							
ENDRIN		<.02				<.007	<.007
LINDANE		<.4				<.02	<.02
METHOXYCHLOR		<10.0				<.01	<.01
TOXAPHENE		<.5				<1	<1
CHLORDANE						<.1	<.1
HEPTACHLOR						<.01	<.01
HEPTACHLOR EPOXIDE							
Chlorophenoxy:							
2,4-D		<10.0				<.3	<.3
2,4,5-TP		<1.0				<.1	<.1

1991 Emergency Ground Water Recovery Program
 SUMMARY OF WATER QUALITY IN PUMPING WELLS

Date: Feb 5, 1992

Well Location	29S/26E-36R01	30S/26E-19B01	30S/26E-19B01	30S/26E-19B01	30S/26E-09G01	30S/26E-09C01	
Well Name	ID4#3(PP5)	(S)	(M)	(D)	KCWA 10	KCWA 7	
Flow		0	0	0	0	0	
Direction of Flow		0	0	0	0	0	
Parameter (ug/L)	Sample Date	910421-1	910508-1	910508-2	910508-3	910516-4	910518-1
Trihalomethanes:							
TTHM		<.5				<.8	<.8
Radiological:							
GROSS ALPHA (pCi/L)					3.3	7.3	
GROSS BETA (pCi/L)					4.1	2.8	
NATURAL URANIUM (pCi/L)					4.8	0.7	
Volatiles:							
BENZENE		<.5	<.5	<.5	<.5	<.2	<.2
CARBON TETRACHLORIDE		<.5	<.5	<.5	<.5	<.2	<.2
CHLOROBENZENE						<.2	<.2
BROMOMETHANE						<.2	<.2
CHLOROETHANE						<.2	<.2
2-CHLOROETHYL VINYL ETHER						<.2	<.2
CHLOROMETHANE						<.2	<.2
1,2-DICHLOROBENZENE						<.2	<.2
1,3-DICHLOROBENZENE						<.2	<.2
DICHLORODIFLUOROMETHANE						<.2	<.2
1,4-DICHLOROBENZENE		<.5	<.5	<.5	<.5	<.2	<.2
1,1-DICHLOROETHANE(1,1 DCA)		<.5	<.5	<.5	<.5		
1,2-DICHLOROETHANE(1,2 DCA)		<.5	<.5	<.5	<.5	<.2	<.2
1,2-DICHLOROETHYLENE(1,2 DCE)						<.2	<.2
trans-1,2-DICHLOROETHANE						<.2	<.2
1,2-DICHLOROPROPANE						<.2	<.2
ETHYL BENZENE						<.2	<.2
METHYLENE CHLORIDE						<.2	<.2
1,1,2-TETRACHLOROETHANE						<.2	<.2
TETRACHLOROETHENE(PCE)						<.2	<.2
TOLUENE						<.2	<.2
BROMACIL						<1	<1
DIAZINON						<.5	<.5
PROMETRYN						<.7	<.7
1,1,1-TRICHLOROETHANE		<.5	<.5	<.5	<.5	<.2	<.2
1,1,2-TRICHLOROETHANE						<.2	<.2
TRICHLOROETHANE(TCE)		<.5	<.5	<.5	<.5	<.2	<.2
TRICHLOROFLUOROMETHANE						<.2	<.2
TRICHLOROTRIFLUOROETHANE						<.2	<.2
VINYL CHLORIDE		<.5	<.5	<.5	<.5	<.2	<.2
XYLENES							
ETHYLENE DIBROMIDE		<.01	<.01	<.01	<.01	<.01	<.01
DIBROMOCHLOROPROPANE		<.01	<.01	<.01	<.01	<.01	<.01
THIOBENCARB		<.5	<.5	<.5	<.5	<.7	<.7
MOLINATE						<.3	<.3
BENTAZON						<.5	<.5
ATRAZINE		<1.0	<1.0	<1.0	<1.0	<.5	<.5
SIMAZINE		<.5	<.5	<.5	<.5	<1	<1

1991 Emergency Ground Water Recovery Program
SUMMARY OF WATER QUALITY IN PUMPING WELLS

Date: Feb 5, 1992

Well Location	30S/25E-17F01	30S/25E-18P01	30S/25E-18R01	30S/26E-09F01	30S/25E-09E01	30S/25E-09C01	
Well Name	DWR WELL	DWR WELL	DWR WELL	KCWA 9	BV2-9E	BV1-9C	
Flow (cfs)							
Direction of Flow							
Parameter (mg/L)	Sample Date	910520-11	910520-9	910520-10	910602-1	910603-1	910614-1
ALUMINUM		0.11	<.05	<.05	<.05	<.05	<.05
ALKALINITY (TOTAL)							
ARSENIC					<.002	0.02	0.015
BARIUM		<.1	<.1	<.1	<.1	<.1	<.1
BICARBONATE					2	1	
BORON							
CADMIUM		<.001	<.001	<.001	<.005	<.005	<.001
CALCIUM					46	5	
CARBONATE							
CHLORIDE		10	34	1	25	20	26.6
CHROMIUM(HEXAVALENT)		<.01	<.01	<.01	<.01	<.01	<.01
COLOR		2	1	1	1	1	1
COPPER		<.01	<.01	<.01	<.01	<.01	<.01
CYANIDE							
FLUORIDE		0.12	0.09	0.10	0.16	0.35	0.39
IRON		0.41	0.25	<.05	<.05	<.05	<.05
LEAD		<.05	<.05	<.05	<.005	<.005	<.005
MAGNESIUM				<.010	3.5	0.0	
MANGANESE		0.04	0.01	0.01	0.01	0.01	<.01
MERCURY		<.0002	<.0002	<.0002	<.0002	<.0002	<.0002
MBAS		0.02	0.02	0.02	0.02	0.02	<.02
NITRATE		1.3	4.0	4.9	2.2	2.7	7.5
ODOR T.O.N.		nd	nd	nd	nd	nd	nd
POTASSIUM					1.3	1.3	
pH					8.1	9.3	
SELENIUM		<.002	<.002	<.002	<.002	<.002	<.002
SPECIFIC CONDUCTANCE		280	600	480	400	240	280
SILVER		<.01	<.01	<.01	<.01	<.01	<.01
SODIUM					29	29	
STRONTIUM							
SULFATES		19	132	70	27	16	22
TOTAL DISSOLVED SOLIDS		220.0	390.0	300.0	260.0	160.0	185
HARDNESS							
TURBIDITY		0.1	0.5	0.2	0.3	0.3	0.28
ZINC		0.01	0.01	0.01	0.05	<.01	<.01

Parameter (ug/L)

Chlorinated Hydrocarbons:						
ENDRIN	<.007	<.007	<.007	<.007	<.007	<.007
LINDANE	<.02	<.02	<.02	<.02	<.02	<.02
METHOXYCHLOR	<.01	<.01	<.01	<.01	<.01	<.01
TOXAPHENE	<1	<1	<1	<1	<1	<1
CHLORDANE	<.1	<.1	<.1	<.1	<.1	<.1
HEPTACHLOR	<.01	<.01	<.01	<.01	<.01	<.002
HEPTACHLOR EPOXIDE	<.003	<.003	<.003	<.003	<.003	<.003
Chlorophenoxy:						
2,4-D	<.5	<.5	<.5	<.5	<.5	<1
2,4,5-TP	<.1	<.1	<.1	<.1	<.1	<1

1991 Emergency Ground Water Recovery Program
 SUMMARY OF WATER QUALITY IN PUMPING WELLS

Date: Feb 5, 1992

Well Location	30S/25E-24G01	30S/24E-24A01	30S/25E-19G01	30S/25E-08P01	30S/26E-21D01	30S/25E-24H01	
Well Name	OLCESE 8	DWR-24A1	DWR-19G1	DWR-8P1	DWR-2101	OLCESE 7	
Flow (cfs)							
Direction of Flow							
Parameter (mg/L)	Sample Date	910615-1	910624-8	910624-9	910624-10	910627-1	910627-8
ALUMINUM		<.05	<.05	<.05	<.05	<.1	0.10
ALKALINITY (TOTAL)							
ARSENIC		0.008	<.002	<.002	0.002	<.01	0.012
BARIUM		<.1	<.1	<.1	<.1		<.1
BICARBONATE							
BORON							
CADMIUM		<.001	<.005	<.005	<.005	<.001	<.001
CALCIUM							
CARBONATE							
CHLORIDE			16	24.1	12.1	25.5	15.6
CHROMIUM(HEXAVALENT)		<.01	<.01	<.01	<.01	<.01	<.01
COLOR			1	1	1	1	1
COPPER		<.01	<.01	<.01	<.01	<.05	0.016
CYANIDE							
FLUORIDE			<.05	0.07	0.11	0.09	0.13
IRON		<.05	0.087	0.398	0.157	<.1	128
LEAD		<.005	<.005	<.005	<.005	<.005	<.005
MAGNESIUM							
MANGANESE		<.01	<.01	<.01	<.01	<.03	<.03
MERCURY		<.0002	<.0002	<.0002	<.0002	<.001	<.001
MBAS			0.02	<.02	<.02	0.02	0.02
NITRATE		1.3	1.8	3.5	7.1	8	3.5
ODOR T.O.N.			ND	2	2	nd	ND
POTASSIUM							
pH							
SELENIUM		<.002	<.002	<.002	<.002	<.005	<.005
SPECIFIC CONDUCTANCE			610	700	270	310	340
SILVER		<.01	<.01	<.01	<.01	<.01	<.01
SODIUM							
STRONTIUM							
SULFATES			167	213	26	36	35
TOTAL DISSOLVED SOLIDS			425	460	160	175	185
HARDNESS							
TURBIDITY			0.14	0.11	0.15	0.06	2.6
ZINC		<.01	<.01	0.012	<.01	21	<.05

Parameter (ug/L)

Chlorinated Hydrocarbons:							
ENDRIN		<.007	<.007	<.007	<.007	<.007	<.007
LINDANE		<.02	<.02	<.02	<.02	<.02	<.02
METHOXYCHLOR		<.01	<.01	<.01	<.01	<.01	<.01
TOXAPHENE		<1	<1	<1	<1	<1	<1
CHLORDANE		<.1	<.1	<.1	<.1	<.1	<.1
HEPTACHLOR		<.002	<.002	<.002	<.002	<.002	<.002
HEPTACHLOR EPOXIDE		<.003	<.003	<.003	<.003	<.003	<.003
Chlorophenoxys:							
2,4-D		<1	<1	<1	<1	<7	<1
2,4,5-TP		<1	<1	<1	<1	<1	<1

1991 Emergency Ground Water Recovery Program
SUMMARY OF WATER QUALITY IN PUMPING WELLS

Date: Feb 5, 1992

Well Location	Well Name	Flow (cfs)	Direction of Flow	Parameter (mg/L)	Sample Date
	CVC at Ca Aq				910307-1
				ALUMINUM	0.01
				ALKALINITY (TOTAL)	
				ARSENIC	<.010
				BARIUM	<.10
				BICARBONATE	75.6
				BORON	0.27
				CADMIUM	<.001
				CALCIUM	44
				CARBONATE	38.4
				CHLORIDE	164.4
				CHROMIUM(HEXAVALENT)	<.010
				COLOR	10
				COPPER	0.06
				CYANIDE	
				FLUORIDE	0.5
				IRON	0.12
				LEAD	<.005
				MAGNESIUM	12.2
				MANGANESE	<.030
				MERCURY	<.001
				MBAS	
				NITRATE	2.7
				ODOR T.O.N.	4
				POTASSIUM	
				pH	9.53
				SELENIUM	<.005
				SPECIFIC CONDUCTANCE	640
				SILVER	<.005
				SODIUM	104.3
				STRONTIUM	
				SULFATES	71.5
				TOTAL DISSOLVED SOLIDS	416
				HARDNESS	160
				TURBIDITY	2
				ZINC	<.050

Parameter (ug/L)

Chlorinated Hydrocarbons:	
ENDRIN	<.02
LINDANE	<.04
METHOXYCHLOR	<10.0
TOXAPHENE	<.5
CHLORDANE	
HEPTACHLOR	
HEPTACHLOR EPOXIDE	
Chlorophenoxy:	
2,4-D	<10.0
2,4,5-TP	<1.0

**1991 Emergency Ground Water Recovery Program
SUMMARY OF WATER QUALITY IN PUMPING WELLS**

Date: Feb 5, 1992

Well Location Well Name Flow Direction of Flow Parameter (ug/L) Sample Date	CVC at Ca Aq 910307-1
Trihalomethanes:	
TTHM	<.5
Radiological:	
GROSS ALPHA (pCi/L)	3
GROSS BETA (pCi/L)	0.4
NATURAL URANIUM (pCi/L)	
Volatiles:	
BENZENE	<.5
CARBON TETRACHLORIDE	<.5
CHLOROBENZENE	
BROMOMETHANE	
CHLOROETHANE	
2-CHLOROETHYL VINYL ETHER	
CHLOROMETHANE	
1,2-DICHLOROBENZENE	
1,3-DICHLOROBENZENE	
DICHLORODIFLUOROMETHANE	
1,4-DICHLOROBENZENE	<0.5
1,1-DICHLOROETHANE(1,1 DCA)	<0.5
1,2-DICHLOROETHANE(1,2 DCA)	<0.5
1,2-DICHLOROETHYLENE(1,2 DCE)	
trans-1,2-DICHLOROETHANE	
1,2-DICHLOROPROPANE	
ETHYL BENZENE	
METHYLENE CHLORIDE	
1,1,2,2-TETRACHLOROETHANE	
TETRACHLOROETHENE(PCE)	
TOLUENE	
BROMACIL	
DIAZINON	
PROMETRYN	
1,1,1-TRICHLOROETHANE	<0.5
1,1,2-TRICHLOROETHANE	
TRICHLOROETHANE(TCE)	<0.5
TRICHLOROFUOROMETHANE	
TRICHLOROTRIFLUOROETHANE	
VINYL CHLORIDE	<0.5
XYLENES	
ETHYLENE DIBROMIDE	<.01
DIBROMOCHLOROPROPANE	<.01
THIOBENCARB	<0.5
MOLINATE	
BENTAZON	
ATRAZINE	<1.0
SIMAZINE	<0.5

APPENDIX G

**Sensitive Species Wildlife Survey of Pioneer and Berrenda Mesa property, portions of Sections 1,4, and
11**

332 North Stine Rd.
Bakersfield, California 93309

William J. Vanherweg
Senior Biologist

FAX (805) 839-0375
(805) 322-8056

29 September 1995

Mr. Kane Totzke
Kern County Water Agency
3200 Rio Mirada Dr.
P.O. Box 58
Bakersfield, CA 93302-0058

Dear Kane:

As you requested, I have completed a baseline sensitive wildlife species survey at the North and South Pioneer, Berrenda Mesa Water Recharge Basins and the Castle and Cooke Exchange Properties. I consulted with Ms. Jody Brown of the United States Fish and Wildlife Service and Mr. Dale Mitchell of the California Department of Fish and Game to determine the intensity of the surveys. Figure 1 shows current land-use conditions and sensitive resources that I found on the properties. General descriptions of the parcels are as follows:

North Pioneer Property - Most of this parcel is currently under water and supporting a wide variety of waterfowl. All lands being used for water recharge were farmed prior to being flooded. Sensitive resources include: fresh tracks of kit foxes (*Vulpes macrotis mutica*) (Figure 1), and three potential kit fox dens along the southern boundary of the parcel. A small area along the southern boundary is natural habitat disturbed by oil well development. The present value of the property to sensitive wildlife species would generally be limited to use for foraging. The Cross Valley Canal right-of-way (Figure 1) is not part of the project and not included in the survey.

Mr. Kane Totzke
23 September 1995
Page 2

South Pioneer and Berrenda Mesa Property - These properties are currently under water or are being farmed (Figure 1). All lands being used for water recharge were farmed prior to being flooded. I found no sign of kit foxes during my cursory survey, however, foxes from adjoining properties probably forage on the property. I suspect the kangaroo rats along the northern boundary of the Berrenda Mesa ponds (Figure 1) are Heermann's kangaroo rats (*Dipodomys heermanni*). The present value of the property to sensitive wildlife species would be use as foraging habitat. The Kern River Canal and Southern Pacific Railroad right-of-ways (Figure 1) are not part of the project and not included in the survey.

Castle and Cooke Exchange Property - With the exception of approximately 60 acres in Section 1 (Figure 1) (part of the secondary flood plain of the Kern River), these properties are currently being farmed. I found no sign of kit foxes during my cursory survey, however, foxes from adjoining lands probably forage on the property. The kangaroo rat burrows shown in Section 4 (Figure 1) are along the edge of the property in an area that has not been disturbed by the farming operation.

I found no evidence of blunt-nosed leopard lizards (*Gambelia Sila*) or San Joaquin antelope squirrels (*Amмосpermophilus nelsoni*) at either location.

If you have any questions please feel free to give me a call at (805) 839-0375 or 324-3584.

Sincerely,



William J. Vanherweg
Senior Biologist

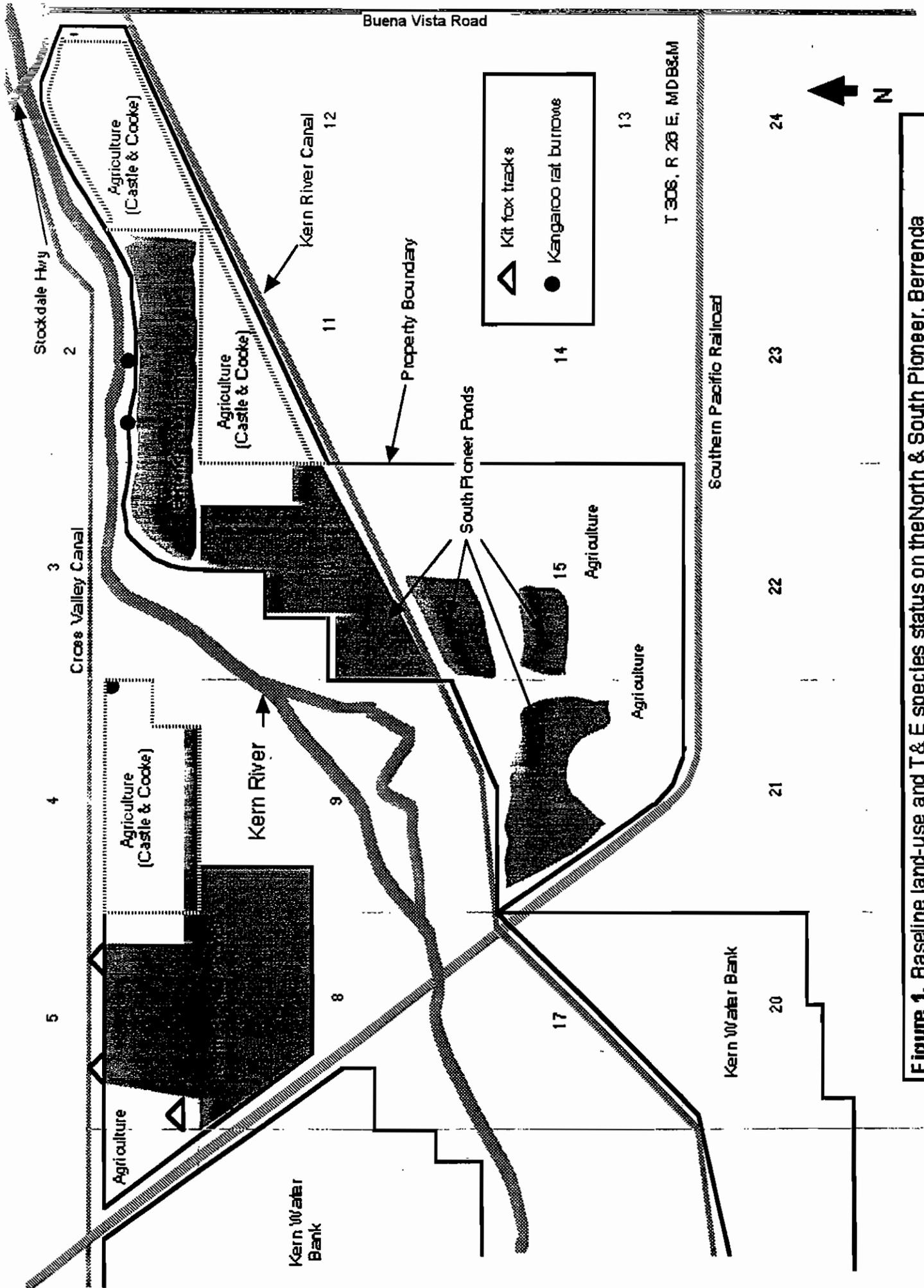


Figure 1. Baseline land-use and T & E species status on the North & South Pioneer, Berrinda Mesa water recharge lands and Castle & Cooke Exchange Lands, September 1995.

APPENDIX H
Pioneer Joint Operations Agreement

AGREEMENT NO. _____

PIONEER PROJECT JOINT OPERATING AGREEMENT

THIS AGREEMENT is made and entered into on _____, 1996, by and between the **CITY OF BAKERSFIELD**, a chartered municipal corporation, referred to herein as "**CITY**," and **KERN COUNTY WATER AGENCY**, a special act public entity, referred to herein as "**AGENCY**."

