



- **Board of Directors**
Water Planning and Stewardship Committee

4/12/2022 Board Meeting

7-10

Subject

Authorize agreement with Western Municipal Water District, Rubidoux Community Services District, West Valley Water District, and San Bernardino Valley Municipal Water District to provide Rubidoux Community Services District assistance on water deliveries; the General Manager determined that the proposed action is exempt or otherwise not subject to CEQA

Executive Summary

This letter seeks authorization for an agreement with Western Municipal Water District (WMWD), Rubidoux Community Services District (Rubidoux), West Valley Water District (West Valley), and San Bernardino Valley Municipal Water District (Valley District) (the “Parties”) to assist with water deliveries. Under the proposed agreement, Metropolitan would deliver, provided there is available capacity, up to 2,000 acre-feet of water per year (AFY) to Rubidoux for use within WMWD’s service area. Metropolitan would deliver the requested water to Rubidoux through Valley District’s connection on the San Gabriel Valley Devil Canyon – Azusa Pipeline (Azusa Pipeline).

Details

Background

Metropolitan has capacity rights in the Azusa Pipeline as part of an existing exchange agreement with San Gabriel Valley Municipal Water District (San Gabriel Valley). San Gabriel Valley owns and operates the Azusa Pipeline, which delivers its State Water Project (SWP) supplies from the Devil Canyon turnout on the East Branch of the SWP. Valley District has an existing connection at Lytle Creek Station on the Azusa Pipeline. West Valley can accept SWP supplies through Valley District’s connection. Rubidoux’s location is immediately south of West Valley. West Valley has treatment facilities and infrastructure in place to deliver treated water to Rubidoux. WMWD does not currently have infrastructure in place to deliver Metropolitan’s imported water to Rubidoux.

Rubidoux obtains its water supplies from groundwater with total dissolved solids (TDS) of 530 to 540 milligrams per liter (mg/L) or parts per million (ppm). After customer use, the TDS concentration in the sewer increases to approximately 720 mg/L, which exceeds the City of Riverside’s National Pollutant Discharge Elimination System (NPDES) permit limit of 650 mg/L. Due to this issue, Rubidoux staff identified several potential water supply alternatives, including the use of imported water supplies from Metropolitan facilities.

Proposed Agreement

The Parties are requesting a long-term agreement to provide up to 2,000 AFY to assist Rubidoux in meeting the City of Riverside’s NPDES permit limit for TDS. Metropolitan would deliver the requested water to Valley District through Valley District’s connection on the Azusa Pipeline, to the extent that there is capacity in the Azusa Pipeline. Valley District would then deliver the water to West Valley. West Valley would treat the water and deliver treated water to Rubidoux. WMWD would pay Metropolitan’s full-service rate in effect at the time of the delivery of the water. The delivery is subject to the capacity charge, readiness-to-serve charge, and all volumetric water rates.

Staff recommends that the Board authorize the General Manager to enter into an agreement with the Parties consistent with the terms outlined in **Attachment 1**, including:

1. Agreement termination of December 31, 2035.
2. Maximum delivery amount is 2,000 AF per calendar year.
3. Metropolitan water deliveries under this Agreement will be used solely within WMWD's service area.
4. Deliveries are limited to Metropolitan's unused capacity in the Azusa Pipeline.

In July 2021, Metropolitan's Board authorized a similar agreement with Inland Empire Utilities Agency (IEUA), West Valley, and Valley District to provide assistance to West Valley's customers in an area overlapping IEUA's service area in the event of an emergency or planned outage, or the loss of local supply. Metropolitan staff evaluated the capacity of the Azusa Pipeline and determined that the needs of both West Valley and Rubidoux can be met.

Policy

Metropolitan Water District Administrative Code, Division IV, Section 4209: Contracts

Metropolitan Water District Administrative Code, Division IV, Section 4401-4403: Rates; Readiness-to-Serve Charge; Capacity Charge

Metropolitan Water District Administrative Code, Division XI, Section 11104: Delegation of Responsibilities

By Minute Item 30524, dated September 17, 1974, the Board authorized a cooperative water exchange agreement to eliminate the overdraft condition in the western portion of the Main San Gabriel Basin; as part of this agreement, Metropolitan is granted conveyance rights to the unused capacity in San Gabriel Valley Municipal Water District's Devil Canyon-Azusa pipeline.

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is not defined as a project under CEQA (Public Resources Code Section 21065, State CEQA Guidelines Section 15378) because the proposed action will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and involves continuing administrative activities, such as general policy and procedure making (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed action is not defined as a project under CEQA because it involves the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State CEQA Guidelines). The delivery of water is exempt from CEQA as it consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use (Section 15301 of the State CEQA Guidelines).

CEQA determination for Option #2:

None required

Board Options

Option #1

Authorize the General Manager to enter into an agreement with Western Municipal Water District, Rubidoux Community Services District, West Valley Water District, and San Bernardino Valley Municipal Water District to provide Rubidoux assistance with water deliveries.

Fiscal Impact: None. Metropolitan would receive compensation for any delivered water under this agreement.

Business Analysis: Provides water supply reliability to an area of Metropolitan's service area that does not currently receive Metropolitan water supplies.

Option #2

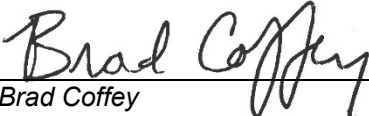
Do not authorize the General Manager to enter into an agreement with Western Municipal Water District, Rubidoux Community Services District, West Valley Water District, and San Bernardino Valley Municipal Water District to provide Rubidoux assistance with water deliveries.

Fiscal Impact: None

Business Analysis: Would not provide water supply reliability to an area of Metropolitan's service area that does not currently receive Metropolitan water supplies.

Staff Recommendation

Option #1



Brad Coffey
Manager, Water Resource Management

3/30/2022

Date



Adel Hagekhalil
General Manager

4/5/2022

Date

Attachment 1 – Term Sheet for the Agreement to Provide the Rubidoux Community Services District Assistance with Water Deliveries

Ref# wrm12679762

**Term Sheet for the Agreement to Provide the Rubidoux Community Services District
Assistance with Water Deliveries**

Agreement Overview

- Parties: The Rubidoux Community Services District (Rubidoux), West Valley Water District (West Valley), Western Municipal Water District (Western), San Bernardino Valley Municipal Water District (Valley District), and The Metropolitan Water District of Southern California (Metropolitan)
- Effective Date: June 1, 2022
- Termination Date: December 31, 2035, provided that any party may cancel with 30 days written notice
- Maximum Delivery Amount: 2,000 AF per calendar year

Key Terms

- Metropolitan water deliveries under this Agreement will be used within Western's service area.
- Western will request delivery of water from Metropolitan on behalf of Rubidoux under this agreement.
- Rubidoux may request water deliveries at any time. Rubidoux will coordinate with Western on the monthly amount of water requested from Rubidoux.
- Metropolitan will deliver requested water to Valley District at Valley District's connection (Lytle Creek, Station