RECITALS

A. **CITY** owns certain contiguous parcels of real property situated within and along the natural channel of the Kern River located west of **CITY** between Buena Vista Road and Interstate "5", consisting of approximately 2,800 acres, which is commonly referred to as the "2800 Acres" ("2800 Acres" herein), and more fully shown on **Exhibit "A"** attached hereto and incorporated herein by reference; and

B. **CITY**, since 1976, has operated a water spreading and recovery project on the 2800 Acres ("City Project" herein), the primary use of which is for the spreading, percolation, storage, banking and recovery of **CITY** owned Kern River water for use by its citizens and residents to meet the demands and services required of those citizens and residents, including, but not limited to, drinking water; and

C. **CITY** has heretofore entered into contracts with Olcese Water District, Buena Vista Water Storage District ("Buena Vista" herein), and **AGENCY**, for use of the 2800 Acres, which provide for the spreading, percolation, storage, banking and recovery of various waters (including Kern River water, Friant-Kern and State Water Project water) owned by said contractors; and

D. **AGENCY** owns certain non-contiguous parcels of real property situated adjacent to the 2800 Acres, consisting of approximately 2,253 acres, which is commonly referred to as the "Pioneer Property," and which is more fully shown on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

E. **AGENCY** plans to develop and manage a water spreading and recovery operation on the Pioneer Property, as well as other locations on the Kern River alluvial fan, and establish a Project ("Pioneer Project" herein), the primary use of which is for spreading, percolation, storage, banking and recovery of Kern River and other water owned by the **AGENCY** and certain member units ("Pioneer Project Participants" herein) which, as of this date, include Buena Vista, Henry Miller Water District, Kern Delta Water District, Rosedale-Rio Bravo Water Storage District, Wheeler Ridge-Maricopa Water

Storage District, Tejon-Castac Water District, Semitropic Water Storage District, Lost Hills Water District, Belridge Water Storage District, Berrenda Mesa Water District and Improvement District No. 4 of the AGENCY ("ID4" herein); and

F. CITY and AGENCY acknowledge that the operation of their projects may have an impact or influence on the project of the other for which reason both parties desire, by this Agreement, to determine and provide certain reciprocal operating criteria which will avoid, to the greatest extent practicable, future conflicts; and

G. AGENCY has entered into an agreement with the Pioneer Project Participants concerning the operation of the Pioneer Project entitled "Pioneer Project Participation Agreement," a copy of which is attached hereto as **Exhibit "D,"** and incorporated herein by this reference; and

H. AGENCY has executed a "Transfer and Exchange Agreement" with the Kern Water Bank Authority (**Exhibit "E"**), Exhibit 3 (Declaration of Covenants, Conditions and Restrictions) of which provides for, among other things, the AGENCY and its Member Units to use the capacity of the Kern Water Bank that is determined to be surplus by the Board of the Kern Water Bank Authority, and it is on that basis that the Kern Water Bank is included in the Project Area described below. The Kern Water Bank Authority has entered into a Memorandum of Understanding with Adjoining Entities regarding the operation and monitoring of the Kern Water Bank; and

I. CITY completed an Environmental Impact Report for the 2800 Acres in 1983, and has operated the City Project under this Environmental Impact Report since that time; and

J. CITY and AGENCY believe it is to the mutual benefit of both parties that incentives be developed to increase recharge in the Kern River Channel to improve water management and the urban environment of the metropolitan Bakersfield area.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and AGENCY agree as follows:

1. PARTIES.

a. CITY executes this Agreement as the owner and operator of the 2800 Acres (City Project) and other CITY-owned facilities required under the operation of this Agreement.

b. AGENCY executes this Agreement on behalf of itself and on behalf of each of the Pioneer Project Participants identified in Recital E above, each of whom have consented in writing to be bound by the terms and provisions of this Agreement as

it affects the Pioneer Project only. For purposes of this Agreement, the term "AGENCY" shall mean the Kern County Water Agency and the Project Participants (identified in Recital E above), unless otherwise specified.

2. **NO ALTERATION.** Nothing in this Agreement shall change or supersede any previous agreement between any party hereto, unless specifically set forth herein.

3. **PROJECT AREA.** The Project Area shall be defined as the 2800 Acres, the Kern River Channel easterly from the 2800 Acres extending to the Rocky Point Weir, the Pioneer Property (including portions of the existing James and Pioneer Canal systems) and Kern Water Bank. The recharge areas of said facilities are located as shown on the map attached hereto as Exhibit "B," which is incorporated herein by this reference. Unless otherwise stated, the combined area of the 2800 Acres, the Kern River Channel easterly from the 2800 Acres extending to the Rocky Point Weir, the Pioneer Property (including portions of the existing James and Pioneer Canal systems) and the Kern Water Bank shall be referred to as the "Project Area" for purposes of this Agreement.

4. **RELATIONSHIP TO ENVIRONMENTAL STUDIES.** This Agreement shall become a part of any Environmental Impact Report, Negative Declaration, or other environmental document prepared by the AGENCY for the Pioneer Project. New urban developments in unincorporated areas of the County utilizing the AGENCY's reserved capacity in the Pioneer Project will require additional environmental review for such developments before implementation.

5. **USE OF FACILITIES.**

a. **Kern River Canal.** For purposes of this Agreement, the CITY owns and controls the Kern River Canal and structures appurtenant thereto, including headgates diverting water therefrom, and has the right to operate said facilities at CITY's sole discretion subject only to existing rights of third parties arising by law or contract. Subject to the rights of CITY and the rights of any other entity under the 1964 Amendment to the Miller-Haggin Agreement, or other CITY contracts, AGENCY may use the River Canal for transportation of water to be diverted into the Pioneer Property or Kern Water Bank. AGENCY acknowledges that any AGENCY request for delivery downstream of the terminus of the River Canal must be coordinated and verified with Buena Vista.

b. **Pioneer Canal.** For the purposes of this Agreement, the CITY owns and/or controls the Pioneer Canal from and including the headgate westerly to the Stockdale Highway bridge overcrossing subject only to existing rights of third parties arising by law or contract, and CITY shall continue to operate said portion of Pioneer Canal subject to available capacity as determined by CITY. AGENCY may make arrangements to use the Pioneer Canal, which includes reaches downstream from the Cross Valley Canal, for recharge, banking, and for transportation of AGENCY water to be diverted into the Pioneer Property or Kern Water Bank.

c. 2800 Acres. The CITY owns and controls the 2800 Acres (City Project). The CITY and AGENCY have heretofore entered into an agreement providing for AGENCY use of the 2800 Acres under certain terms and conditions, to wit: Agreement No. 84-232 dated October 17, 1984. Said agreement will expire on July 1, 2012, subject to an option to extend for an additional period of twenty (20) years. A copy of said Agreement No. 84-232 is attached hereto as **Exhibit "F"** and incorporated herein by this reference. This Agreement neither replaces nor amends Agreement No. 84-232 but merely supplements the same. In the event of any conflict between this Agreement and Agreement No. 84-232, Agreement 84-232 shall govern. AGENCY acknowledges that any AGENCY request for conveyance of water past Second Point of Measurement in the Kern River Channel, located in the northwest quarter (NW 1/4) of Section 24, Township 30 South, Range 25 East, M.D.B. & M., must be coordinated with Buena Vista.

- (1) The CITY shall permit AGENCY to utilize the 2800 Acres for transportation of AGENCY water to the Pioneer Property and the Kern Water Bank subject to available capacity as determined by CITY with the following provisions:
 - (a) AGENCY water supply spread or recharged in the 2800 Acres as a result of transportation of AGENCY water via the 2800 Acres will be recorded as spread in the Pioneer Property, the 2800 Acres and/or the Kern Water Bank as determined by the AGENCY.
 - (b) CITY charges to AGENCY for water spread under this provision will consist of the Operations and Maintenance fee and Facilities Improvement Component of the Spreading Fee as set forth in Agreement No. 84-232, for the Pioneer Project and Kern Water Bank accounts.
- (2) CITY shall permit AGENCY access to the 2800 Acres for the purpose of construction of turnout facilities at AGENCY expense which may divert from the 2800 Acres onto the Pioneer Property and the Kern Water Bank. Any plans for such construction shall be delivered to CITY by AGENCY in writing prior to the date of commencement of said construction. CITY shall have final approval of any plans or specifications. Upon completion of construction to the satisfaction of CITY, AGENCY will convey any such structure or turnout to CITY and CITY shall thereafter own, operate and maintain the installed facilities. For the term of this Agreement, AGENCY shall have first priority to use any facilities constructed by it pursuant to this paragraph and shall pay operation and maintenance charges only (i.e., AGENCY shall not be required to pay a capital component or replacement charge).

d. Kern River Channel. For the purposes of this Agreement, the CITY controls the operation of a major portion of the Kern River Channel downstream of Rocky Point Weir, extending to the Interstate "5" crossing of the Kern River Channel subject to the rights of third parties arising by law or contract. Use of said portion of the Kern River Channel by AGENCY shall be governed by the following:

- (1) AGENCY may deliver water into the Kern River Channel at points easterly of 2800 Acres for spreading and banking purposes; however, AGENCY shall be responsible for determining the accounting for such water, including designation of project accounts and related recharge losses. CITY shall have access to such accounting records..
- (2) Use of the Kern River Channel by AGENCY for spreading and banking purposes shall not diminish or interfere with ongoing AGENCY/ID4 spreading operations, and for the purpose of this Agreement, the ID4 spreading operation shall not be considered banked within the ID4 boundaries, unless otherwise agreed to between the CITY and the Kern County Water Agency on behalf of ID4. Also, deferral of ID4 spreading operations to allow for banking by another entity shall not be deemed to diminish or interfere with ID4 spreading operations as long as the deferred quantities are eventually spread in ID4.
- (3) To encourage use of the Kern River Channel upstream of the 2800 Acres at times the Kern River Channel would otherwise be dry, CITY may, by mutual agreement with AGENCY, request delivery of AGENCY water into the Kern River Channel at points easterly of the 2800 Acres that, absent such request, would otherwise be spread by AGENCY in the 2800 Acres, Pioneer Property or Kern Water Bank. CITY shall reimburse AGENCY for the actual cost increase, if any, necessary to deliver AGENCY water into the Kern River Channel as set forth herein.
- (4) The Statement of Principles for the Establishment of a Water Recreation and Recharge Program for the Kern River Parkway adopted by the Water Board for the CITY and Kern County Water Agency on _____ is included herein by reference as though fully set forth.

e. Operations. CITY may operate the Kern River Canal, the Pioneer Canal at its point of diversion from the Kern River Channel, the 2800 Acres and the Kern River Channel for the benefit of the AGENCY, subject to available capacity as determined by CITY and the rights of third parties arising out of law or contract, and with the following understandings:

- (1) The cost to AGENCY for use of CITY facilities shall be as described in certain pre-existing agreements which are incorporated by reference herein, as follows:
 - (a) For use of the Kern River Canal - 1964 Amendment to the Miller-Haggin Agreement dated January 1, 1964; and
 - (b) For use of the 2800 Acres to transport AGENCY water - Agreement No. 84-232 dated October 17, 1984; and
 - (c) For use of the Kern River Channel to bank in the 2800 Acres - Agreement No. 84-232 dated October 17, 1984; provided, however, the operation and maintenance fee and Facility Improvement Component of the Spreading Fee shall not apply to water spread in the Kern River Channel easterly of the 2800 Acres; and
 - (d) For use of the Kern River Channel to bank for the Pioneer Project and Kern Water Bank accounts, no fee shall apply; and
 - (e) For use of the Pioneer Canal - Agreement No. 93-158 dated August 25, 1993 (a copy of which is attached hereto as **Exhibit "G,"** and incorporated herein by this reference).

f. Waiver of Charges. CITY may waive any or all of the aforementioned charges to the extent that AGENCY has spread water, after giving advance written notice to the CITY, for overdraft correction rather than storage for later sale, assignment or extraction.

g. Payment of Charges. All charges herein are due and payable by AGENCY to CITY forty-five (45) days after the mailing of the notice that such charges are due to CITY. No oversight by CITY in making such demand shall relieve AGENCY from such payments.

6. PRIORITY FOR USE. AGENCY hereby grants to CITY a first right of refusal to use any and all unused recharge and recovery capacity of the Pioneer Project after the AGENCY and Kern County Water Agency Member Units. CITY's right shall, at all times, be subject to the first priority rights of AGENCY and Kern County Water Agency Member Units and shall further be subject to the payment of all fees and compliance with all rules, regulations, restrictions and limitations applicable to such use by AGENCY and its Member Units.

7. WATER QUALITY ASSURANCES.

a. Quality Enhancement. CITY and AGENCY agree to operate their respective projects in such manner so as to maintain and, when possible, enhance the quality of groundwater in the basin underlying the Project Area. To this end, each party agrees to make a good faith effort to meet the following objectives:

- (1) If supplies of acceptable recharge water exceed recharge capacity, all other things being equal, recharge priority should be given to the purest or best quality water.
- (2) Each project should be operated with the objective that the average concentration of total dissolved salts in the recovered water will exceed the average concentration of total dissolved salts in the recharged water. The average shall be calculated for a given project from the date of filing notice of determination to proceed with such project under the California Environmental Quality Act.
- (3) To maintain or improve groundwater quality, recovery operations should extract poorer quality groundwater where practicable. Blending may be used to increase extraction of lesser quality groundwater unless doing so will exacerbate problems by generating unfavorable movement of lesser quality groundwater.
- (4) All parties to this Agreement should attempt to control the migration of poor quality groundwater. Problem areas may be dealt with by limiting or terminating extractions that tend to draw lesser quality groundwater toward or into the useable groundwater areas, by increasing extractions in areas that might generate a beneficial gradient, by increasing recharge within the useable groundwater area to promote favorable groundwater gradient, and the like.

- (5) Recharge should not occur in, on or near contaminated areas, nor should water be spread in, on or near an adjoining area if the effect will be to mound water near enough to the contaminated area that the contaminants will be picked up and carried into the uncontaminated groundwater supply.
- (6) Within the Project Area, the parties may recharge Kern River and other high quality waters as high on the Kern River Fan as possible and may recharge State Water Project water as far to the west as possible, through reciprocal use of facilities if necessary, in order to enhance water quality in the upper Kern River Fan area.

b. Hydraulic Gradient. In addition to the foregoing, the parties agree to use best efforts in operating their respective projects to maintain a hydraulic gradient which slopes away from the Kern River Channel within the Project Area. Such efforts may include, but are not limited to, prioritizing recharge along the Kern River Channel within the Project Area, limiting operation of recovery wells within the Project Area, and active monitoring of water levels.

8. OPERATING CRITERIA.

a. Recharge Priority. In order to preserve the historical high quality groundwater supplies underlying the Kern River Channel, it shall be the goal of the parties to this Agreement to maintain a positive hydraulic gradient sloping away from the existing mound underlying the Kern River Channel. In recognition of this goal, AGENCY agrees that, at those times when water is not otherwise being recharged in the 2800 Acres CITY may call for up to twenty percent (20%) of water scheduled by AGENCY for spreading and/or banking purposes on the Pioneer Property to be spread in the 2800 Acres. Said recharge delivery will be monitored, reviewed and coordinated on a daily basis by CITY and AGENCY contact person. Water spread by AGENCY under this provision may be conveyed from North Pioneer to the 2800 Acres by gravity through a turnout to be constructed by the CITY. Water recharged in the 2800 Acres under this provision shall be credited to the accounts of the Pioneer Project Participants and not subject to CITY fees. CITY shall reimburse AGENCY for the actual cost increase, if any, necessary to deliver AGENCY water as set forth herein.

b. Use of Easement. The CITY and AGENCY have entered into a permanent agreement providing for an easement across CITY-owned property, to wit: Agreement No. 93-158 dated August 25, 1993. CITY hereby consents to the assignment of said agreement as necessary to enable the AGENCY to use said easement in connection with its operation of the Pioneer Project if necessary.

c. Recovery Area. The AGENCY has developed a recovery plan for the Project Area that will afford maximum recovery capability within the Project Area while minimizing adverse impacts to others within the Project Area or other areas adjacent thereto. A copy of the map showing the recovery area is attached hereto as **Exhibit "C,"** and incorporated herein by reference.

d. Adverse Impact Avoidance/Mitigation. With Monitoring Committee oversight, each project should be operated so as to prevent, eliminate or mitigate significant adverse impacts. Mitigation measures to prevent significant adverse impacts from occurring include, but are not limited to, the following:

- (1) Limit recovery from wells situated on Pioneer Property to water previously spread and banked on the Pioneer Property (including portions of the existing James and Pioneer Canal systems), the Berrenda Mesa property, the Kern Water Bank, the 2800 Acres and/or the Kern River Channel easterly of the 2800 Acres;
- (2) In any given year, the recovery from the Pioneer Project shall not exceed the total quantity of AGENCY water previously spread and/or banked less that amount of water previously recovered on the Pioneer Property (including portions of the existing James and Pioneer Canal systems), the Berrenda Mesa property, the 2800 Acres, the Kern River Channel easterly of the 2800 Acres, and any water recharged on the Kern Water Bank via the Pioneer Property.
- (3) Expand the recovery area to include areas located westerly of the Pioneer Property;
- (4) Maintain a positive bank account balance at all times;
- (5) Provide buffer areas between recovery wells and neighboring overlying users;
- (6) Limit the monthly, seasonal and/or annual recovery rate;
- (7) Provide sufficient recovery wells to allow rotation of recovery wells or the use of alternate wells;
- (8) Adjust pumping rates or terminate pumping to reduce impacts, if necessary;

- (9) Impose time restrictions between recharge and extraction to allow for percolation of water to the aquifer; and
- (10) Provide recharge of water that would not otherwise recharge the Project Area.

e. Compensation for Adverse Impacts. Mitigation measures that compensate for unavoidable adverse impacts include, but are not limited to, the following;

- (1) With the consent of the affected overlying user, lower the pump bowls or deepen wells as necessary to restore groundwater extraction capability to such overlying user;
- (2) With the consent of the affected overlying user, provide alternative water supplies to such overlying user; and
- (3) With the consent of the overlying user, provide financial compensation to such overlying user.

f. Well Spacing. New wells shall be placed no closer than one-third (1/3) mile from any existing wells located off the Pioneer Property;

g. Additional CITY Wells. AGENCY acknowledges that CITY has heretofore planned to construct three (3) wells in the 2800 Acres to be situated in Sections 9, 10 and 16 of Township 30 South, Range 26 East, M.D.B. & M., and AGENCY agrees to provide well spacing of at least one-third (1/3) mile from said planned wells.

h. Losses. Losses will be applicable to all water spread under this Agreement and at a minimum shall be assessed as follows:

- (1) Surface recharge losses shall be fixed and assessed at a rate of six percent (6%) of water diverted for recharge.
- (2) An additional five percent (5%) loss shall be assessed against any water diverted to the Project Area for banking by, for or on behalf of any out-of-County person, entity or organization and/or against any banked water sold or transferred to any out-of-County person, entity or organization.

- (3) Effective the date of this Agreement and except as otherwise limited by prior agreement, losses assessed under this Agreement represent amounts of water that are non-bankable and non-recoverable by CITY or AGENCY.

i. Definitions Applicable to Fees and Charges. To provide for uniformity with respect to fees and charges under this Agreement, it is agreed as follows:

- (1) Operations and maintenance fees and facility improvement fees shall be charged against total diversions into the facility (i.e., the amount of water diverted before losses).
- (2) Spreading fees shall be charged against net water recharge. Net recharge shall be understood to be the total amount of water spread, less losses.
- (3) Recovery or extraction fees shall be charged against total water recovered.

j. Friant-Kern Canal Flood Flows. The parties agree that the first priority of Friant-Kern flood flows that spill into the Kern River Channel shall be to establish and maintain a continuous (uninterrupted) stream channel from the terminus of the Friant-Kern Canal to the Kern River Intertie. Said continuous stream flow shall be dedicated to overdraft correction of the groundwater basin.

k. Delivery Point of AGENCY Water. Except as provided in the 1964 Amendment to the Miller-Haggin Agreement, the delivery point for all Kern River water pertaining to operation of this Agreement owned or acquired by AGENCY shall be at the diversion point of the Beardsley Canal from the Kern River or, at the option of AGENCY, at other points of delivery downstream on the Kern River so long as AGENCY accepts all losses and costs associated with transportation of such water between the Beardsley Canal point of delivery and the other delivery point requested by AGENCY. AGENCY will be permitted to take delivery of all or portions of its Kern River water through the Carrier Canal during periods when CITY determines that sufficient CITY capacity is available and CITY and AGENCY agree to the time, place, duration and cost of such deliveries.

9. COORDINATION AND RECORD KEEPING.

a. Coordination. The AGENCY is responsible for the day-to-day operation of the Pioneer Project. The AGENCY will designate a contact person to coordinate AGENCY activities with the CITY. Water deliveries to the Project Area via the Kern River Channel or via any CITY-owned facility shall be regulated through CITY operation and shall be scheduled forty-eight (48) hours in advance through the CITY

Water Dispatcher by the AGENCY contact person. Unless otherwise agreed, the AGENCY contact person shall meet regularly with CITY to coordinate Pioneer Project operations. Delivery and recovery of water to and from the Kern Water Bank shall be coordinated by the AGENCY with the manager of the Kern Water Bank.

b. Records. The CITY will be responsible for, and shall maintain records of all points of diversion from the Kern River Channel and CITY-owned canals arising from operation of this Agreement. The AGENCY shall have access to such records. The AGENCY contact person will provide such assistance and information as is necessary for CITY to meet its obligations hereunder.

10. MONITORING COMMITTEE. The Pioneer Project Participants have consented to formation of a Monitoring Committee composed of representatives of such Pioneer Project Participants. The Monitoring Committee is charged with the duty and responsibility of reviewing project operations and activities, of making recommendations with respect thereto to insure compliance with the project objectives, and of providing a forum for dispute resolution. The CITY agrees to cooperate with the Monitoring Committee through contribution of records, identified herein, and 2800 Acre recharge and recovery data, collected by CITY, which will be supplied in the normal course of business.

11. OVERDRAFT REDUCTION. All parties to this Agreement agree that the use of the Pioneer Property shall not cause or contribute to overdraft of the groundwater basin. In this connection, any consumptive use of water on the Pioneer Property which exceeds .3 acre-feet per acre on an acre-by-acre basis shall be provided from supplemental surface water or previously recharged water that does not create or contribute to overdraft.

12. NO CHANGE TO KERN RIVER RIGHTS. The Pioneer Project shall not change or affect rights to use Kern River water. Should any court of competent jurisdiction determine any use of Kern River water rights is affected by this Agreement, the parties shall meet and negotiate whatever modifications are necessary to re-establish those rights which have been affected, or void any part, or all, of this Agreement necessary to re-establish said rights. The parties shall negotiate in good faith to maintain Kern River water rights whenever a modification or voiding of the terms of this Agreement becomes necessary.

13. INDEMNIFICATION.

a. Indemnity. CITY and AGENCY agree to indemnify and hold each other harmless from any and all claims, demands, liabilities, losses or causes of action which arise by virtue of its own acts or omissions (either directly or through or by its agents, officers, or employees) to such extent and in such part as the respective parties are found by reason of law to have proximately caused the injury or damage.

b. Notice of Claim. The party against whom any claim arising from any subject matter of this Agreement is filed shall give prompt notice of the filing of the claim to the other party.

14. EFFECTIVE DATE. This Agreement is effective the day and year first above written regardless of the date of actual execution.

15. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally delivered or sent by certified or registered mail, in which latter case service will be effective upon depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice given in the manner herein provided:

CITY: CITY OF BAKERSFIELD
WATER RESOURCES DEPARTMENT
1000 Buena Vista Road
Bakersfield, CALIFORNIA 93311

AGENCY: KERN COUNTY WATER AGENCY
P.O. Box 58
Bakersfield, CALIFORNIA 93302-0058

16. FORUM. Any lawsuit pertaining to any matter arising under, or growing out of, this Agreement shall be instituted in Kern County, California.

17. ASSIGNMENT. This Agreement shall not be assigned by CITY or AGENCY, without the prior written consent of the other.

18. BINDING EFFECT. The rights and obligation of this Agreement shall inure to the benefit of, and be binding upon, the parties to the agreement and their heirs, administrators, executors, personal representative, successors and assigns.

19. CORPORATE AUTHORITY. Each party executing this Agreement represents and warrants that it is duly authorized to execute and deliver this Agreement on behalf of the organization named herein and that this Agreement is binding upon said organization in accordance with its terms.

20. WAIVER OF DEFAULT. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

21. MERGER AND MODIFICATION. All prior oral agreements or understandings between the parties with respect to the matters covered by this Agreement are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council, the Agency Board, and signed by all the parties.

22. NEGATION OF PARTNERSHIP. No party shall become or be deemed a partner or joint venturer with any other party or associate in any such relationship with any other party by reason of the provisions of this Agreement. AGENCY shall not for any purpose be considered an agent, officer or employee of CITY, and CITY shall not for any purpose be considered an agent, officer or employee of AGENCY.

23. ACCOUNTING RECORDS. All parties shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at each party's office during the term of this Agreement. Said records shall be made available to CITY or AGENCY representatives upon request at any time during regular business hours.

24. EXHIBITS. In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

25. ENVIRONMENTAL QUALITY. The CITY has various environmental concerns relating to the Pioneer Project which have been addressed to the CITY's satisfaction in this Agreement; however, the CITY does not warrant or guarantee the environmental quality of the Pioneer Project and does not warrant or guarantee the Pioneer Project will be without environmental effects.

26. TERM. The term of this Agreement shall be the same as the term of the Agreement No. 84-232.

27. AUTHORSHIP. It is understood and agreed that this Agreement is the product of negotiation between the parties, with each party represented by independent counsel of its choice and each party's counsel contributing to the drafting hereof. In construing this Agreement, neither party shall be deemed its author.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

"CITY"

"AGENCY"

By: _____

BOB PRICE
Mayor

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO CONTENT:
WATER RESOURCES DEPARTMENT

APPROVED AS TO FORM:

By: _____

GENE BOGART
Water Resources Manager

By: _____

Attorney for AGENCY

APPROVED AS TO FORM:

JUDY K. SKOUSEN
City Attorney

By: _____

ALAN D. DANIEL
Assistant City Attorney

COUNTERSIGNED:

By: _____

GREGORY J. KLIMKO
Finance Director

ADD:dlr

PIONEER PROJECT JOINT OPERATING AGREEMENT
LIST OF EXHIBITS AND ATTACHMENTS

Exhibits

- Exhibit "A" -- 2800 Acre Recharge Facility and Pioneer Property
- Exhibit "B" -- Project Area Recharge Map
- Exhibit "C" -- Project Area Recovery Map
- Exhibit "D" -- Pioneer Project Participation Agreement
- Exhibit "E" -- Exhibit 3: "Declaration of Covenants, Conditions and Restrictions" of the "Transfer and Exchange Agreement" between the Kern County Water Agency and the Kern Water Bank Authority.
- Exhibit "F" -- CITY/AGENCY Agreement No. 84-232
- Exhibit "G" -- CITY/AGENCY Agreement No. 93-158

APPENDIX I
Kern Water Bank Transfer and Exchange Agreement

TRANSFER AND EXCHANGE AGREEMENT

This Transfer and Exchange Agreement ("Agreement") is entered into this 13th day of September, 1995, by and between Kern County Water Agency, a California public agency ("Agency"), and Kern Water Bank Authority, a California joint powers agency ("KWBA").

Recitals

A. Agency has entered into, or contemplates entering into, that certain "Agreement for the Exchange of the Kern Fan Element of the Kern Water Bank" by and between the Department of Water Resources ("DWR"), as Transferor, and Kern County Water Agency as Transferee (the "Master Agreement"). A copy of the Master Agreement is attached hereto as Exhibit A.

B. Pursuant to the terms of the Master Agreement, Agency may transfer all or any portion of the property to be transferred to Agency pursuant to the terms of the Master Agreement. The parties hereto wish to convey a portion of such property to KWBA immediately upon the close of escrow under the Master Agreement. This Agreement is intended to be such an agreement as provided for in the Master Agreement.

C. Agency and representatives of certain other parties approved that certain document entitled "Implementation of the Monterey Agreement among the Kern County Water Agency, State Water Project Agricultural Contractors, and Member Units of the Kern County Water Agency" dated as of March 30, 1995 ("Implementation Agreement"). On March 30, 1995, representatives of the Agency and certain members of the KWBA namely, Dudley Ridge Water District, Wheeler Ridge Maricopa Water Storage District, Paramount Farming Company (in its capacity as predecessor-in-interest to Westside Mutual Water Company, LLC) and Cawelo Water District (which has withdrawn from the project) agreed to that certain document entitled "STATEMENT OF PRINCIPLES BY THE KERN COUNTY WATER AGENCY, ACTING FOR ITSELF AND ITS IMPROVEMENT DISTRICT NO. 4, DUDLEY RIDGE WATER DISTRICT, CAWELo WATER DISTRICT [SEMITROPIC WATER STORAGE DISTRICT], WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT AND PARAMOUNT FARMING COMPANY FOR THE DEVELOPMENT, OPERATION AND MAINTENANCE OF THE KERN FAN ELEMENT OF THE KERN WATER BANK" dated as of March 30, 1995 ("Statement of Principles"). This Agreement is intended to implement the Statement of Principles and those provisions of the Implementation Agreement pertaining to the transfer of the Kern Fan Element of the Kern Water Bank from Agency to KWBA for the purpose of constructing and operating a groundwater recharging project (the "Project") on the Property.

D. As part of the Statement of Principles the Agency was authorized to approve the initial type and structure of a public agency to which the property would be conveyed and to this end, the Agency has approved the "Joint Powers Agreement for the Kern Water Bank Authority," dated October 16, 1995, and pursuant to such agreement the Kern Water Bank Authority was duly formed.

E. Capitalized terms not otherwise defined herein shall have the meaning given to such term in the Master Agreement.

Agreement

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Transfer and Exchange of Property.

1.1 Agency hereby agrees to transfer and exchange to KWBA the following property (collectively the "Property"):

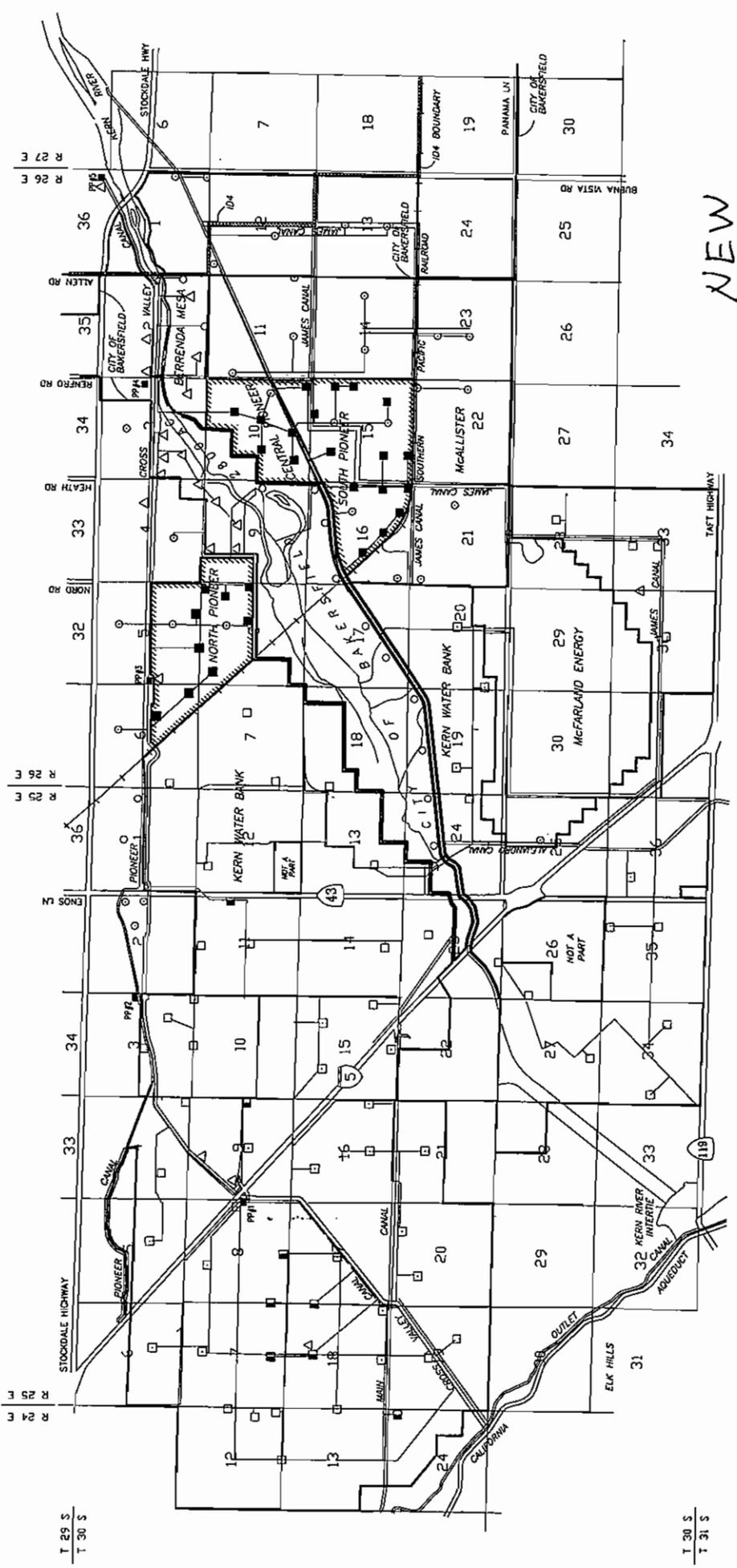
1.1.1 Approximately 19,890 acres of real property together with all Improvements (including the Monitoring Wells listed on Exhibit 1.8 of the Master Agreement) thereon located within Kern County, California, and other items of property (collectively, the "Real Property"), as more fully described in Exhibit 1.1A hereto. The Real Property to be conveyed to KWBA generally consists of all of the lands to be conveyed to Agency under the Master Agreement; but excluding approximately 573.18 acres located in the Rosedale-Rio Bravo Water Storage District, as more fully described in Exhibit 1.1B (the "Excluded Property").

1.1.2 The Personal Property, and Property Rights associated with the Real Property, all as described in the Master Agreement.

1.2 In connection with and pursuant to the exchange for the Property, KWBA agrees to transfer or cause the transfer for and on behalf of KWBA of the following like-kind property:

1.2.1 The 45,000 acre-feet of "Retired Water Entitlement" referred to in Section 1.17 of the Master Agreement consisting of:

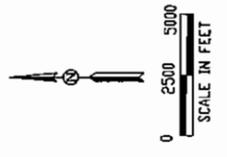
~~(a) 36,340 acre-feet in the aggregate from the Table 1 Contract Entitlements of the Belridge Water Storage District, Lost Hills Water District, Semitropic Water Storage District, Tejon-Castac Water District and Wheeler Ridge Maricopa Water Storage District in their respective long term member unit water supply contracts with the Agency;~~



NEW

LEGEND

- Existing Ag Wells
- Future Wells
- △ Existing Agency Wells
- Existing Lo Hacienda Wells
- Existing KFE Wells
- Existing KFE Expansion Wells
- Existing Wells Owned by Others



- Agency Pipeline
- KCWA North, Central & South Pioneer
- Property Line, other than Pioneer

Kern County Water Agency
Kern County, California

**PIONEER GROUNDWATER RECHARGE
AND RECOVERY PROJECT
RECOVERY FACILITIES**

December 20, 1996

The Board of Directors of the Kern County Water Agency met in a regular board meeting of the Board of Directors at the hour of 3:00 p.m. at the office of the Agency, 3200 Rio Mirada Drive, in Bakersfield.

Present: Directors: Henry Garnett, Gene Lundquist, Ann Mathews,
Peter Frick, Mike Radon, Terry Rogers & Fred Starrh

Absent: Directors: None

Present for the Agency: Thomas N. Clark, General Manager
John Stovall, General Counsel
Robert K. Bellue, Chief Engineer
Pam Bosworth, Board Secretary

President Rogers called the meeting to order at 3:10 p.m.

Subject: Public Comment

None.

Action: Director Starrh made a motion and Director Lundquist seconded to approve the November 22, 1996 board minutes as mailed.

Ayes: All

Subject: Report of the General Manager

Tom Clark stated Arvin-Edison Water Storage District and Metropolitan Water District Program has been receiving a lot of bad publicity including from our local newspaper. The Agency has met with both districts and have had very satisfactory discussions. At our January board meeting we will be discussing the terms of which the Agency will support the program. All aspects of the program that the Agency has seen thus far, indicates a successful outcome. The concerns indicated in the paper from people in the North, i.e. Fresno, Merced, have been very inaccurate. There has not been much said in our local paper. Tom asked if the Board were in agreement, authorize staff to send a letter from our Board President to Arvin-Edison Water Storage District's Board President, stating that the working relationship between our districts has been satisfactory and we anticipate taking this subject up at the January board meeting indicating our support of this concept. This letter would be sent to the Bakersfield Californian to defuse the negative publicity being published on this issue.

Subject: Improvement District No. 4 Committee

Jim Beck reported that a vacancy on the Urban Bakersfield Advisory Committee has been created with the leaving of Hugh Williams. The last of the entitlement water was delivered as of December 31. Jim and Bob Bellue have been active in the Pioneer Agreements.

Subject: Improvement District No. 3 Committee

No report.

Subject: Administrative Committee

Action: Director Garnett made a motion and Director Frick seconded to approve payment of the bills for the month of November in the amount of \$4,043,077.24.

Ayes: All

Action: Director Garnett made a motion and Director Lundquist seconded to authorize claims for the claimants on Exhibit B of the bills totaling \$804.14 be approved, subject to the Agency receiving payment by the reimbursing authority and the work approved by Agency staff.

Ayes: All

Director Garnett presented the Financial Report. No action was taken.

Action: Director Garnett made a motion and Director Frick seconded to adopt Resolution No. 53-96 offering two years service credit for early retirement to the eligible employees who fill the positions listed in Exhibit A attached to the resolution.

Roll Call Vote: Directors: Ayes: Starrh, Frick, Garnett, Radon, Lundquist,
Mathews & Rogers

Noes: None

No Federal/State Delta issues were discussed.

Action: Director Frick made a motion and Director Starrh seconded to approve payment to the Family Farm Alliance of \$4,446.07 from the General Fund as the Agency share of expense of recent Congressional outreach tours per billing of December 16, 1996.

Ayes: All

Subject: Policy Committee

Tom Clark reported on the status of CALFED and related activities earlier at the committee meeting.

Tom Clark reported on the meeting with the City of Bakersfield on the Strategic Plan earlier at the committee meeting.

Tom distributed an article to the directors entitled, "Babbit, the Colorado River" asking them to read it because it will ultimately affect us on the State Project.

President Rogers adjourned the board meeting to closed session at 3:55 p.m.

President Rogers reconvened the meeting at 4:05 p.m.

Subject: Public Hearing

Rogers: In accordance with the provisions of the California Environmental Quality Act Guidelines Section 15074, and pursuant to authority of Sections 21083 and 21087 of the Public Resources Code, we now open a public hearing by the Kern County Water Agency Board of Directors regarding the proposed Negative Declaration on the Pioneer Groundwater Recharge and Recovery Project, dated November 13, 1996. The hearing was advertised to be held at 4:00 p.m. on Friday, December 20, 1996 at the office of the Kern County Water Agency, 3200 Rio Mirada Drive. The purpose of the hearing is to allow the Agency, as Lead Agency, to consider the public comments on the proposed Negative

talked to their staff that had prepared that letter and they told me that is their standard form letter they send out on all CEQA documents and that is their normal procedure and they understand that we are in compliance with ESA now and would only have to consult with them in the future if we ever decide to fallow the property.

Stovall: We'll mark that as "Exhibit 2" for the record.

Clark: I think it is important to note here John that the U.S. Fish and Wildlife had no adverse comments in their letter on the CEQA process.

Stovall: That's correct.

Clark: They were clarifying as to what our obligations are under Federal statutes.

Stovall: That's correct. We also have a letter which I will mark as "Exhibit 3" from Chevron Pipeline Corporation dated December 13. Kane is that the letter we received?

Totzke: Yes that's correct.

Stovall: And "Exhibit 4" will be a letter from the Agency dated December 19. Is that the letter we sent to Chevron in response to their comment?

Totzke: Yes it is.

Stovall: I think that's it unless the board has questions.

Rogers: OK, thank you Kane. Are there any others who wish to testify?

Stovall: Again, the record should reflect that no one has indicated a desire to testify.

Rogers: OK, I guess the next step would be to close the hearing?

Action: Director Starrh made a motion and Director Frick seconded to close the hearing on KCWA/Pioneer Negative Declaration.

Ayes: All

Action: Director Frick made a motion and Director Starrh seconded to adopt Resolution No. 58-96 entitled *Determinations and Findings with Respect to the Pioneer Groundwater Recharge and Recovery Project*, thereby approved the Negative Declaration.

Roll Call Vote: Directors: Ayes: Starrh, Frick, Garnett, Radon, Lundquist,
Mathews & Rogers

Minutes approved by the Board of Directors of the Kern County Water Agency this ____
day of _____, 1997.

**BOARD OF DIRECTORS OF THE
KERN COUNTY WATER AGENCY**

By _____
President

ATTEST:

By _____
Board Secretary

BOARD ACTIONS

December 20, 1996

GENERAL MANAGER

Director Frick made a motion and Director Starrh seconded to authorize staff to submit a letter from the Agency's Board President to Arvin-Edison WSD's Board President in support of the water transfer between Arvin-Edison and Metropolitan Water District.

MOTION PASSED

Director Lundquist made a motion and Director Starrh seconded to adopt Resolution No. 56-96 commemorating Jerry Cappello.

MOTION PASSED

GENERAL COUNSEL

Director Mathews made a motion and Director Frick seconded that upon advice of its General Counsel, the Board finds that there is need for discussion as comprehended by and pursuant to Section 54956.9 (a), (b) and (c) of the Government Code, regarding PCL v. DWR, Seventh Standard v. KCWA, CVC Participants v. KCWA, KCWA v. Participants, and pending litigation, and therefore approves a closed session to be convened on this day prior to the public hearing on KCWA/Pioneer Project Negative Declaration, to discuss these matters.

MOTION PASSED

ADMINISTRATIVE COMMITTEE

Director Garnett made a motion and Director Frick seconded to approve payment of the bills for the month of November in the amount of \$4,043,077.24.

MOTION PASSED

Director Garnett made a motion and Director Lundquist seconded to authorize claims for the claimants on Exhibit B of the bills totaling \$804.14 be approved, subject to the Agency receiving payment by the reimbursing authority and the work approved by Agency staff.

MOTION PASSED

Director Garnett made a motion and Director Frick seconded to adopt Resolution No. 53-96 offering two years service credit for early retirement to the eligible employees who fill the positions listed in Exhibit A attached to the resolution.

MOTION PASSED

Director Garnett made a motion and Director Mathews seconded to add a definitional note to section 2 of policy 300-080 defining "continuous service" as that service of a regular employee not broken into blocks of less than one week, or of a temporary employee not broken into blocks of less than one week when converted to regular status.

MOTION PASSED

Director Garnett made a motion and Director Lundquist seconded to adopt Resolution No. 59-96 approving the Agency's 1997 Investment Policy for calendar year 1997 as outlined in staff memorandum to the Administrative Committee, Agenda Item No. 5, dated December 20, 1996.

MOTION PASSED

Board Actions
December 20, 1996
Page Three

MISCELLANEOUS

Director Mathews made a motion and Director Starrh seconded to nominate Director Lundquist to the position of President of the Kern County Water Agency Board of Directors for 1997.

MOTION PASSED

Director Garnett made a motion and Director Mathews seconded to appoint Pam Bosworth to the position of Board Secretary of the Kern County Water Agency Board of Directors for 1997.

MOTION PASSED

Director Radon made a motion and Director Lundquist seconded to appoint Director Rogers to the position of Vice President of the Kern County Water Agency Board of Directors for 1997.

MOTION PASSED

RECEIVED WITH FEE
RECEIPT # 00580

NOV 13 1996

KERN COUNTY WATER AGENCY
INITIAL STUDY AND
PROPOSED NEGATIVE DECLARATION
FOR THE
PIONEER GROUNDWATER RECHARGE
AND RECOVERY PROJECT

TO WHOM IT MAY CONCERN

Please ask at the counter
if you would like to view
this document.

Deputy DeJ Gathies

Prepared by the Kern County Water Agency, November 13, 1996

Notice of Environmental Document
Posted by County Clerk on 11-13-96
and for 30 days thereafter, Pursuant to
Section 21152(C), Public Resources Code



KERN COUNTY
WATER AGENCY

Directors

GROUNDWATER
Pioneer

Fred L. Starrh
Division 1

TO: All Responsible Agencies and Interested Parties

Terry Rogers
President
Division 2

FROM: Thomas N. Clark

Peter Frick
Division 3

DATE: November 13, 1996

Michael Radon
Division 4

SUBJECT: California Environmental Quality Act (CEQA) Compliance for the Pioneer Ground Water Recharge and Recovery Project

Adrienne J. Mathews
Division 5

Pursuant to the California Environmental Quality Act (CEQA), the Kern County Water Agency (Agency) will be the Lead Agency and has prepared an Initial Study Checklist and Explanation of Responses and Proposed Draft Negative Declaration for the Pioneer Ground Water Recharge and Recovery Project. We are soliciting the views of your agency as to the scope and content of the environmental information which is applicable to your agency's statutory responsibilities in connection with the proposed project.

Henry C. Garnett
Division 6

Gene A. Lundquist
Division 7

Thomas N. Clark
General Manager

In order to review and consider your comments during the public review period, the Agency requests that all comments be received no later than December 13, 1996. Following the review and comment period, the Initial Study and Negative Declaration will be presented for adoption by the Agency Board of Directors at a public hearing to be held on December 20, 1996. Please submit comments to:

John F. Stovall
General Counsel

Mr. Thomas N. Clark, General Manager
Kern County Water Agency
P.O. Box 58
Bakersfield, CA 93302-0058

If you require any further information, please contact Kane Totzke at (805) 634-1468.

Sincerely,

Thomas N. Clark
General Manager

Enclosures

Mailing Address:
P.O. Box 58
Bakersfield, CA 93302-0058
Phone: 805/634-1400
Fax: 805/634-1428

**INITIAL STUDY
ENVIRONMENTAL CHECKLIST**

I. PROJECT INFORMATION

1. Project Name and Number: Pioneer Ground Water Recharge and Recovery Project

2. Proponent or Applicant: Kern County Water Agency

3. Project Location: The Project is located west of the City of Bakersfield and includes, the Agency Pioneer Property, the Kern Water Bank property, portions of the Kern River Channel, and various other canals and private properties in the vicinity of the Kern River fan area (see attached location map).

4. Agency and Department Preparing Initial Study: Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308

5. Project Description: See attached Initial Study

6. Environmental Effect: See attached Initial Study

II. ENVIRONMENTAL IMPACTS

(Explanation for all "yes" and "maybe" responses are provided on attached sheets. Beneficial impacts shown in parenthesis: (x))

<u>Issue Area</u>	<u>Potential Impact?</u>			<u>Is it Significant?</u>		
	<u>Yes</u>	<u>Maybe</u>	<u>No</u>	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
1. Geology, Soils, and Topography. Will the proposal result in:						
a. Change in topography or ground surface relief features?	<u>X</u>	—	—	—	—	<u>X</u>
b. Disruptions, displacements, Compaction or overcovering of soil?	<u>X</u>	—	—	—	—	<u>X</u>
c. Unstable earth conditions or in changes in geological substructures?	—	—	<u>X</u>	—	—	—
d. The destruction, covering or modification of any unique geological, paleontological or physical features?	—	—	<u>X</u>	—	—	—
e. Any increase in wind or water erosion of soils, either on or off the site?	—	<u>X</u>	—	—	—	<u>X</u>
f. Exposure of people or property to geological hazards such as earthquakes, landslides, fault ruptures, high seismicity, subsidence, liquefaction, expansive soils, mudslides, ground failure, or similar hazards?	—	<u>X</u>	—	—	<u>X</u>	—
g. Changes in deposition or erosion of beach sands, or changes in siltation, deposition or erosion which may modify the channel of a river or stream or bed of the ocean or any bay, inlet or lake?	—	—	<u>X</u>	—	—	—
2. Water Resources. Will the proposal result in:						
a. Changes in currents, or the course of direction of water movements, in either marine or fresh waters?	<u>X</u>	—	—	—	—	<u>X</u>
b. Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff?	<u>(X)</u>	—	—	—	—	<u>X</u>
c. Alteration to the course or level of flood waters?	—	<u>(X)</u>	—	—	—	<u>X</u>

<u>Issue Area</u>	<u>Potential Impact?</u>			<u>Is it Significant?</u>		
	<u>Yes</u>	<u>Maybe</u>	<u>No</u>	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
d. Exposure of people or property to water related hazards such as flooding or tidal waves?	—	—	<u>X</u>	—	—	—
e. Change in the amount of surface water in any water body?	—	—	<u>X</u>	—	—	—
f. Discharge into surface waters, or any alteration of surface water quality?	<u>X</u>	—	—	—	<u>X</u>	—
g. Change in the quantity of ground waters, through additions, withdrawals, change in recharge area, or through exposure of an aquifer by cuts or excavations?	<u>(X)</u>	—	—	<u>X</u>	—	—
h. Change in groundwater quality?	<u>X</u>	—	—	—	<u>X</u>	—
i. Alteration of the direction or rate of the flow of ground waters?	<u>X</u>	—	—	—	<u>X</u>	—
j. Reduction in the amount of water otherwise available for public water supplies?	<u>(X)</u>	—	—	<u>X</u>	—	—
3. Air Quality. Will the proposal result in:						
a. Air emissions or deteriorations of ambient air quality?	<u>X</u>	—	—	—	—	<u>X</u>
b. The creation of objectionable odors?	—	—	<u>X</u>	—	—	—
c. Alteration of air movement, moisture, or temperature, or any change in climate, either locally or regionally?	<u>X</u>	—	—	—	—	<u>X</u>
4. Botanical Resources. Will the proposal result in:						
a. Change in the diversity of species, or number of any species of plants?	—	—	<u>X</u>	—	—	—
b. Reduction of the numbers of habitat of any rare, endangered, or otherwise sensitive species of plants?	—	—	<u>X</u>	—	—	—
c. Disturbance of any sensitive plant community or valuable tree specimens?	—	—	<u>X</u>	—	—	—
d. Introduction of new species of plants into an area, or an impediment to the normal reproductive and growth of existing species?	—	—	<u>X</u>	—	—	—

<u>Issue Area</u>	<u>Potential Impact?</u>			<u>Is it Significant?</u>		
	<u>Yes</u>	<u>Maybe</u>	<u>No</u>	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
5. Fish and Wildlife. Will the proposal result in:						
a. Alteration or loss of fish or wildlife habitat?	<u>(X)</u>	—	—	—	—	<u>X</u>
b. Change in the diversity of species, or numbers of any species of animals (mammals, birds, amphibians, reptiles, fish, shellfish, benthic organisms or insects)?	<u>(X)</u>	—	—	—	<u>X</u>	—
c. Reduction of the numbers or habitat of any endangered or otherwise sensitive species?	—	—	<u>(X)</u>	—	—	<u>X</u>
d. Introduction of new species of fish or wildlife into an area, or result in a barrier to the migration or movement of species?	—	<u>X</u>	—	—	<u>X</u>	—
6. Agriculture. Will the proposal result in:						
a. Reduction in acreage or production of any agricultural crop?	<u>X</u>	—	—	—	—	<u>X</u>
b. Disruption of agricultural activities, including cropping and grazing?	<u>X</u>	—	—	—	—	<u>X</u>
c. Use of Williamson Act lands for non-agricultural uses?	—	—	<u>X</u>	—	—	—
7. Natural Resources. Will the proposal result in:						
a. Increase in the rate of extraction and use of any natural resources?	—	—	<u>X</u>	—	—	—
8. Cultural Resources. Will the proposal result in:						
a. Alteration or destruction of a prehistoric or historic archaeological site?	—	<u>X</u>	—	—	<u>X</u>	—
b. Adverse physical or aesthetic effects to a prehistoric or historic building, structure, or object?	—	—	<u>X</u>	—	—	—
c. A physical change which would affect unique ethnic cultural values?	—	—	<u>X</u>	—	—	—
d. Restrict existing religious or sacred uses within the potential impact area?	—	—	<u>X</u>	—	—	—
9. Land Use and General Plan Consistency. Will the proposal result in:						
a. Conflicts with existing land uses and community character?	—	—	<u>X</u>	—	—	—

<u>Issue Area</u>	<u>Potential Impact?</u>			<u>Is it Significant?</u>		
	<u>Yes</u>	<u>Maybe</u>	<u>No</u>	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
b. Conflicts with future planned land uses and community character?	—	—	<u>X</u>	—	—	—
c. Inconsistency with General Plan policies?	—	—	<u>X</u>	—	—	—
10. Recreation. <i>Will the proposal result in:</i>						
a. Impact upon the quality or quantity of existing and future recreational opportunities?	<u>∞</u>	—	—	—	<u>X</u>	—
11. Aesthetics. <i>Will the proposal result in:</i>						
a. Obstruction of any scenic vista or view open to the public, or will the proposal result in the creation of an aesthetically offensive site open to public view?	—	—	<u>X</u>	—	—	—
12. Light and glare. <i>Will the proposal result in:</i>						
a. New light or glare?	—	<u>X</u>	—	—	—	<u>X</u>
13. Noise. <i>Will the proposal result in:</i>						
a. Increases in existing noise levels?	<u>X</u>	—	—	—	—	<u>X</u>
b. Exposure of people to disturbing noise levels?	—	<u>X</u>	—	—	—	<u>X</u>
14. Population. <i>Will the proposal result in:</i>						
a. Alteration of the location, distribution, density, or growth rate of the human population of an area?	—	—	<u>X</u>	—	—	—
15. Housing. <i>Will the proposal result in:</i>						
a. Affect existing housing, or create a demand for additional housing?	—	—	<u>X</u>	—	—	—
16. Transportation/Circulation. <i>Will the proposal result in:</i>						
a. Generation of additional vehicular movement and traffic volume?	<u>X</u>	—	—	—	—	<u>X</u>
b. Impact upon existing automobile transportation systems and circulation patterns?	<u>X</u>	—	—	—	—	<u>X</u>
c. Effects on existing parking facilities, or demand for new parking?	—	—	<u>X</u>	—	—	—
d. Alteration to waterborne, rail or air traffic?	—	—	<u>X</u>	—	—	—
e. Increase in traffic hazards to motor vehicles, bicycles or pedestrians?	—	—	<u>X</u>	—	—	—

<u>Issue Area</u>	<u>Potential Impact?</u>			<u>Is it Significant?</u>		
	<u>Yes</u>	<u>Maybe</u>	<u>No</u>	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
17. Public Services. <i>Will the proposal have an effect upon, or result in a need for new or altered government services in any of the following areas:</i>						
a. Fire protection?	—	—	<u>X</u>	—	—	—
b. Police protection?	—	—	<u>X</u>	—	—	—
c. Schools?	—	—	<u>X</u>	—	—	—
d. Parks or any other recreational facilities?	—	—	<u>X</u>	—	—	—
e. Maintenance of public facilities, including roads?	—	—	<u>X</u>	—	—	—
f. Other governmental services?	<u>X</u>	—	—	—	<u>X</u>	—
18. Utilities. <i>Will the proposal result in:</i>						
a. A need for new systems, or substantial alterations to public utilities?	<u>X</u>	—	—	—	—	<u>X</u>
19. Human Health. <i>Will the proposal result in:</i>						
a. Creation of any health hazard or potential health hazard (excluding mental health)?	—	<u>X</u>	—	—	<u>X</u>	—
b. Exposure of people to potential health hazards?	—	<u>X</u>	—	—	<u>X</u>	—
20. Risk of Upset. <i>Will the proposal result in:</i>						
a. A risk of an explosion or the release of hazardous substances (including, but not limited to, oil, pesticides, chemicals or radiation) in the event of an accident or upset condition?	—	—	<u>X</u>	—	—	—
21. Energy. <i>Will the proposal result in:</i>						
a. Use of substantial amounts of fuel or energy?	—	<u>X</u>	—	—	—	<u>X</u>
22. Mandatory Findings of Significance. <i>Will the proposal result in:</i>						
a. Potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	—	<u>X</u>	—	—	<u>X</u>	—

b. Potential to achieve short-term, to the disadvantage of long-term, environmental goals? (A short-term impact on the environment in one which occurs in a relatively brief, definitive period of time while long-term impacts will endure well into the future.)	—	—	<u>X</u>	—	—	—
c. Impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resource is relatively small, but where the effect of the total of those impacts on the environment is significant.)	—	<u>X</u>	—	—	<u>X</u>	—
d. Environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	—	<u>X</u>	—	—	<u>X</u>	—

III. DISCUSSION OF ENVIRONMENTAL EVALUATION

Operation of the Project will not result in any significant impacts to the environment. Other impacts deemed to not be significant are related to noise, traffic, air quality (i.e., equipment emissions and fugitive dust). Project activities will not disturb significant prehistoric archeological sites. Should the Pioneer property be permanently fallowed, measures will be developed in cooperation with U.S. Fish and Wildlife Service and the Department of Fish and Game for endangered species habitat Improvements. Measures to protect archeological sites will also be developed.

IV. DISCUSSION OF LAND USE IMPACTS

All or part of the current farming operations on the Pioneer property will be interrupted by the ground water recharge and recovery activities during future years. Farming operations will continue once ground water recharge activities have ceased. Low levees constructed to pond shallow water will be farmed over. Some clean-up of the linear ditches will be required prior to use for irrigation. Since Project lands are currently or have historically been farmed, no impacts will occur to threatened or endangered species. Should the Pioneer property be permanently fallowed, negotiations with the U.S. Fish and Wildlife Service and the California Department of Fish and Game will be initiated for the purpose of obtaining the appropriate incidental "take" permits and will be obtained prior to water recharge in any area where there is a potential impact to threatened and endangered species.

V. DETERMINATION ON THE BASIS OF THIS INITIAL EVALUATION:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on the attached sheet have been added to the project.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

November 13, 1996
Date

Kern County Water Agency
Agency and Department


Signature

Thomas N. Clark
Name

**EXPLANATION OF RESPONSES
INITIAL STUDY CHECKLIST**

Project: Pioneer Ground Water Recharge and Recovery Project

Agency: Kern County Water Agency

1. Geology, Soils, and Topography.

- a. Much of the levee and pond construction work was completed under the 1995 Ground Water Recharge Project. However, the project involves additional construction of recharge ponds and levees. Construction of these facilities will require grading of local topography. Pond levees will be constructed along existing contours to blend in with the landscape.
- b. As noted above, construction of the ponds and levees will require grading compaction of local surface soils at the location of the project facilities.
- c. The project will not uncover or expose any unstable earth conditions and/or unstable geologic substructures.
- d. The project site contains very deep alluvial materials and is not expected to contain significant paleontological resources in the upper soil where grading would occur. In addition, the lands were formerly devoted to irrigated agriculture which disturbed the upper soil levels where Project grading would occur.
- e. Slight increases in wind generated fugitive dust may occur during initial grading; however, this impact can be minimized by the use of a watering truck. The project site has very little relief and therefore, an increase in local water erosion from surface water runoff resulting in increased off-site sedimentation is not expected to occur.
- f. No major faults are located at the site. However, potential seismic impacts could occur from strong ground motion of the deep unconsolidated sediments at the project site, resulting in liquefaction. This condition would be exacerbated by the increase in groundwater storage and groundwater elevation at the site. Historically, there is no evidence to support that ground water recharge and recovery activities result in impacts on project lands from seismic activity. The large drawdowns expected during project operations indicate that there is some potential for subsidence, however it is not expected to be a significant problem.
- g. No significant changes are foreseen.

2. Water Resources.

- a. The project will cause an increase in the diversion of surface water from the Kern River channel to adjacent recharge ponds under certain circumstances. The water will be diverted to new and existing recharge ponds outside the river when river flows are high.

- b. During recharge periods, the project will substantially change the absorption rate and pattern at the project site because water will be impounded in recharge ponds. Surface runoff patterns at the site will be slightly altered due to construction of the shallow ponds and canals and surface runoff will be reduced.
- c. The project facilities will have a minor beneficial impact on flood levels in the area because flood waters will be diverted from the Kern River under high flow conditions.
- d. The ponds will not represent flood hazards failure conditions because there are no private structures, buildings, or properties near the ponds that could be adversely affected.
- e. The project will have no impact on the water level or surface area of any existing pond, lake or reservoir.
- f. During recovery, water quality from recovery wells may differ from water quality in surface canals.
- g. The project will increase the amount of groundwater at the project site during recharge periods. The project has the potential to enhance local groundwater supplies.
- h. The quality of state water to be used for recharge purposes is very good and is not expected to increase the total dissolved solids and organic constituent concentrations in the local ground water; water from the Friant-Kern and Kern River are of excellent quality. However, the quality of water for recharge will vary and must be monitored in order to avoid degradation of local water quality and exacerbation of negative salt balance in the region. Areas of soil contamination from previous oil and agricultural operations occur at or near several proposed recharge areas. Percolation through these soils could adversely affect groundwater quality; these areas will be avoided to the extent feasible.
- i. The project will cause local mounding of groundwater during extended periods of recharge as well as depression of ground water during recovery operations. These activities would result in changes in the direction and movement of groundwater.
- j. The project would have an indirect impact on the amount and availability of public drinking water supplies. The project will increase the amount and reliability of public water supplies provided by the Agency. Overall, the project is considered to have a net beneficial impact on public water supplies.

3. Air Quality.

- a. The project will result in increased air emissions from vehicles and equipment during the construction and operation and maintenance periods. However, the emissions will be short term and no more than from existing agricultural operations.
- b. The project will not result in the generation of objectionable odors.

- c. The project has the potential to increase the levels of humidity at the project site during periods of recharge due to the presence of extensive surface water.

4. Botanical Resources.

- a. The project is not expected to reduce or enhance the diversity of native plants at the project site.
- b. No rare, endangered, or other sensitive plant species are known to be present at or near the proposed project sites.
- c. No sensitive plant community or unusual tree specimens (such as heritage oaks) will be affected by the project.
- d. The project includes shallow recharge ponds which may temporarily enhance conditions for certain aquatic species of plants.

5. Fish and Wildlife.

- a. Construction and operation on project sites will not impact fish or wildlife because construction and operation will occur on actively farmed areas or in existing project areas.
- b. The project will increase the number and diversity of fish and wildlife at the project site by the impounding of water during recharge events, which will increase habitat heterogeneity and therefore, increase vertebrate diversity.
- c. It is anticipated that no impacts will occur to T&E species on any project facilities during the project construction period, because a recent biological baseline survey conducted on the area showed that no T&E species or their habitat were present. This is because the entire area is farmed when not used for the intended purpose as a groundwater recharge and recovery project. The area is used by the San Joaquin Kit fox for foraging habitat, however the area can remain foraging habitat since the lands will remain open space after project completion. Should the Agency decide to permanently fallow the property, agreements with the Department of Fish and Game and Fish and Wildlife Service would be obtained to provide Endangered Species Act protection for T&E species.
- d. The project will attract waterfowl and wetland-associated birds during periods of recharge. The creation of ponds may inhibit movement of certain wildlife but is not expected to represent a substantial new barrier to wildlife movement because dry land will occur around each pond.

6. Agriculture.

- a. On the Pioneer property lands will be taken out of production during recharge and recovery years. However, the project will increase the amount and reliability of agricultural water supplies and contribute beneficially to agricultural production in the region. Approximately 2,300 acres will be taken out of production to provide a dry year supply for over 30,000 acres.
- b. Short term disruption of agricultural production will occur on the Pioneer lands during time when water is available for recharge or as needed for recovery.

- c. None of the lands at the project site are under a Williamson Act contract.

7. Natural Resources.

- a. No increase in the rate of extraction of any natural resource is expected. The location of the proposed ponds and canals will be established to avoid conflicts with existing and future mineral activities.

8. Cultural Resources.

- a. Preliminary field reconnaissance surveys indicate that prehistoric sites are present in areas of higher elevation, and that these sites are also likely to be considered significant under CEQA. Since areas of higher elevation may not be suitable for recharge, no impact to prehistoric sites is anticipated
- b. No historic or prehistoric buildings or structures are present at the sites
- c. Based on information developed to date, no unique ethnic resources are present at the sites.
- d. Based on information developed to date, the sites have not been used for religious purposes.

9. Land Use and General Plan Consistency.

- a. The Pioneer lands were purchased by KCWA for the express purpose of recharge and recovery. Secondary land uses may include wildlife habitat, agricultural activities outside recharge ponds, and possible oil development in between recharge facilities. The proposed project will be consistent with these land uses, and has been designed to specially accommodate them. The proposed uses are consistent with existing land uses on project lands outside the Pioneer property.
- b. See above.
- c. The Kern County General Plan use designations at the project site include Intensive Agriculture (8.1) and Mineral and Petroleum Development (8.5). Water storage is a compatible land use with Intensive Agriculture designation, but is not specifically identified as an allowable use in Mineral and Petroleum areas. The proposed uses are consistent with the General Plan on project lands outside the Pioneer property.

10. Recreation.

- a. The Kern River traverses the project sites. The upstream portions of the Kern River in the 2010 Planning Area are designated as recreational and open space areas in which land uses are regulated by the joint City of Bakersfield and the Kern County Kern River Plan. This plan includes the development of a future bikeway from Bakersfield to the Buena Vista Aquatic Recreational Area. Development of ponds and canals will not impede these plans because the bikeways can be routed through the project site. There is a potential for expansion of existing private hunting clubs on the project site using portions of the new recharge ponds.

11. Aesthetics.

- a. The Project will have the potential to increase the aesthetic value of the area during recharge periods through the creation of wetland oriented areas.

12. Light and Glare.

- a. No nighttime lighting will be permanently installed as part of the proposed project. Some temporary night lighting may occur during well construction and maintenance activities.

13. Noise

- a. Construction of new facilities and operation of well drilling equipment will temporarily increase local noise levels. Operation of wells in dry years may cause noise. However, noise levels are expected to be no greater than existing agricultural activities and there are no noise-sensitive land uses in proximity to the proposed facilities that could be affected.
- b. Persons living south of Stockdale Highway may be able to here elevated noise levels. See above

14. Population.

- a. The proposed project will not displace any residents. Construction will not require the importation of and is likely to be accomplished with existing local contractors. The project recovers water during dry years and will regulate existing water supplies and not create new water supplies.

15. Housing.

- a. See response # 14.

16. Transportation.

- a. There will be additional vehicular and truck traffic on local roads and highways, and on dirt roads within the project sites, during construction. However, the volume of this short-term traffic is expected to be very low and readily accommodated by available capacity on local public roads and highways.
- b. The project will not alter existing public road systems or circulation patterns because no public road will be closed or re-aligned as a result of the project. Construction of the project will increase the number and location of private access roads within the sites.
- c. All parking during construction of the project will occur on site and will have no effect on public facilities.
- d. The project will have no effect on these modes of transportation.
- e. Construction-related traffic will be routed along public roads according to state requirements and is not expected to increase the level of hazards along nearby public roads.

17. Public Services.

- a. The proposed project will not increase the level of fire hazard in the area.
- b. The proposed project will not increase the need for patrols or protection by the Sheriff's or Police Department
- c. The proposed project will not result in greater population and need for schools.
- d. The proposed project will not increase the need for public recreational facilities.
- e. The proposed project will not increase the need for maintenance of public facilities including roads.
- f. The proposed project may cause an increase in the local mosquito population, and therefore require additional vector control by the County Mosquito Abatement District.

18. Utilities.

- a. The proposed pumps will be powered by electricity provided by PG&E or other utility as available. This power will be delivered within the site by a new system of low-voltage wooden power lines mounted on poles.

19. Human Health.

- a. Ponding of water for recharge may result in potential mosquito concerns. However, this vector will be controlled and no adverse human health hazard is expected.
- b. Construction and maintenance workers may be exposed to valley fever during earth moving activities by inhaling spores, if the fungus is present in the soils.

20. Risk of Upset.

- a. The project will not involve the use of any hazardous substances.

21. Energy.

- a. In general, the new pumps will require electrical energy during recovery periods. Overall, energy usage on a per acre basis is expected to not be substantially different from the cumulative annual energy demands associated with irrigation practices in the area based on drought frequencies of one recovery year, totaled every three years.

22. Mandatory Findings of Significance.

- a. The project could have an adverse effect on prehistorical cultural sites. However, mitigation measures will be developed to avoid and minimize significant impacts.

- b. The project is designated to achieve long-term enhancement of local water supplies by increasing reliability of local supplies in the future. As such, the long-term environmental benefits of the project are primary.
- c. The project may be implemented concurrent with similar ongoing projects by City of Bakersfield, Berrenda Mesa WD, Rosedale Rio-Bravo WSD, Buena Vista WSD, West Kern WD and the Kern Water Bank Authority. The proposed project could have cumulative impacts on ground water due to concurrent and overlapping impacts of these similar projects. Formation and operation of the Kern Fan Monitoring Committee under the Memorandum of Understanding regarding operation and monitoring of the Kern Water Bank ground water banking programs is expected to mitigate these impacts.
- d. See 19(b) above.

KERN COUNTY WATER AGENCY
PROPOSED NEGATIVE DECLARATION
FOR THE
PIONEER GROUND WATER RECHARGE
AND RECOVERY PROJECT

November 13, 1996

KERN COUNTY WATER AGENCY
PROPOSED NEGATIVE DECLARATION

This is prepared pursuant to the California Environmental Quality Act, Division 13, of the Public Resources Code, and in accordance with the State CEQA Guidelines.

PROPOSED PROJECT: With sponsorship of the Kern County Water Agency (Agency), the "Pioneer Ground Water Recharge and Recovery Project" provides for the coordinated operation of existing ground water recharge and recovery facilities with specified new recovery wells to be constructed on the Pioneer property for the beneficial purposes of ground water replenishment, recharge, storage, conservation and recovery of surface water supplies from the State Water Project, Central Valley Project, Kern River and other available local supplies.

DESCRIPTION OF THE PROJECT: A brief description of the "Pioneer Ground Water Recharge and Recovery Project" is as follows:

1. The proposed Project is for the beneficial use, by ground water recharge, conservation and subsequent recovery of water from the Kern River, Kaweah River, Kings River, Tule River and Central Valley Project supplies, from the Faint-Kern Canal, or the California Aqueduct and State Water Project supplies consistent with applicable biological opinions. Recharge shall be performed through the coordinated operation of existing ground water recharge facilities along with specified new facilities to be constructed on the Pioneer property. Recovery of water will be by a number of new and existing wells located throughout the Project area (see Project Description and Project map on attached Initial Study).

LOCATION OF PROJECT: The proposed Project would be located in the County of Kern, State of California, west of the City of Bakersfield and includes use of the following project areas for ground water recharge and recovery. They are the City of Bakersfield 2800-Acres, the Berrenda Mesa spreading grounds, the Kern Water Bank property, the Pioneer property, certain private lands south of the Kern River, the James and Pioneer Canal systems, the Alejandro Canal, the Main Canal, and the Kern River Channel as designated in the Initial Study.

FINDINGS WHICH SUPPORT NEGATIVE DECLARATION: After making an assessment of the possible impacts of the proposed Project and reviewing an Initial Study dated November 13, 1996, the Board of Directors of the Kern County Water Agency has determined that the proposed Project as modified will not have any significant effect on the environment, either directly or indirectly.

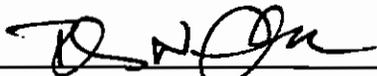
INITIAL STUDY: A copy of an Initial Study, and referenced materials, prepared by Agency staff, dated November 13, 1996, is attached.

MITIGATION MEASURES: Mitigation measures which have been included in the proposed Project to avoid potentially significant environmental effects are as follows:

1. Throughout the term of the proposed Project, Project water quality, ground water monitoring and ground water recharge losses will be addressed consistent with the draft Memorandum Of Understanding, dated 3/30/95 regarding operation and monitoring of the KWB ground water banking program and consistent with the draft Memorandum Of Understanding, regarding Principles Governing Implementation of the Pioneer Project, dated October 16, 1995.

2. Recharge areas will be designed and located to avoid areas suspected to have hydrocarbon contamination and not to interfere with oil or gas pipelines or other sensitive oilfield areas.
3. Project recharge areas will be designed and located so as to avoid any known prehistoric or historic archaeological sites.

CONTACT PERSON, TELEPHONE NUMBER: Mr. Thomas N. Clark, General Manager, Kern County Water Agency, P.O. Box 58, Bakersfield, CA. 93302; (805) 634-1400. If you require additional information regarding this proposed Project, please contact Mr. Kane Totzke, Kern County Water Agency, (805) 634-1468.



Thomas N. Clark, General Manager

November 13, 1996

Date

AD NUMBER 7555
Class 520
BB/PD-NEG DECLAR

THE BAKERSFIELD CALIFURNIAN
P.O. BOX 440
BAKERSFIELD, CA 93302

Start 11/16 Stop 11/16 Run times 1 Run days/dates 16

52 Billing lines 4.32 Inches Solicitor I.D.: 10ELAINE

Total cost 67.60 Rate L1 Account 1K080

First Line of Ad: EXHIBIT "A" NOTICE OF PUBLIC HEARING 0

Billing address:

Mailing address:

KERN CO. WATER AGENCY/LEGALS
PO BOX 58

BAKERSFIELD CA 93302

RECEIVED

NOV 21 1996

K.C.W.A.

COUNTY OF KERN, AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF KERN, STATE OF CALIFORNIA, UNDER DATE OF FEBRUARY 5, 1952, CASE NUMBER 57610; THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

Nov 16,

ALL IN THE YEAR 1996

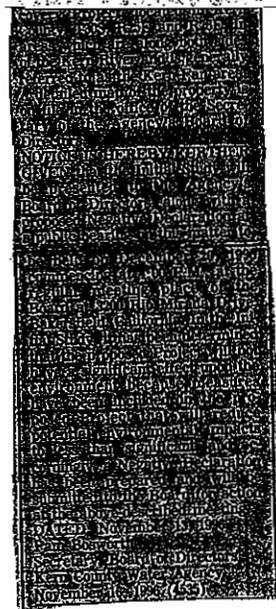
I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Francis Alsho,

Signature

DATED AT BAKERSFIELD CA

Nov 16, 1996



PROOF OF PUBLICATION

NOTICE OF DETERMINATION

TO: Office of the Governor
Office of Planning and Research
State Clearinghouse
1400 Tenth Street, Room 12
Sacramento, Ca 95814

FROM: Kern County Water Agency
P.O. Box 58
Bakersfield, CA 93302

ENDORSED
FILED
KERN COUNTY
DEC 23 1996
JAMES A. RHODES, CLERK
BY DEPUTY

RECEIVED WITHOUT FEE
BILLED ON 12-26-96

FEE RECEIVED
RECEIPT # 00580

on 11-15-96

SUBJECT: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code.

PROJECT TITLE: Kern County Water Agency Interim Pioneer Ground Water Project (SCH# 96111037)

PROJECT LOCATION: Generally west of the City of Bakersfield between Stockdale Hwy and Panama Ln, as shown on attached map

PROJECT DESCRIPTION: Property will be used for groundwater recharge and recovery

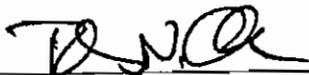
This is to advise that the Kern County Water Agency (Lead Agency) has approved the above described project on Decemember 20, 1996, and has made the following determinations regarding the above described project:

1. The project will, will not, have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were, were not, made a condition of approval for this project.
4. A statement of Overriding Considerations was, was not, adopted for this project.

This is to certify that a copy of the Negative Declaration with comments and responses and record of project approval is available to the general public at:

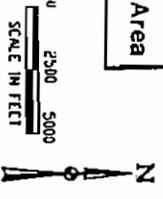
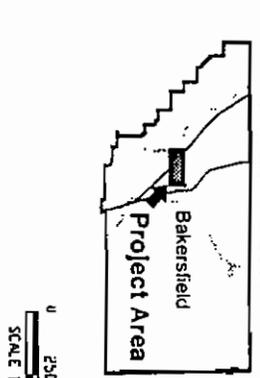
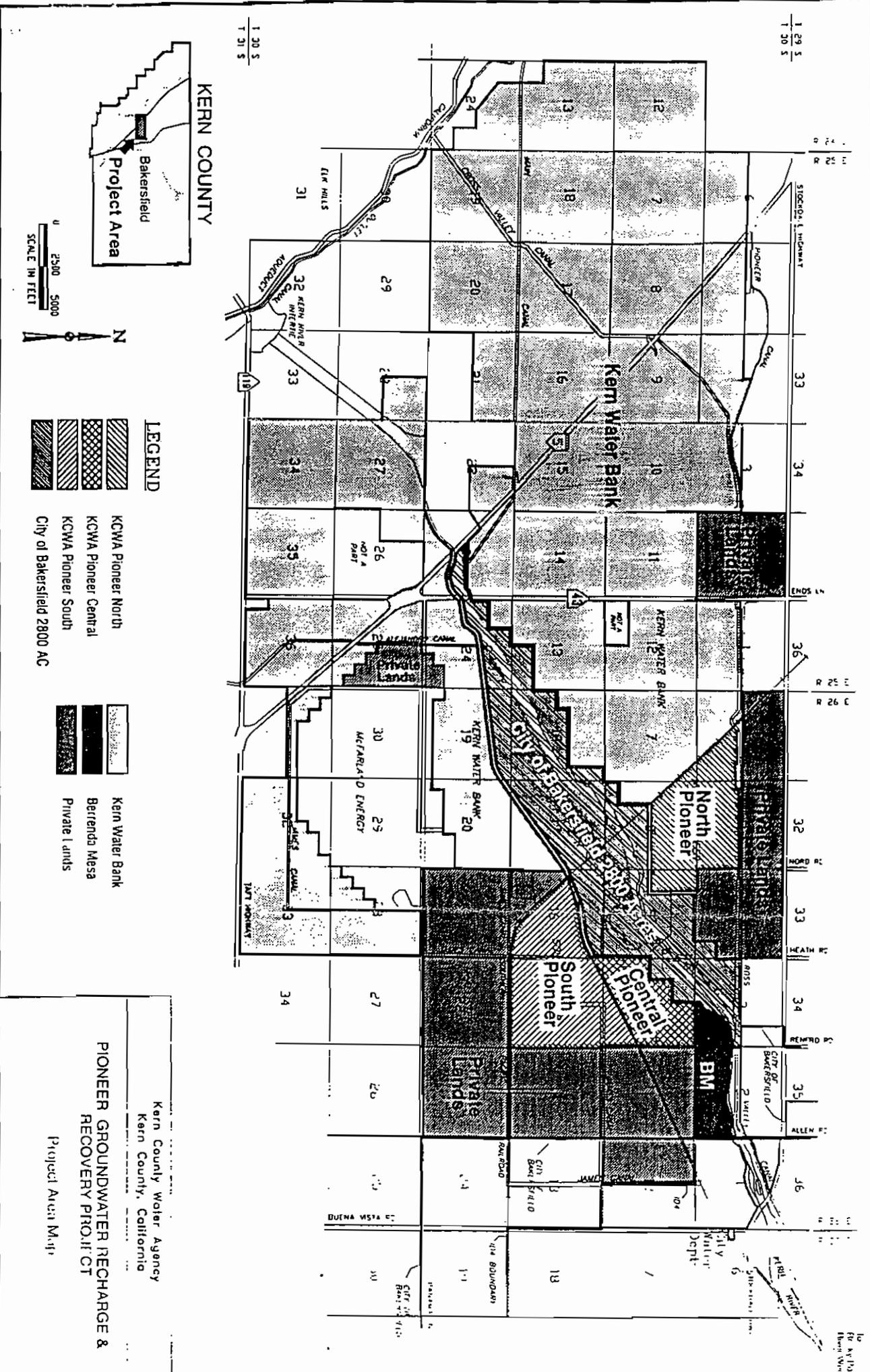
Administrative Offices, Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308.

Date Received for Filing: _____


Signature

General Manager
Title

Notice of Environmental Document
Posted by County Clerk on 12-26-96
and for 30 days thereafter, Pursuant to
Section 21152(C), Public Resources Code



LEGEND

[Diagonal lines /]	KCWA Pioneer North	[Stippled pattern]	Kern Water Bank
[Diagonal lines \]	KCWA Pioneer Central	[Solid black]	Berrenda Mesa
[Cross-hatch pattern]	KCWA Pioneer South	[Dotted pattern]	Private lands
[Horizontal lines]	City of Bakersfield 2800 Acres		

PIONEER GROUNDWATER RECHARGE & RECOVERY PROJECT
 Kern County Water Agency
 Kern County, California
 Project Area Map

add:\pioneer\apenew\msh\cbr_12121900



KERN COUNTY
WATER AGENCY

MEMORANDUM
GROUNDWATER
Pioneer

TO: Water Management Committee
Agenda Item No. 1

BCWat.Man

FROM: Kane Totzke *KT*

DATE: December 20, 1996

SUBJECT: Pioneer CEQA Compliance

*memo is to prepare the Board for
the upcoming public hearing*

Issues:

Approve the Negative Declaration for the Pioneer Groundwater Recharge and Recovery Project subject to satisfactory conclusion of the Public Hearing.

Recommended Motion:

At the close of the public hearing and absent any significant comments or testimony received at the hearing, adopt Resolution 58-96 entitled *Determinations and Findings with Respect to the Pioneer Groundwater Recharge and Recovery Project*, thereby approving the Negative Declaration.

Discussion:

Staff believes it is necessary to provide testimony at the public hearing to consider adoption of the Negative Declaration. The testimony concerns some minor discrepancies between maps and the text describing these maps. Greater detail will be provided at the hearing. The hearing is scheduled for 4:00 pm today. To date, staff has received two written comments regarding the proposed Negative Declaration. The Agency responded to the comments received from the Chevron Pipeline Company. The comments and responses are attached and incorporated by reference into appendix A of the Negative Declaration. The Board should receive any additional comments or other testimony at today's hearing and deliberate as to whether the proposed Negative Declaration as prepared will be adopted.

At the October 24, 1996 board meeting, you reviewed an Initial Study and Environmental Checklist prepared by staff and authorized publication of the Agency's Notice of Intent to adopt a Negative Declaration for the Pioneer Groundwater Recharge and Recovery Project as described in the Initial Study and Negative Declaration. The Pioneer Groundwater Recharge and Recovery Project provides for the coordinated operation of existing recharge and recovery facilities with specified new recovery wells and recharge facilities to be constructed on the Pioneer property. The public notice was duly published and the proposed Negative Declaration, Initial Study and Environmental Checklist were filed with the County Clerk and State Clearing House on November 18 and were distributed to responsible agencies and interested parties. The public notice invited comments and designated December 20, 1996 as the hearing date to receive additional comments on the proposal.

Attached as Exhibit "B" to Resolution 58-96 is the "Notice of Determination" to be filed with the County Clerk and State Clearinghouse upon adoption of the Negative Declaration.

BEFORE THE BOARD OF DIRECTORS
OF THE
KERN COUNTY WATER AGENCY

In the Matter of:

DETERMINATIONS AND FINDINGS *
WITH RESPECT TO THE *
PIONEER GROUNDWATER RECHARGE *
AND RECOVERY PROJECT *
_____ *

I, Pam Bosworth, Secretary of the Board of Directors to the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director _____ and seconded by Director _____, was duly passed and adopted by said Board of Directors at an official meeting hereof this 20th day of December, 1996, by the following vote, to wit:

Ayes:

Noes:

Absent:

Secretary of the Board of Directors
of the Kern County Water Agency

RESOLUTION NO. 58-96

WHEREAS, the Board of Directors (the "Board") of the Kern County Water Agency (the "Agency") has had prepared, circulated and presented to it, and has reviewed and considered an Initial Study , Environmental Checklist ,dated November 13, 1996, and a proposed Negative Declaration (Exhibit "A") attached

thereto, all pertaining to the Pioneer Groundwater Recharge and Recovery Project; and

WHEREAS, the Agency has received comments from several responsible agencies and interested parties and incorporated those comments, together with the Agency's response to those comments, in the appendix of the Negative Declaration.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Agency as follows:

The Board hereby finds and determines that the foregoing recitals, are true and correct.

I. Section 1. Review of Evidence

The Board has reviewed and considered the contents of the Initial Study and proposed Negative Declaration, the presentation to the Board made by staff pertaining to same, and the comments received from the public both during a public hearing conducted by the Board on December 20, 1996 and received during the required environmental review period; and

2. Section 2. Approval of Negative Declaration

Based upon the afore-described evidence, the Board hereby finds;

- a) that there is no substantial evidence that the Pioneer Groundwater Recharge and Recovery Project with the mitigation measures provided therein will have a significant effect on the environment;
- b) that the mitigation measures therein are incorporated within the scope of the project, and the project as defined will not have a significant effect on the environment.

Therefore, in accordance with such findings, the Board approves the Negative Declaration submitted in conjunction with the Initial Study and hereby directs staff to prepare and file a Notice of Determination (in the form attached hereto as Exhibit "B") in compliance with the California Environmental Quality Act (Public Resources Code Sections 21000, et seq.); and

3. Section 3. Finding of No Impact on Wildlife

The Board hereby further finds that, when considering the record as a whole, there is no substantial evidence before the Board that the proposed Project will have potential for an adverse effect on wildlife resources or the habitat upon which the wildlife depends on. If subsequent information becomes available indicating potential impacts to Federal and State listed or sensitive species as defined under the Federal Endangered Species Act, the Agency will comply with all mandatory State and Federal laws.

NOTICE OF DETERMINATION

TO:
Office of the Governor
Office of Planning and Research
State Clearinghouse
1400 Tenth Street, Room 121
Sacramento, Ca 95814

FROM:
Kern County Water Agency
P.O. Box 58
Bakersfield, CA 93302

SUBJECT: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code.

PROJECT TITLE: Kern County Water Agency Interim Pioneer Ground Water Project (SCH# 96111037)

PROJECT LOCATION: Generally west of the City of Bakersfield between Stockdale Hwy and Panama Ln, as shown on attached map

PROJECT DESCRIPTION: Property will be used for groundwater recharge and recovery

This is to advise that the Kern County Water Agency (Lead Agency) has approved the above described project on Decemember 20, 1996, and has made the following determinations regarding the above described project:

1. The project will, will not, have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.

 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were, were not, made a condition of approval for this project.
4. A statement of Overriding Considerations was, was not, adopted for this project.

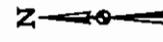
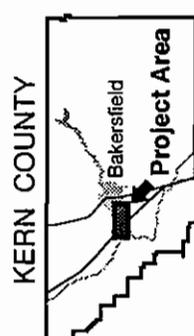
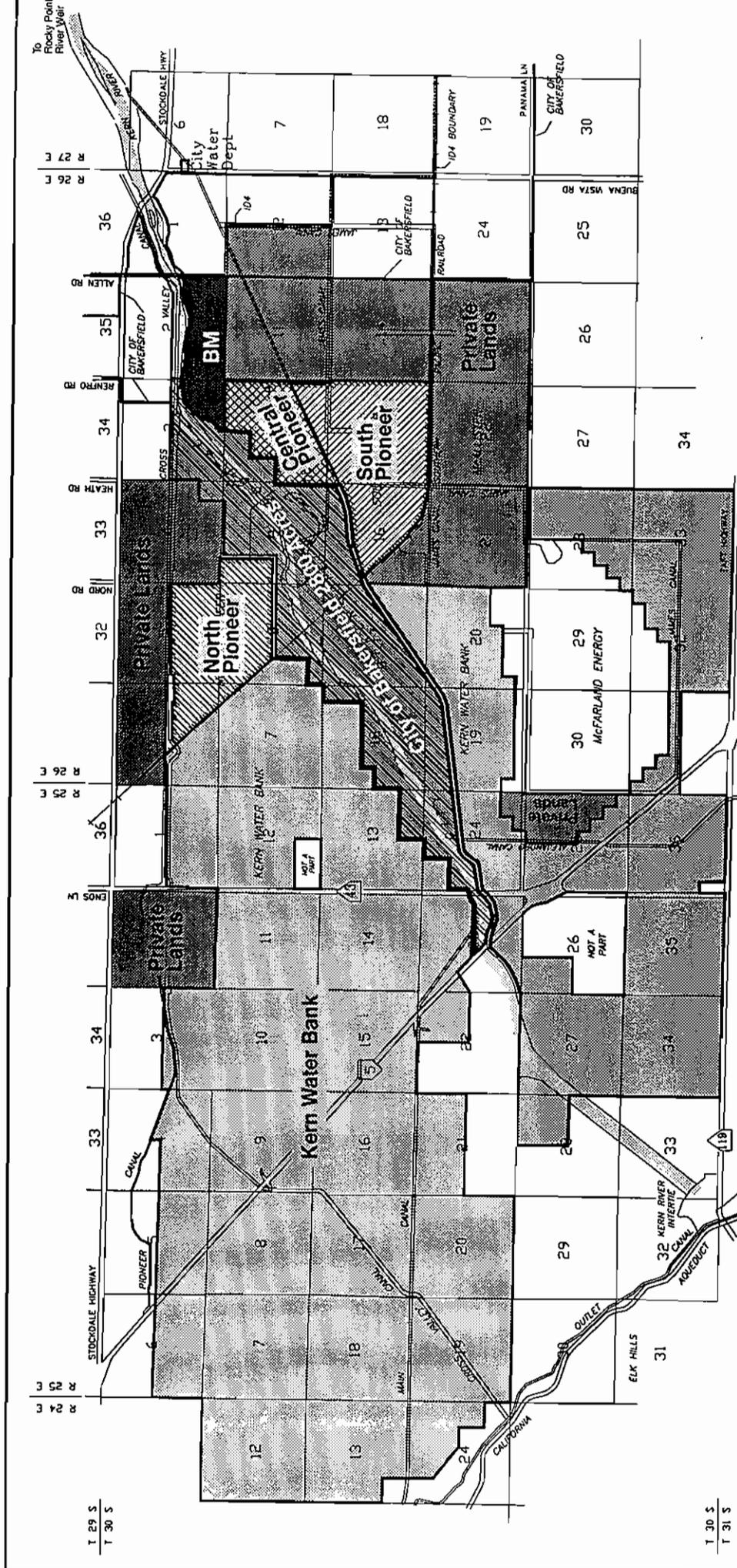
This is to certify that a copy of the Negative Declaration with comments and responses and record of project approval is available to the general public at:
Administrative Offices, Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308.

Date Received for Filing: _____

Signature

General Manager

Title



LEGEND

[Diagonal hatching pattern]	Kern Water Bank
[Cross-hatching pattern]	Berrinda Mesa
[Vertical hatching pattern]	Private Lands
[Horizontal hatching pattern]	KCWA Pioneer North
[Diagonal hatching pattern]	KCWA Pioneer Central
[Vertical hatching pattern]	KCWA Pioneer South
[Cross-hatching pattern]	City of Bakersfield 2800 AC

Kern County Water Agency
Kern County, California

PIONEER GROUNDWATER RECHARGE & RECOVERY PROJECT

Project Area Map



Chevron

Bakersfield, California
December 13, 1996

Chevron Pipe Line Company

Groundwater
Pioneer

Mr. Thomas N. Clark
General Manager
Kern County Water Agency
P.O. Box 58
Bakersfield, CA 93302-0058

Re: Kern County Water Agency Initial Study and Proposed Negative Declaration For
The Pioneer Groundwater Recharge and Recovery Project - November 13, 1996

Dear Mr. Clark:

Chevron Pipe Line Company (Chevron) has received and reviewed the *Initial Study Checklist and Explanation of Responses and Proposed Draft Negative Declaration For The Pioneer Groundwater Recharge And Recovery Project*, prepared by the Kern County Water Agency (Agency) and dated November 13, 1996. We are pleased to see that you conclude there will be no significant environmental effects from operation of the recharge project. This is no doubt due in part because the Agency clearly recognized the potential for contamination along oil pipelines in the water recharge area and agreed to include as mitigation that 'Recharge areas will be designed and located to avoid areas suspected to have hydrocarbon contamination and not to interfere with oil and gas pipelines or other sensitive oil field areas.'

We have been pleased with the cooperation in working with you during the 1995 and 1996 ground water recharge projects to insure that the above mitigation was implemented for those projects, and to assist you in making your recharge projects a success. We look forward to continuing our good working relationship on these matters.

It also seems appropriate to remind you that, as has been discussed with the Regional Water Quality Control Board, any actions by the Agency to expand its recharge operations to oil fields or pipeline areas which cause contamination of the ground water would, at least partially, be the Agency's responsibility. Therefore, your mitigation measure to affirmatively avoid those areas is appropriate under the circumstances and will also protect the Agency from responsibility for adverse environmental impacts from its project.

Thank you for the opportunity to review this document.

Very truly yours,

Jim Waldron
Staff Environmental Geologist, CUSA
/for Chevron Pipe Line Company

SDV-FED
LISFWS



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Ecological Services
Sacramento Field Office
3310 El Camino Avenue, Suite 130
Sacramento, California 95821-6340

RECEIVED
TNS
GLB DEC 15 1996
AFH
OKS
DWM
LWF
RBI Y
SMB X
MTC X
ALL
KFT X
TEAKE X

IN REPLY REFER TO:

1-1-97-TA-213

December 2, 1996

Mr. Thomas N. Clark
General Manager
Kern County Water Agency
P.O. Box 58
Bakersfield, California 93302-0058

Subject: Proposed Pioneer Ground Water Recharge and Recovery Project,
Kern County, California.

Dear Mr. Clark:

The U.S. Fish and Wildlife Service (Service) received on November 19, 1996, the mitigated negative declaration for the proposed Pioneer ground water recharge and recovery project, Kern County, California, and supporting information dated November 13, 1996. The correspondence indicates that the project may affect federally listed species. In particular, the habitat for the federally endangered San Joaquin kit fox (*Vulpes macrotis mutica*).

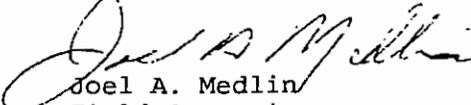
Section 9 of the Endangered Species Act of 1973, as amended (Act) prohibits the "take" of any federally listed endangered species by any person subject to the jurisdiction of the United States. As defined in the Act, take means "... to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct." "Harm" is further defined to include significant habitat modification or degradation that results in death or injury to a listed species by interfering with essential behavioral patterns such as breeding, foraging, or resting. "Harass" is defined by the Service as actions that create the likelihood of injury to listed species to such an extent as to disrupt normal behavior patterns which include, but are not limited to, breeding, foraging, or resting. Thus, not only is a listed animal protected from activities such as hunting, but also from actions that damage or destroy its habitat. The term person is defined as "an individual, corporation, partnership, trust, association, or any other private entity, or any officer, employee, agent, department, or instrumentality of the Federal government, of any State, municipality, or political subdivision of a State, or any other entity subject to the jurisdiction of the United States."

The proposed mitigation measures in the above-mentioned mitigated negative declaration meet the state's requirements under the California Environmental Quality Act (CEQA), however, they do not provide the necessary take authorization under the Act. Take incidental to an otherwise lawful activity may be authorized by one of two procedures. If a Federal agency is involved with the permitting, funding, or carrying out of the project, then initiation of formal consultation between that agency and the Service pursuant to section 7 of the Act is required if it is determined that the proposed project may affect a federally listed species. Such consultation would result in a biological opinion that addresses the anticipated effects of the project to the listed species and may authorize a limited level of incidental take. If a Federal agency is not involved with the project, and federally listed species

may be taken as a part of the project, then a permit pursuant to section 10(a)(1)(B) of the Act would need to be obtained. Section 10 provides for permitting take incidental to otherwise lawful activities, provided that a habitat conservation plan (HCP) has been proposed by the applicant, accepted by the Service, and there is an assurance that the terms and conditions deemed necessary or appropriate by the Service will be met. The Service may issue such a permit upon completion of a satisfactory HCP for the listed species that would be affected by the project.

The Service encourages you to contact the Sacramento Field Office to discuss the requirements of a section 7 permit and the details of the section 10 permitting process. We will be happy to work with you in fulfilling the requirements of the Act. Please contact Heather Bell of my staff at (916) 979-2728 ext. 312, for further assistance, or if you have questions regarding this response.

Sincerely,


Joel A. Medlin
Field Supervisor

cc: William Vanherweg



KERN COUNTY
WATER AGENCY

Directors

Fred L. Starrh
Division 1

Terry Rogers
President
Division 2

Peter Frick
Division 3

Michael Radon
Division 4

Adrienne J. Mathews
Division 5

Henry C. Garnett
Division 6

Gene A. Lundquist
Division 7

Thomas N. Clark
General Manager

John F. Stovall
General Counsel

December 19, 1996

James Waldron
Staff Environmental Geologist, CUSA
Chevron Pipe Line Company
P.O. Box 1392
Bakersfield, CA 93302

Re: Response Chevron Comment Pursuant to CEQA
on Agency Pioneer Project Negative Declaration

Dear Mr. Waldron:

We have received the Chevron Pipe Line Company comment on our proposed negative declaration for the Pioneer Groundwater Recharge and Recovery Project. Unfortunately, your comment was misleading, and contained some inaccuracies and unwarranted conclusions compelling us to respond.

While it is true that our recharge areas will be designed and located to avoid areas suspected to have hydrocarbon contamination, the Negative Declaration also states, at page 6:

"As ordered by the Regional Water Quality Control Board, Chevron is developing plans which will provide a long-term solution to the problem. During interim period, the Agency and the Kern Water Bank Authority will continue to cooperate with Chevron groundwater mitigation efforts."

Accordingly, the Agency's efforts to avoid areas contaminated by leaks from a Chevron Pipe Line Company pipe line should be viewed as cooperation with Chevron on an interim basis while Chevron attempts to develop a long term solution. None of this is an admission by the Agency of any responsibility for the contamination resulting from the Chevron pipeline leaks, rather it is an attempt to responsibly mitigate damages resulting from Chevron's pipeline leak for which we hold Chevron responsible.

The Agency is a responsible public agency concerned with protecting human health and the environment, including the quality of groundwater supplies. The Agency's conclusion that the project will not cause significant adverse environmental impacts with respect to groundwater quality reflects the Agency's intention to operate the

Mailing Address:
P.O. Box 58
Bakersfield, CA 93302-0058
Phone: 805/634-1400
Fax: 805/634-1428

KERN COUNTY WATER AGENCY

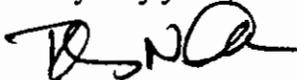
James Waldron
Chevron USA/Chevron Pipeline
December 19, 1996
Page Two

project so as to avoid such impacts. One protective measure is avoiding recharge directly over soils contaminated by Chevron. The Agency's decision to take this protective measure, one necessitated by Chevron's contamination, in no way excuses Chevron from responsibility for the resulting loss of use of the surface area, or the resulting lost recharge capacity. Additional protective measures that may have to be implemented to protect human health and the environment are still under consideration, including but not limited to Chevron's responsibility to remove the contaminated soil. Chevron has represented that the oil in the soil may safely be left in place to naturally bioremediate without adversely affecting groundwater supplies. As set forth in a separate letter, the Agency believes more information is needed to support that conclusion. We specifically reserve our right to insist that Chevron completely remove the contamination emanating from its leaky pipeline, and provide due compensation for all damages suffered by the Agency, other districts and the people of Kern County.

Finally, your assertion that any contamination of groundwater would be partially the Agency's responsibility is completely without merit. Certainly there was no suggestion to that effect by the Regional Water Quality Control Board. Your company's position has been that leaving your contamination in place presents no problem. If rising groundwater levels in the area, not necessarily due to Agency operations, present a quality problem in your view then we must and will insist that you remove your contamination immediately.

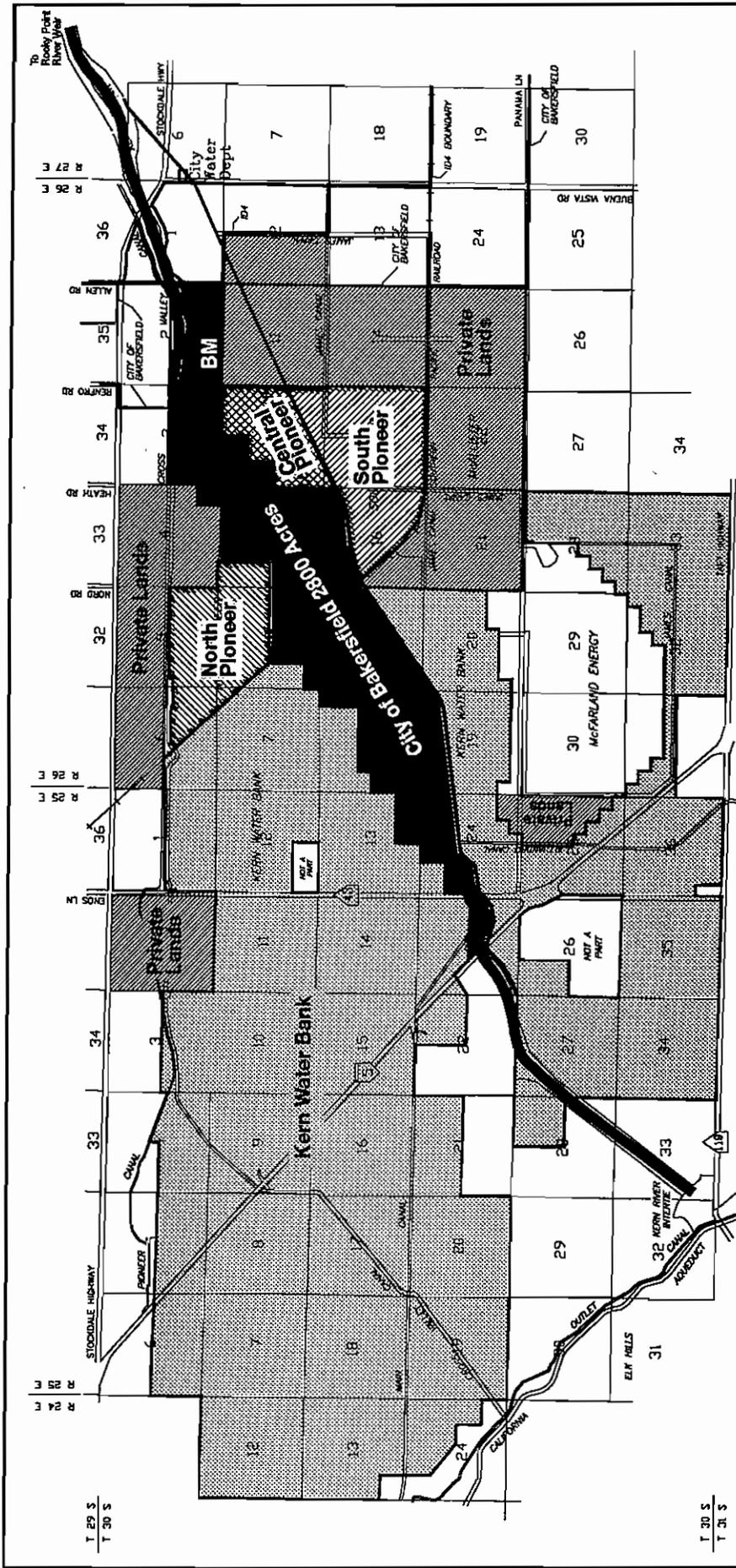
If you now believe that rising groundwater in the area will be contaminated by the oil leaked from your pipeline then you should advise us immediately so that we may take appropriate action. If, as previously indicated, you believe there is no problem then we are still willing to discuss remedies other than your complete removal of the contamination you have caused

Very truly yours,

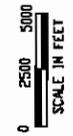
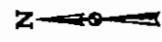


Thomas N. Clark
General Manager

cc: Agency Board of Directors
President, Chevron USA
President, Chevron Pipeline Company



KERN COUNTY



LEGEND

- KCWA Pioneer North
- KCWA Pioneer Central
- KCWA Pioneer South
- City of Bakersfield 2800 AC
- Kern Water Bank
- Berrenda Mesa
- Private Lands

Kern County Water Agency
Kern County, California

PIONEER GROUNDWATER RECHARGE & RECOVERY PROJECT

Project Area Map

October 24, 1996

The Board of Directors of the Kern County Water Agency met in a regular board meeting of the Board of Directors at the hour of 4:00 p.m. at the office of the Agency, 3200 Rio Mirada Drive, in Bakersfield.

Present: Directors: Peter Frick, Henry Garnett, Gene Lundquist, Ann Mathews,
Mike Radon, Terry Rogers & Fred Starrh

Absent: Directors: None

Present for the Agency: Thomas N. Clark, General Manager
John Stovall, General Counsel
Robert K. Bellue, Chief Engineer
Pam Bosworth, Board Secretary

President Rogers called the meeting to order at 4:10 p.m.

Subject: Public Comment

None.

Action: Director Garnett made a motion and Director Starrh seconded to approve the September 26, 1996 board minutes as mailed.

Ayes: All

Subject: Report of the General Manager

Tom Clark reported, "The most recent polling on Prop 204 shows 46 percent in favor, 31 percent opposed and 23 percent undecided. At present the fund raising activity for Prop 204 is standing at just under \$1 million. Originally the goal was \$2 million, but it has been scaled down to \$1 million. The plan is to have a mailing together with a radio spot to promote Prop 204.

Dismissal of the San Bernardino cross-complaint in the Monterey litigation was achieved. Action was taken at the last State Water Contractors' board meeting to create a committee of the contractors along with DWR to work with San Bernardino to try to develop a water supply program.

Since our last board meeting, Rossman, Counsel for PCL lost his appeal with the Appellate Court to try to enjoin Monterey Agreement implementation. His only appeal remaining is his appeal of the lower

2. Set the hearing date for Board to consider adoption of the proposed Negative Declaration, on December 20, 1996 at 4:00 p.m., 3200 Rio Mirada Drive, Bakersfield, Kern County; and
3. Advertise a "Notice of Public Hearing" in a local newspaper.

Ayes: All

Subject: State Contract Committee

Don Marquez reported on 1996 SWP/CVP operations and allocations earlier at the committee meeting.

Gary Gerlick reported on 1996 approved transfers/exchanges/purchases earlier at the committee meeting.

Action: Director Frick made a motion and Director Radon seconded to adopt Resolution No. 46-96 certifying the final SEIR, accepting the mitigation measures identified, and adopting the Findings of Fact and the Statement of Overriding Considerations and approving the transfer of 25,000 acre-feet of Berrenda Mesa Water District entitlement to Mojave Water Agency.

Roll Call Vote: Directors:	Ayes:	Starrh, Frick, Garnett, Radon, Lundquist, Mathews & Rogers
	Noes:	None
	Absent:	None

Action: Director Frick made a motion and Director Starrh seconded to adopt Resolution No. 47-96 certifying the final EIR accepting the mitigation measures identified, and adopting the Findings of Fact and the Statement of Overriding Considerations, and approving the transfer of 7,000 acre-feet of Berrenda Mesa Water District entitlement to Alameda County Flood Control and Water Conservation District Zone 7.

with the understanding that final approval for execution of all agreements to implement said program will be considered by the Board at the December, 1996 or January, 1997 board meeting.

Ayes: All

Proposed Belridge Water Storage District detachment was acted upon under the Administrative Committee, Agenda Item No. 4.

Lloyd Fryer reported on AB 3616 process earlier at the committee meeting.

Tom Clark reported on Federal/State Delta issues earlier at the committee meeting.

Subject: Correspondence

None.

Subject: New Business

Due to conflict with holidays, the November and December board meeting dates were changed as follows:

Action: Director Starrh made a motion and Director Radon seconded to set the November board meeting on the 22nd at 4:00 p.m. and the December board meeting on the 20th at 4:00 p.m.

Ayes: All

Director Frick was sworn-in to fill his current position for another four-year term.

President Rogers recessed the meeting to closed session at 4:55 p.m.

BEFORE THE BOARD OF DIRECTORS
OF THE
KERN COUNTY WATER AGENCY

In the Matter of:

DETERMINATIONS AND FINDINGS *
WITH RESPECT TO THE *
PIONEER GROUNDWATER RECHARGE *
AND RECOVERY PROJECT *
_____ *

I, Pam Bosworth, Secretary of the Board of Directors to the Kern County Water Agency, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director Frick and seconded by Director Starrh, was duly passed and adopted by said Board of Directors at an official meeting hereof this 20th day of December, 1996, by the following vote, to wit:

Ayes: Starrh, Frick, Garnett, Radon, Lundquist, Mathews & Rogers
Noes: None
Absent: None


Secretary of the Board of Directors
of the Kern County Water Agency

RESOLUTION NO. 58-96

WHEREAS, the Board of Directors (the "Board") of the Kern County Water Agency (the "Agency") has had prepared, circulated and presented to it, and has reviewed and considered an Initial Study, Environmental Checklist, dated November 13, 1996, and a proposed Negative Declaration (Exhibit "A") attached

thereto, all pertaining to the Pioneer Groundwater Recharge and Recovery Project; and

WHEREAS, the Agency has received comments from several responsible agencies and interested parties and incorporated those comments, together with the Agency's response to those comments, in the appendix of the Negative Declaration.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Agency as follows:

The Board hereby finds and determines that the foregoing recitals, are true and correct.

1. Section 1. Review of Evidence

The Board has reviewed and considered the contents of the Initial Study and proposed Negative Declaration, the presentation to the Board made by staff pertaining to same, and the comments received from the public both during a public hearing conducted by the Board on December 20, 1996 and received during the required environmental review period; and

2. Section 2. Approval of Negative Declaration

Based upon the afore-described evidence, the Board hereby finds;

a) that there is no substantial evidence that the Pioneer Groundwater Recharge and Recovery Project with the mitigation measures provided therein will have a significant effect on the environment;

b) that the mitigation measures therein are incorporated within the scope of the project, and the project as defined will not have a significant effect on the environment.

Therefore, in accordance with such findings, the Board approves the Negative Declaration submitted in conjunction with the Initial Study and hereby directs staff to prepare and file a Notice of Determination (in the form attached hereto as Exhibit "B") in compliance with the California Environmental Quality Act (Public Resources Code Sections 21000, et seq.); and

3. Section 3. Finding of No Impact on Wildlife

The Board hereby further finds that, when considering the record as a whole, there is no substantial evidence before the Board that the proposed Project will have potential for an adverse effect on wildlife resources or the habitat upon which the wildlife depends on. If subsequent information becomes available indicating potential impacts to Federal and State listed or sensitive species as defined under the Federal Endangered Species Act, the Agency will comply with all mandatory State and Federal laws.

*** ACTIVITY REPORT ***

TRANSMISSION OK

TX/RX NO.	2426
CONNECTION TEL	93957540
CONNECTION ID	
START TIME	11/14 15:45
USAGE TIME	00'46
PAGES	2
RESULT	OK

KERN COUNTY WATER AGENCY

FACSIMILE TRANSMISSION

11-14-96

Date

2

(Number of pages
including cover
page)

To: Elain Paul
Californian

From: KANE TOTKE

Telephone: (805) 634-1400

INSTRUCTIONS TO ADDRESSEE:

Please publish notice in
Saturdays paper

KERN COUNTY WATER AGENCY

FACSIMILE TRANSMISSION

11-14-96

Date

2

(Number of pages
including cover
page)

To: Elain Paul
Californian

From: KANE TOTZKE

Telephone: (805) 634-1400

INSTRUCTIONS TO ADDRESSEE:

Please publish notice in
Saturdays paper

OUR FACSIMILE MAY BE REACHED BY CALLING (805) 634-1428.

IF YOU HAVE ANY PROBLEMS WITH THE RECEPTION OF THIS TELECOPY TRANSMISSION,
PLEASE CALL SENDER AT (805) 634-1400.

EXHIBIT "A"

NOTICE OF PUBLIC HEARING OF PROPOSED NEGATIVE DECLARATION AND NOTICE OF ENVIRONMENTAL IMPACT ASSESSMENT

PLEASE TAKE NOTICE that the Kern County Water Agency (the "Agency") has completed an Initial Study of the environmental impact significance of the *Pioneer Groundwater Recharge and Recovery Project*, located in Kern County, T30S, R25E and R26E, in areas which are along both sides of the Kern River and is generally referred to as the Kern Fan area. A detailed map of the property is on file in the office of the Secretary of the Agency's Board of Directors.

NOTICE IS HEREBY FURTHER GIVEN that the Initial Study will be presented to the Agency's Board of Directors, along with a proposed Negative Declaration at a public hearing on this matter to be held on December 20, 1996 commencing at 4:00 PM, at the regular meeting place of the Board at 3200 Rio Mirada Drive, Bakersfield, California. In the Initial Study, it has been determined that the proposed Project will not have a significant effect upon the environment because measures have been included in the proposed Project that will reduce potential environmental impacts to less than significant, and accordingly, a Negative Declaration has been prepared and will be submitted to the Board for action at the above-described meeting.

DATED: November 13, 1996

Pam Bosworth
Secretary, Board of Directors
Kern County Water Agency

Subject: Pioneer Groundwater Recharge & Recovery Project (SCH 96111037)

Date: Tue, 19 Nov 1996 13:43:00 -0800

From: ngayou@water.ca.gov (Nadell Gayou)

To: kane@lightspeed.net

CC: loubeck@sjd.water.ca.gov, earlec@dla.water.ca.gov

Kane, Would you please send a copy of the subject document to Lou Beck in The Department of Water Resources' San Joaquin District. His address is

3374 East Shields Avenue
Fresno, CA 93726-6990

For your information I just received a copy of this Document from the State Clearinghouse with 96111037 assigned as its' tracking number. The SCH compliance date assigned to this document is December 18, 1996. The State Clearinghouse has sent review copies to the following State Agencies:

- Region 4 of the Dept of Fish and Game (Fresno)
- The State Reclamation Board
- The Dept of Water Resources
- CALTRANS Dist 6 (Fresno)
- SWRCB - Water Quality
- SWRCB - Water Rights
- Region 5F (Fresno) of the Regional Water Quality Control Board
- The Native American Heritage Commission
- The State Lands Commission

I am reserving the copy I received (the Department of Water Resources Review Copy) for Carl Hauge in the Division of Local Assistance.

```
#####
## Nadell Gayou - Review of Reports ##
##   Division of Local Assistance   ##
##   Department of Water Resources ##
##   1020 9th St. - Third Floor     ##
##   Sacramento CA 95814-3515      ##
##   (916)327-1722 CALNET 467-1722 ##
##   FAX (916) 327-1648            ##
##   ngayou@water.ca.gov           ##
#####
```

STATE OF CALIFORNIA-THE RESOURCES AGENCY
 DEPARTMENT OF FISH AND GAME No 00580
ENVIRONMENTAL DOCUMENT APPLICATION/FILING FEE
CASH RECEIPT

Lead Agency: KC Water Agency Date: 11/15/96
 County/State Agency: KC Water Agency Document No. _____
 Project Title: Pioneer Ground Water Recharge & Recovery Project
 Project Applicant: KC Water Agency

CHECK ONE:

<input type="checkbox"/>	Environmental Impact Report	\$850.00	\$ _____
<input checked="" type="checkbox"/>	Negative Declaration	\$1,250.00	\$ <u>1250.-</u>
<input type="checkbox"/>	Application Fee Water Diversion (Water Resources Control Board Only)	\$850.00	\$ _____
<input type="checkbox"/>	Projects Subject to Certified Regulatory Programs (DFG & CDF Only)	\$850.00	\$ _____
<input type="checkbox"/>	County Administrative Fee	\$25.00	\$ _____
TOTAL RECEIVED			\$ <u>1250.-</u>

Signature of person receiving payment RJ Gattien

FIRST COPY-PROJECT APPLICANT SECOND COPY-DFG/LEAB THIRD COPY-LEAD AGENCY FOURTH COPY-COUNTY

JAMES A. RHOADES
 COUNTY CLERK
 COUNTY OF KERN, CALIF.

11-15-96 CSHR 33 001001
 11:30 39614

NEG DECL \$1250.00
 ST \$1250.00

SUBTOTAL \$1250.00
 CHECK TENDER \$1250.00
 CHANGE \$0.00

Notice of Completion and Environmental Document Transmittal Form

Mail to: State Clearinghouse, 1400 Tenth Street, Sacramento, CA 95814 — 916/445-0613

See NOTE below

SCH # _____

1. Project Title Kern County Water Agency
 2. Lead Agency Kern County Water Agency
 3a. Street Address 3200 Rio Miranda Drive
 3c. County Kern 3d. Zip 93308
 3. Contact Person Kare Totzke
 3b. City Bakersfield
 3e. Phone 805-634-1468

Project Location Southwest of the City of Bakersfield along Kern River
 4. County KERN 4a. City/Community Bakersfield
 4b. Assessor's Parcel No. _____ 4c. Section 4,5,6,7,8,9,10, Twp. 10 Range 26E
 5a. Cross Streets Buen Vista Rd 5b. For Rural, Nearest Community _____
 6. Within 2 miles: a. State Hwy # 99 b. Airports _____
 c. Railways SPRR d. Waterways Kern River

7. Document Type

CEQA: 01. NOP 05. Supplement/Subsequent EIR (Prior SCH No.: _____) NEPA: 09. NOI OTHER: 13. Joint Document
 02. Early Cons 10. FONSI 14. Final Document
 03. Neg Dec 06. NOE 11. Draft EIS 15. Other _____
 04. Draft EIR 07. NOC 12. EA 08. NOD

8. Local Action Type

01. General Plan Update 05. Annexation 09. Rezone 12. Waste Mgmt Plan
 02. New Element 06. Specific Plan 10. Land Division (Subdivision, Parcel Map, Tract Map, etc.) 13. Cancel Ag Preserve
 03. General Plan Amendment 07. Community Plan 11. Use Permit 14. Other _____
 04. Master Plan 08. Redevelopment

9. Development Type

01. Residential: Units _____ Acres _____ 07. Mining: Mineral _____
 02. Office: Sq.ft. _____ Acres _____ Employees _____ 08. Power: Type _____ Watts _____
 03. Shopping/Commercial: Sq.ft. _____ Acres _____ Employees _____ 09. Waste Treatment: Type _____
 04. Industrial: Sq.ft. _____ Acres _____ Employees _____ 10. OCS Related
 05. Water Facilities: MGD _____ 11. Other: _____
 06. Transportation: Type _____

10. Total Acres _____ 11. Total Jobs Created _____

12. Project Issues Discussed in Document

01. Aesthetic/Visual 09. Geologic/Seismic 17. Social 25. Wetland/Riparian
 02. Agricultural Land 10. Jobs/Housing Balance 18. Soil Erosion 26. Wildlife
 03. Air Quality 11. Minerals 19. Solid Waste 27. Growth Inducing
 04. Archaeological/Historical 12. Noise 20. Toxic/Hazardous 28. Incompatible Land Use
 05. Coastal Zone 13. Public Services 21. Traffic/Circulation 29. Cumulative Effects
 06. Economic 14. Schools 22. Vegetation 30. Other _____
 07. Fire Hazard 15. Septic Systems 23. Water Quality
 08. Flooding/Drainage 16. Sewer Capacity 24. Water Supply

13. Funding (approx.) Federal \$ _____ State \$ _____ Total \$ _____

14. Present Land Use and Zoning

15. Project Description Ground Water Recharge and Recovery

16. Signature of Lead Agency Representative [Signature] Date 11-15-96

NOTE: Clearinghouse will assign identification numbers for all new projects. If a SCH number already exists for a project (e.g. from a Notice of Preparation or previous draft document) please fill it in.

PROOF of Story '#4535' Requested by LOELAINE (WF3021) on 11/15/96 9:45:04

Ad # #4535 Ad type C Basket CREDIT LIMIT Holds: Censor H Credit L
Entered By LOELAINE On 11/15/96 at 9:07 For LOELAINE
Account 1KCO80 Class 520 Dis Sales 10 Ins Sales 10
Name ENCY/LEGALS KERN CO WATER AG Phone (805) 3936200
Addr PO BOX 58 GB/PO NEG DECLAR
City BAKERSFIELD State CA Zip 93302
Ad Start 11/16/96 Times 1 Stop 11/16/96 Rate L1
Run Days/Dates 16
SP Billing lines 4.32 Inches
Total \$67.60 Adcost 67.60

Remarks:

LN# OUTPUT TEXT

1
2 EXHIBIT 'A'
3
4 NOTICE OF PUBLIC
5 HEARING OF PROPOSED
6 NEGATIVE DECLARATION
7 AND NOTICE OF
8 ENVIRONMENTAL
9 IMPACT ASSESSMENT
10
11 PLEASE TAKE NOTICE that the
12 Kern County Water Agency (the
13 'Agency') has completed an Ini-
14 tial Study of the environmental
15 impact significance of the Pioneer
16 Groundwater Recharge and Re-
17 covery Project, located in Kern
18 County, T30S, R25E and R26E, in
19 areas which are along both sides
20 of the Kern River and is generally
21 referred to as the Kern Fan area.
22 A detailed map of the property is
23 on file in the office of the Secre-
24 tary of the Agency's Board of
25 Directors.
26 NOTICE IS HEREBY FURTHER
27 GIVEN that the Initial Study will
28 be presented to the Agency's
29 Board of Directors, along with a
30 proposed Negative Declaration at
31 a public hearing on this matter to
32 be held on December 20, 1996
33 commencing at 4:00 P.M., at the
34 regular meeting place of the
35 Board at 3200 Rio Mirada Drive,
36 Bakersfield, California. In the Ini-
37 tial Study, it has been determined
38 that the proposed Project will not

ATTN: MR. TOTZKE

BAKERSFIELD COUNTY
LEGAL DESK

LOELAINE

395-7243

39 have a significant effect upon the
40 environment because measures
41 have been included in the pro-
42 posed Project that will reduce
43 potential environmental impacts
44 to less than significant, and ac-
45 cordingly, a Negative Declaration
46 has been prepared and will be
47 submitted to the Board for action
48 at the above-described meeting.

49 DATED: November 13, 1996

50 Pam Bosworth

51 Secretary, Board of Directors

52 Kern County Water Agency

53 November 16, 1996 (4535)

Testimony on Pioneer Project Negative Declaration

I would like to take this opportunity to clarify certain discrepancies between the maps of the Pioneer Project, Project Description and the Joint Operating Agreement with the City of Bakersfield.

1. The north 1/2 of Section 3 will not be used for recovery per City Agreement. The existing well in Section 3 was shown as part of the Project in both the Plate "B" Recovery facilities map and was described in the text.
2. Use of existing facilities on the KWB will be contingent upon completion of the proper ESA compliance document by the KWBA. It appeared from our Project description that we were going to use KWB facilities as soon as the negative dec. was approved.
3. The Plate "B" map, showing existing and future Recovery Facilities, shows 27 new wells on Pioneer, while the text refers to 28. 28 is new wells is correct.
4. Comments from U.S. Fish and Wildlife Service
5. Comments from Chevron Pipeline Company



PETE WILSON
GOVERNOR

State of California

GOVERNOR'S OFFICE OF PLANNING AND RESEARCH

1400 TENTH STREET
SACRAMENTO 95814



LEE GRISSOM
DIRECTOR

RECEIVED

December 18, 1996

TNC
JFS
RKB
GLB
AFH
DKS

DEC 20 1996

DWM
LWF
RBI
JMB
MLC
ALL

Kern County Water Agency

KANE TOTZKE
KERN COUNTY WATER AGENCY
3200 RIO MIRADA DRIVE
BAKERSFIELD, CA 93308

Subject: PIONEER GROUNDWATER RECHARGE AND RECOVERY PROJECT SCH #:
96111037

Dear KANE TOTZKE:

The State Clearinghouse submitted the above named environmental document to selected state agencies for review. The review period is closed and none of the state agencies have comments. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call at (916) 445-0613 if you have any questions regarding the environmental review process. When contacting the Clearinghouse in this matter, please use the eight-digit State Clearinghouse number so that we may respond promptly.

Sincerely,

ANTERO A. RIVASPLATA
Chief, State Clearinghouse

Notice of Completion and Environmental Document Transmittal Form

Mail to: State Clearinghouse, 1400 Tenth Street, Sacramento, CA 95814 --- 916/445-0613

See NOTE below
SCH # **96111037**

1. Project Title Kern County Water Agency
 2. Lead Agency Kern County Water Agency
 3a. Street Address 3200 Rio Miranda Drive
 3b. City Bakersfield
 3c. County Kern
 3d. Zip 93308
 3e. Contact Person KARIE TOTZKE
 3f. Phone 805-634-1460

Project Location Southwest of the City of Bakersfield along Kern River
 4. County KERN
 4a. City/Community Bakersfield
 4b. Assessor's Parcel No. _____
 4c. Section 4,5,6,7,8,9,10 Range 26E
 5a. Cross Streets Bueno Vista Rd
 5b. For Rural, Nearest Community _____
 6. Within 2 miles: a. State Hwy # 99
 b. Airports _____
 c. Railways SPRR
 d. Waterways Kern River

7. Document Type

CEQA: 01. NOP 05. Supplement/Subsequent EIR (Prior SCH No. _____) NEPA: 09. NOI OTHER: 13. Joint Document
 02. Early Cons 10. FONSI 14. Final Document
 03. Neg Dec 06. NOE 11. Draft EIS 15. Other _____
 04. Draft EIR 07. NOC 12. EA

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 02. New Project 06. Specific Plan 10. Land Division (Subdivision, Parcel Map, Tract Map, etc.) 13. Cancel Ag Preserve
 03. General Plan Amendment 07. Community Plan 11. Use Permit 14. Other _____
 04. Master Plan 08. Re-development

9. Development Type

01. Residential: _____ Units
 02. Office: _____ Sq. ft. _____ Employees
 03. Shopping/Commercial: _____ Sq. ft. _____ Acres _____ Employees
 04. Industrial: _____ Sq. ft. _____ Acres _____ Employees
 05. Water Facilities: _____ Type _____
 06. Transportation: _____ Type _____
 07. Mining: _____ Mineral _____
 08. Power: _____ Type _____
 09. Waste Treatment: _____ Type _____
 10. OCS Related
 11. Other: _____

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 02. Agricultural Land 10. Jobs/Housing Balance 18. Soil Erosion 26. Wildlife
 03. Air Quality 11. Minerals 19. Solid Waste 27. Growth Inducing
 04. Archaeological/Historical 12. Noise 20. Toxic/Hazardous 28. Incompatible Land Use
 05. Coastal Zone 13. Public Services 21. Traffic/Circulation 29. Cumulative Effects
 06. Economic 14. Schools 22. Vegetation 30. Other _____
 07. Fire Hazard 15. Septic Systems 23. Water Quality
 08. Flooding/Drainage 16. Sewer Capacity 24. Water Supply

13. Funding (approx.) Federal \$ _____ State \$ _____ Total \$ _____

14. Present Land Use and Zoning _____

15. Project Description Ground water recharge and Recovery

State Clearinghouse Contact: Mr. Chris Belsky
(916) 445-0613

Project Sent to the following State Agencies

State Review Began: 11-18-96
 Dept. Review to Agency: 12-11
 Agency Rev to SCH: 12-16
 SCH COMPLIANCE: 12-18

- Resources
- Boating
- Coastal Comm
- Coastal Consv
- Colorado Rvr Bd
- Conservation
- Fish & Game # 4
- Delta Protection
- Forestry
- Parks & Rec/OHP
- Reclamation
- BCDC
- DWR
- OES
- Bus Transp Hous
- Aeronautics
- CHP
- Caltrans # 6
- Trans Planning
- Housing & Devel
- Health & Welfare
- Drinking H2O
- Medical Waste
- State/Consumer Svcs
- General Services
- Cal/EPA
- ARB
- CA Waste Mgmt Bd
- SWRCB: Grants
- SWRCB: Delta
- SWRCB: Wtr Quality
- SWRCB: Wtr Rights
- Reg. WQCB # 5F.
- DTSC/CTC
- Yth/Adlt Corrections
- Corrections
- Independent Comm
- Energy Comm
- NAHC
- PUC
- Santa Mn Mtns
- State Lands Comm
- Tahoe Rgl Plan
- Other: _____

Please note SCH Number on all Comments
96111037
 Please forward late comments directly to the Lead Agency
 AQMD/APCD 11 (Resources: 11,23)

EXHIBIT 2

GDV-FED
LISFWS



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Ecological Services
Sacramento Field Office
3310 El Camino Avenue, Suite 130
Sacramento, California 95821-6340

TNO
RKB
GLB
AFH
DKS

RECEIVED
DEC 15 1996

DWM
LWF
RBL
JMB
MTC
ALL
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JAWK >

IN REPLY REFER TO:

1-1-97-TA-213

December 2, 1996

Mr. Thomas N. Clark
General Manager
Kern County Water Agency
P.O. Box 58
Bakersfield, California 93302-0058

Subject: Proposed Pioneer Ground Water Recharge and Recovery Project,
Kern County, California.

Dear Mr. Clark:

The U.S. Fish and Wildlife Service (Service) received on November 19, 1996, the mitigated negative declaration for the proposed Pioneer ground water recharge and recovery project, Kern County, California, and supporting information dated November 13, 1996. The correspondence indicates that the project may affect federally listed species. In particular, the habitat for the federally endangered San Joaquin kit fox (*Vulpes macrotis mutica*).

Section 9 of the Endangered Species Act of 1973, as amended (Act) prohibits the "take" of any federally listed endangered species by any person subject to the jurisdiction of the United States. As defined in the Act, take means "... to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct." "Harm" is further defined to include significant habitat modification or degradation that results in death or injury to a listed species by interfering with essential behavioral patterns such as breeding, foraging, or resting. "Harass" is defined by the Service as actions that create the likelihood of injury to listed species to such an extent as to disrupt normal behavior patterns which include, but are not limited to, breeding, foraging, or resting. Thus, not only is a listed animal protected from activities such as hunting, but also from actions that damage or destroy its habitat. The term person is defined as "an individual, corporation, partnership, trust, association, or any other private entity, or any officer, employee, agent, department, or instrumentality of the Federal government, of any State, municipality, or political subdivision of a State, or any other entity subject to the jurisdiction of the United States."

The proposed mitigation measures in the above-mentioned mitigated negative declaration meet the state's requirements under the California Environmental Quality Act (CEQA), however, they do not provide the necessary take authorization under the Act. Take incidental to an otherwise lawful activity may be authorized by one of two procedures. If a Federal agency is involved with the permitting, funding, or carrying out of the project, then initiation of formal consultation between that agency and the Service pursuant to section 7 of the Act is required if it is determined that the proposed project may affect a federally listed species. Such consultation would result in a biological opinion that addresses the anticipated effects of the project to the listed species and may authorize a limited level of incidental take. If a Federal agency is not involved with the project, and federally listed species

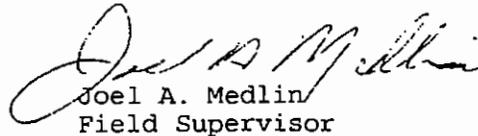
Thomas N. Clark

2

may be taken as a part of the project, then a permit pursuant to section 10(a)(1)(B) of the Act would need to be obtained. Section 10 provides for permitting take incidental to otherwise lawful activities, provided that a habitat conservation plan (HCP) has been proposed by the applicant, accepted by the Service, and there is an assurance that the terms and conditions deemed necessary or appropriate by the Service will be met. The Service may issue such a permit upon completion of a satisfactory HCP for the listed species that would be affected by the project.

The Service encourages you to contact the Sacramento Field Office to discuss the requirements of a section 7 permit and the details of the section 10 permitting process. We will be happy to work with you in fulfilling the requirements of the Act. Please contact Heather Bell of my staff at (916) 979-2728 ext. 312, for further assistance, or if you have questions regarding this response.

Sincerely,



Joel A. Medlin
Field Supervisor

cc: William Vanherweg

**Chevron**

Chevron Pipe Line Company

Groundwater
PioneerBakersfield, California
December 13, 1996Mr. Thomas N. Clark
General Manager
Kern County Water Agency
P.O. Box 58
Bakersfield, CA 93302-0058Re: Kern County Water Agency Initial Study and Proposed Negative Declaration For
The Pioneer Groundwater Recharge and Recovery Project - November 13, 1996

Dear Mr. Clark:

Chevron Pipe Line Company (Chevron) has received and reviewed the *Initial Study Checklist and Explanation of Responses and Proposed Draft Negative Declaration For The Pioneer Groundwater Recharge And Recovery Project*, prepared by the Kern County Water Agency (Agency) and dated November 13, 1996. We are pleased to see that you conclude there will be no significant environmental effects from operation of the recharge project. This is no doubt due in part because the Agency clearly recognized the potential for contamination along oil pipelines in the water recharge area and agreed to include as mitigation that "Recharge areas will be designed and located to avoid areas suspected to have hydrocarbon contamination and not to interfere with oil and gas pipelines or other sensitive oil field areas."

We have been pleased with the cooperation in working with you during the 1995 and 1996 ground water recharge projects to insure that the above mitigation was implemented for those projects, and to assist you in making your recharge projects a success. We look forward to continuing our good working relationship on these matters.

It also seems appropriate to remind you that, as has been discussed with the Regional Water Quality Control Board, any actions by the Agency to expand its recharge operations to oil fields or pipeline areas which cause contamination of the ground water would, at least partially, be the Agency's responsibility. Therefore, your mitigation measure to affirmatively avoid those areas is appropriate under the circumstances and will also protect the Agency from responsibility for adverse environmental impacts from its project.

Thank you for the opportunity to review this document.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jim Waldron", written in a cursive style.

Jim Waldron
Staff Environmental Geologist, CUSA
/for Chevron Pipe Line Company

EX 418 st 4



KERN COUNTY
WATER AGENCY

Directors

Fred L. Starrh
Division 1

Terry Rogers
President
Division 2

Peter Frick
Division 3

Michael Radon
Division 4

Adrienne J. Mathews
Division 5

Henry C. Garnett
Division 6

Gene A. Lundquist
Division 7

Thomas N. Clark
General Manager

John F. Stovall
General Counsel

December 19, 1996

James Waldron
Staff Environmental Geologist, CUSA
Chevron Pipe Line Company
P.O. Box 1392
Bakersfield, CA 93302

Re: Response Chevron Comment Pursuant to CEQA
on Agency Pioneer Project Negative Declaration

Dear Mr. Waldron:

We have received the Chevron Pipe Line Company comment on our proposed negative declaration for the Pioneer Groundwater Recharge and Recovery Project. Unfortunately, your comment was misleading, and contained some inaccuracies and unwarranted conclusions compelling us to respond.

While it is true that our recharge areas will be designed and located to avoid areas suspected to have hydrocarbon contamination, the Negative Declaration also states, at page 6:

"As ordered by the Regional Water Quality Control Board, Chevron is developing plans which will provide a long-term solution to the problem. During interim period, the Agency and the Kern Water Bank Authority will continue to cooperate with Chevron groundwater mitigation efforts."

Accordingly, the Agency's efforts to avoid areas contaminated by leaks from a Chevron Pipe Line Company pipe line should be viewed as cooperation with Chevron on an interim basis while Chevron attempts to develop a long term solution. None of this is an admission by the Agency of any responsibility for the contamination resulting from the Chevron pipeline leaks, rather it is an attempt to responsibly mitigate damages resulting from Chevron's pipeline leak for which we hold Chevron responsible.

The Agency is a responsible public agency concerned with protecting human health and the environment, including the quality of groundwater supplies. The Agency's conclusion that the project will not cause significant adverse environmental impacts with respect to groundwater quality reflects the Agency's intention to operate the

Mailing Address:
P.O. Box 58
Bakersfield, CA 93302-0058
Phone: 805/634-1400
Fax: 805/634-1428

KERN COUNTY WATER AGENCY

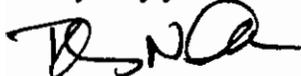
James Waldron
Chevron USA/Chevron Pipeline
December 19, 1996
Page Two

project so as to avoid such impacts. One protective measure is avoiding recharge directly over soils contaminated by Chevron. The Agency's decision to take this protective measure, one necessitated by Chevron's contamination, in no way excuses Chevron from responsibility for the resulting loss of use of the surface area, or the resulting lost recharge capacity. Additional protective measures that may have to be implemented to protect human health and the environment are still under consideration, including but not limited to Chevron's responsibility to remove the contaminated soil. Chevron has represented that the oil in the soil may safely be left in place to naturally bioremediate without adversely affecting groundwater supplies. As set forth in a separate letter, the Agency believes more information is needed to support that conclusion. We specifically reserve our right to insist that Chevron completely remove the contamination emanating from its leaky pipeline, and provide due compensation for all damages suffered by the Agency, other districts and the people of Kern County.

Finally, your assertion that any contamination of groundwater would be partially the Agency's responsibility is completely without merit. Certainly there was no suggestion to that effect by the Regional Water Quality Control Board. Your company's position has been that leaving your contamination in place presents no problem. If rising groundwater levels in the area, not necessarily due to Agency operations, present a quality problem in your view then we must and will insist that you remove your contamination immediately.

If you now believe that rising groundwater in the area will be contaminated by the oil leaked from your pipeline then you should advise us immediately so that we may take appropriate action. If, as previously indicated, you believe there is no problem then we are still willing to discuss remedies other than your complete removal of the contamination you have caused

Very truly yours,



Thomas N. Clark
General Manager

cc: Agency Board of Directors
President, Chevron USA
President, Chevron Pipeline Company



KERN COUNTY
WATER AGENCY

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Fred L. Starrh
Division 1

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Division 2

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December 19, 1996

James Waldron
Staff Environmental Geologist, CUSA
Chevron Pipe Line Company
P.O. Box 1392
Bakersfield, CA 93302

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KERN COUNTY WATER AGENCY

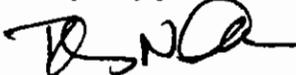
James Waldron
Chevron USA/Chevron Pipeline
December 19, 1996
Page Two

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Very truly yours,



Thomas N. Clark
General Manager

cc: Agency Board of Directors
President, Chevron USA
President, Chevron Pipeline Company



KERN COUNTY
WATER AGENCY

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Thomas N. Clark
General Manager

John F. Stovall
General Counsel

December 20, 1996

Mr. Peter Robertson, President
Chevron U.S.A., Inc.
1301 McKinney Street, Room 2378
Houston, TX 77010

Mr. Joe Martinelli, President
Chevron Pipeline Company
4000 Executive Parkway, BR #8
San Ramon, CA 94583

Re: Demand for Clean-Up of Contamination Resulting from
Leakage of Chevron Wait-Midway Pipe Line

Dear Mr. Robertson and Mr. Martinelli:

I am writing at the direction of the Board of Directors of the Kern County Water Agency, a public entity supplying water to the people and farms of Kern County, California. Our agency has attempted to work with your companies to minimize your costs in clean-up sub-surface oil contamination from Chevron's Wait-Midway pipe line. Recent events now cause us to seriously doubt your company's commitment to rectifying the damage caused. We must therefore demand, on behalf of the people of Kern County, that you immediately take action to prevent further damage, and remedy the damage already caused.

Our Agency, the Kern Water Bank Authority, and the West Kern Water Storage District have been working with your field personnel in a good faith effort to allow Chevron to minimize remediation costs while protecting our right to utilize our land for the benefit of the people of Kern County. The attached letter from Chevron USA, acting for Chevron Pipeline Company, was received on December 13, 1996. The letter sends a clear signal that Chevron is not acting in good faith to correct the problem. Rather, the focus is clearly on impairing the water storage opportunities of the people of Kern County. A copy of our formal response to the December 13 letter is also enclosed.

Mailing Address:
P.O. Box 58
Bakersfield, CA 93302-0058
Phone: 805/634-1400
Fax: 805/634-1428

KERN COUNTY WATER AGENCY

Chevron USA
Chevron Pipeline Company
December 20, 1996
Page Two

This Agency, and other water districts in Kern County, have always attempted to work with business in our area to reduce their regulatory costs when possible. However, we will not tolerate efforts to simply delay correction of a problem which may affect the integrity of our groundwater supply, or our ability to utilize our lands for water storage on behalf of the people of Kern County. We must, therefore, insist that you immediately take action to correct the problems caused by your Chevron's leaky pipe line.

We continue to be willing to consider options short of complete excavation of the contamination you have caused if you can prove to us and to the Regional Water Quality Control Board that our water supply will not be contaminated, and the use of our lands and basin will not be impaired. At this juncture, however, we are skeptical that the Chevron companies are seriously interested in rectifying the damage you have caused short of litigation. Please be aware that this Agency is fully prepared to exercise each and every legal option available to us to ensure that Chevron corrects the damage it has caused.

We expect a response from your companies by January 6, 1997, specifying the actions you will take to remove the contamination caused by your pipeline. We also expect an acknowledgment from Chevron of responsibility for all damages caused by your leakage. If satisfactory response is not received by January 6, 1997, we reserve the right to take any and all appropriate legal action.

Very truly yours,



Terry Rogers
President

cc: KCWA Board of Directors
Ms. Katie Hower, Chevron Pipe Line Company
Mr. James Waldron, CUSA

Enclosures

Subject: SCH Reports for November 23, 1996
Date: Mon, 09 Dec 1996 12:52:06 -0800
From: ngayou@water.ca.gov (Nadell Gayou)
To: kane@lightspeed.net, terrye@calweb.com,
 Kevin Donhoff <kdonhoff@mwd.dst.ca.us>,
 Marcia Torobin <mtorobin@mwd.dst.ca.us>

Report Review Summary for week of November 23, 1996

County	Section	Township	Range	Baseline
Sch #-Rev	Lead Agency			*Waterway
Document	Title			Due To SCH
Type	Contact	Phone Number		
Description				
ALA	*Sect	*T2S	*R2E	*MDBM
DWR REVIEW -FILES				
96112061-0	*ALA CO Planning Dept			
NEG DEC	*Five Pillars Farm Community Cemetery/CUP C-6858			*12/17/96
	*Walid Saba	(510)670-5410		
Muslim cemetary on 5 acres of 32.5 acre site 700' E/o Laughlin Rd, 0.7 mi N/o North Front Rd, Livermore vic I-580				
ALA	*Sect	*T2S	*R3W	*MDBM
DWR REVIEW -FILES				
96112066-0	*Port of Oakland			*SF Bay, Airport ch
MIT NEG DE	*Arrowhead Wetland Mitigation at the Distribution C			*12/18/96
	*Jody Zaitlen	(510)272-1179		
Create tidal & seasonal wetland & upland habitats on 71 acres of Port owned property near northern terminus of Pardee Dr, Oakland just E/o Oakland AP, vic I-880 & Coliseum				
ALA	*Sect	*T3S	*R2W	*MDBM
DWR REVIEW -FILES				
96112068-0	*Chabot-Las Positas Community College			*Mt Eden Crk
NEG DEC	*Fire/Life Access Safety Corrections, Chabot Colleg			*12/18/96
	*Barbara Mertes	(510)485-5217		
Const new fire lines, hydrants & water main, access lanes & replace 1 bldg's fire protection system, Chabot College 25555 Hesperian Blvd, Hayward, vic I-880, SR92, & Hayward Air Terminal				
ALA	*Sect	*T	*R	*MDBM
DWR REVIEW -ROR				
96114010-0	*USDOE			
	*Stockpile Stewardship and Management			*
FEIS	*Jay Rose	(202)586-5484		
Summary Doc only preferred alternative is to construct and operate for stockpile stewardship a National Ignition facility and a Contained Firing Facility at Lawrence Livermore National Lab See 96034005 for the Draft document associated with this Final SCH Compliance 1/2/97				
CC	*Sect	*T2N	*R3E	*MDBM
DWR REVIEW -FILES				
96112075-0	*CC CO Community Development Dept			*Rock Slough
NEG DEC	*Delta Road Bridge Replacement County File #CP 96-1			*12/20/96
	*Vickie Germany	(510)313-2296		
Replace exist one lane timber deck Balley Bridge over Rock Slough w 26' wide bridge incl realigning Delta Rd on both sides of bridge, Knightson				
ED	*Sect 11	*T9N	*R8E	*MDBM
DWR REVIEW -FILES				

96112052-0*ED CO Dept pf Transportation
 NEG DEC *U.S. Hwy 50/El Dorado Hills Blvd - Latrobe Rd Inte*12/16/96
 *Kris Payne *(916)621-5900
 Redesign of US50 - El Dorado Hills Blvd - Latrobe Rd interchange to
 increase operation efficiency incl redesign of off and on ramps in
 both directions, El Dorado Hills

ED *Sect 23,24 *T10N *R10E *MDBM
 DWR REVIEW -FILES

96112063-0*ED CO Planning Dept
 MIT NEG DE*Missouri Flat Road Widening Project *12/18/96
 *Susan Varner *(916)621-5355
 Widen portion of Missouri Flat Rd from 2 to 4 lanes from US50 to
 former SPRR R/W incl portion of Mother Lode Dr, Forni Rd & Golden
 Center Dr, Placerville (2 vol)

IMP *Sect 26,27 *T16S *R9E *SBBM
 DWR REVIEW -FILES

96111053-0*IMP CO Planning/Building Dept
 MIT NEG DE*Emory/Bierbaum/Sage Minor Subd *12/18/96
 *Candace Hill *(619)339-4236
 Subd 124 acres into 4 residential parcels, 3 parcels w 1 DU apiece, 1
 parcel w 2 exist DUs & proposed aircraft landing strip, Imperial Hwy,
 Ocotillo Townsite

IMP *Sect 17 *T17S *R14E *SBBM
 DWR REVIEW -FILES

96111058-0*IMP CO Planning/Building
 MIT NEG DE*Sandra Rodiles/Mabel Rocamora CUP #1188-95 Meeting*12/20/96
 *Kent Hector *(619)339-4236
 CUP for meeting facility - weddings, parties, etc, 5000 sf renovated
 DU, Clark Rd & SR98, Calexico

KER *Sect 14 *T28S *R24E *MDBM
 DWR REVIEW -FILES

96111036-0*KER CO Planning Dept
 NEG DEC *EAPW 9-96; CUP 5, MAP 78 - Pete De Jong *12/16/96
 *Pete Whitehead *(805)862-8629
 Dairy on 0.84 acres of 320 acre site w/ alfalfa on balance, Lerdo Hwy
 & Magnolia Ave, Wasco - Shafter area

KER *Sect 4-11,13,15 *T30S *R26E *MDBM
 DWR REVIEW -SWP/SJD -SJD w info to Hauge DLA

96111037-0*KCWA *Kern R
 NEG DEC *Pioneer Groundwater Recharge *12/16/96
 *Kane Totzke *(805)634-1468
 Coordinated groundwater recharge and recovery on City of Bakersfield,
 Berrenda Mesa and Kern Water Bank properties w new facilities on Kern
 R Fan area. sources of water incl SWP, CVP, Kern R and flood waters
 outside Kern Co

KER *Sect 19-21,28 *T31S *R26E *MDBM
 DWR REVIEW -FILES

96111040-0*KER CO Planning Dept *Vista Canal
 NEG DEC *EAPW 16-96; CUP 7, MAP 141 *12/16/96
 *Pete Whitehead *(805)862-8629
 4 dairies on 80 acre sites. Site 1 - E side Coles Levee Rd N/o Bear
 Mt; Site 2,3,4, - N side Bear Mt Blvd W/o I-5 & E/o Coles Levee Rd
 Site 1 - Sect 19; Site 2 - Sect 20; Site 3 - Sect 28; Site 4 - Sect 21
 of T31S R26E, Taft-Maricopa area

KER *Sect 21,22 *T9N *R19W *SBBM
 DWR REVIEW -FILES

WATER MANAGEMENT COMMITTEE (CONT'D)

in the form attached as "Exhibit A" to the memorandum to the Water Management Committee, Agenda Item No. 1(b) dated October 24, 1996, upon approval of the General Counsel;

2. Set the hearing date for Board to consider adoption of the proposed Negative Declaration, on December 20, 1996 at 4:00 p.m., 3200 Rio Mirada Drive, Bakersfield, Kern County; and

3. Advertise a "Notice of Public Hearing" in a local newspaper.

MOTION PASSED

STATE CONTRACT COMMITTEE

Director Frick made a motion and Director Radon seconded to adopt Resolution No. 46-96 certifying the final SEIR, accepting the mitigation measures identified, and adopting the Findings of Fact and the Statement of Overriding Considerations and approving the transfer of 25,000 acre-feet of Berrenda Mesa Water District entitlement to Mojave Water Agency.

MOTION PASSED

Director Frick made a motion and Director Starrh seconded to adopt Resolution No. 47-96 certifying the final EIR accepting the mitigation measures identified, and adopting the Findings of Fact and the Statement of Overriding Considerations, and approving the transfer of 7,000 acre-feet of Berrenda Mesa Water District entitlement to Alameda County Flood Control and Water Conservation District Zone 7.

MOTION PASSED

Director Frick made a motion and Director Garnett seconded to authorize the General Manager to sign the attached letter to DWR requesting their approval of the three permanent entitlement transfers referenced in the staff memorandum to the State Contract Committee, Agenda Item No. 5, dated October 24, 1996.

MOTION PASSED

Director Garnett made a motion and Director Radon seconded to adopt Resolution No. 48-96 authorizing the General Manager to sell certain Agency property to the Rosedale Rio-Bravo Water Storage District under the terms and conditions specified therein and authorize the General Manager to expend up to \$10,000 from the Water Resources Administration, Special Consultants Fund, for transaction costs associated with the sale of said property, provided that the sharing of such costs between the Agency and Rosedale Have been established to the satisfaction of the General Manager in advance.

MOTION PASSED

Director Frick made a motion and Director Radon seconded to authorize the General Manager to send a "Letter of Participation" for the SWP Future Water Supply Pilot Program by November 22, 1996, on behalf of those Member Units that, by that date, have indicated an interest in participating in said program, with the understanding that final approval for execution of all agreements to implement said program will be considered by the Board at the December, 1996 or January, 1997 board meeting.

MOTION PASSED

BOARD ACTIONS

October 24, 1996

GENERAL COUNSEL

Director Lundquist made a motion and Director Radon seconded that upon advice of its General Counsel, the Board finds that there is need for discussion as comprehended by and pursuant to Section 54956.9 (a), (b) and (c) of the Government Code, regarding PCL v. DWR, Seventh Standard v. KCWA, CVC Participants v. KCWA, KCWA v. Participants, and pending litigation, and therefore approves a closed session to be convened on this day at the end of the board meeting to discuss these matters.

MOTION PASSED

ADMINISTRATIVE COMMITTEE

Director Garnett made a motion and Director Lundquist seconded to approve payment of the bills for the month of September in the amount of \$5,486,748.25.

MOTION PASSED

Director Garnett made a motion and Director Starrh seconded to authorize claims for the claimants on Exhibit B of the bills totaling \$30,459.66 be approved, subject to the Agency receiving payment by the reimbursing authority and the work approved by Agency staff.

MOTION PASSED

Director Garnett made a motion and Director Starrh seconded to dispense with the reading of Ordinance No. 96-1.

MOTION PASSED

Director Garnett made a motion and Director Frick seconded to adopt Ordinance No. 96-1 amending the Conflict of Interest Code of the Agency to add new position titles to the list of those required to support outside interests.

MOTION PASSED

Director Garnett made a motion and Director Frick seconded to authorize the General Manager to prepare for re-opening the 1997-98 Zone of Benefit hearing at the November 22, 1996 regular Board meeting and authorize the Board Secretary to advertise the Notice of Hearing subject to the following conditions:

1) Re-opening the hearing shall not be considered a precedent and Belridge Water Storage District agrees in writing to begin the process of detachment of CalResources lands described in the October 18, 1996 district letter; and

2) CalResources and Belridge Water Storage District understand and agree to the process and the terms and conditions for the removal of CalResources lands from the Zones of Benefit will be developed and considered by the board prior to the re-opened Zone of Benefit hearing.

MOTION PASSED

Director Garnett made a motion and Director Frick seconded to adopt Resolution No. 37-96 authorizing the General Manager to consent to the sale of certain tax-defaulted properties as approved by the Kern County Board of Supervisors in Resolution No. 96-399.

MOTION PASSED

NOTICE OF DETERMINATION

TO:
Office of the Governor
Office of Planning and Research
State Clearinghouse
1400 Tenth Street, Room 121
Sacramento, Ca 95814

FROM:
Kern County Water Agency
P.O. Box 58
Bakersfield, CA 93302

SUBJECT: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code.

PROJECT TITLE: Kern County Water Agency Interim Pioneer Ground Water Project (SCH# 96111037)

PROJECT LOCATION: Generally west of the City of Bakersfield between Stockdale Hwy and Panama Ln, as shown on attached map

PROJECT DESCRIPTION: Property will be used for groundwater recharge and recovery

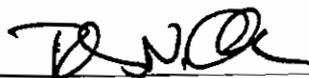
This is to advise that the Kern County Water Agency (Lead Agency) has approved the above described project on Decemember 20, 1996, and has made the following determinations regarding the above described project:

1. The project will, will not, have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were, were not, made a condition of approval for this project.
4. A statement of Overriding Considerations was, was not, adopted for this project.

This is to certify that a copy of the Negative Declaration with comments and responses and record of project approval is available to the general public at:

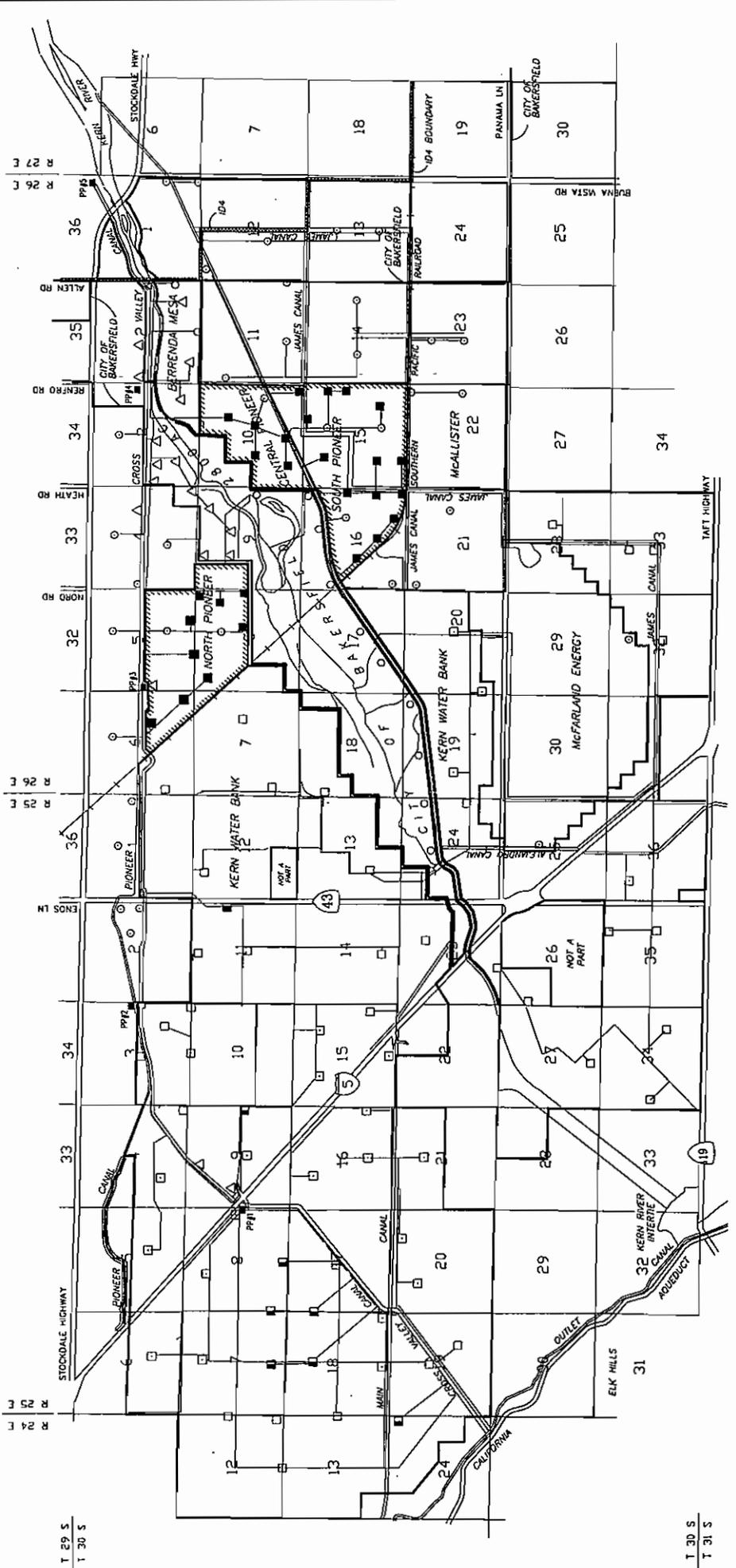
Administrative Offices, Kern County Water Agency, 3200 Rio Mirada Drive, Bakersfield, CA 93308.

Date Received for Filing: _____



Signature

General Manager
Title



Kern County Water Agency
 Kern County, California

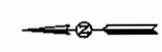
**PIONEER GROUNDWATER RECHARGE
 AND RECOVERY PROJECT**

RECOVERY FACILITIES

LEGEND

- Existing Ag Wells
- (private & Pioneer og wells: both potentially Pioneer Project wells)
- Future Wells (Pioneer Project)
- △ Existing Agency Wells (Pioneer & BM Projects)
- Existing Lo Hociendo Wells (KWBA Project)
- Existing KFE Wells (not hooked up)
- Existing KFE Expansion Wells (KWBA Project)
- Existing Wells Owned by Others (COB & BM Projects)

- Agency Pipeline
- ||||| KCWA North, Central & South Pioneer
- Property Line, other than Pioneer



T 29 S
 T 30 S

T 30 S
 T 31 S

TO: Water Management Committee
Agenda Item No. 1(b)

GROUNDWATER
Pioneer

FROM: Kane Totzke/ John Stovall

AGENCY
BCWat.Man

DATE: October 24, 1996

SUBJECT: CEQA Compliance

HISTORY

At the regular March, 1996 meeting, the Board of Directors approved and adopted a Negative Declaration for the Interim Pioneer Ground Water Project as described in the Initial Study. The Interim Pioneer Ground Water Project was a measure to provide for recharge of Kern River, Friant-Kern and SWP water through March 31, 1997. Staff proposed that the Board adopt this interim program allowing for groundwater recharge only, until the City of Bakersfield and the Agency resolved a number of outstanding issues, which would then lead to the Agency to complete final California Environmental Quality Act (CEQA) documentation for our Long-Term Water Supply Pioneer Project.

PROPOSED PROCESS

The Agency and the City have now reached agreement on a majority of outstanding issues. As such, the Agency acting as the lead Agency, has moved forward with long-term compliance of CEQA on the Pioneer Project by preparing the enclosed Initial Study, Proposed Negative Declaration, along with a "Notice of Public Hearing" (all attached as Exhibit A). Because of the small window of time staff had to present the Pioneer CEQA to the Board, staff is proposing a three step process to complete CEQA as described below:

1. Provide the Pioneer Participants the opportunity to review the Negative Declaration at a meeting scheduled for October 31.
2. File the Initial Study and Proposed Negative Declaration with the County Clerk and State Clearing House no later than November 15, and publish the "Notice of Public Hearing" in a local newspaper. The 30 day public review period begins the day the State Clearing House receives and files the documents.
3. Consider Board adoption of the Negative Declaration at the December 20, Public Hearing/Board meeting. This starts the 30 day statute of limitations for legal challenges.

Under this time schedule, The Agency will have our long-term CEQA compliance in place prior to expiration on March 31, 1997 of the Interim Pioneer Recharge Negative Declaration.

RECOMMENDED MOTION

Authorize the General Manager to: 1) File the Initial Study and proposed Negative Declaration with the State Clearing House and County Clerk for the *Kern County Water Agency Pioneer Groundwater Recharge and Recovery Project*, substantially in the form attached hereto as Exhibit "A", upon approval of the General Counsel; 2) set the hearing date for Board to consider adoption of the proposed Negative Declaration, on December 20, 1996 at 4:00 p.m., 3200 Rio Mirada Drive, Bakersfield, Kern County; and 3) advertise a "Notice of Public Hearing" in a local newspaper.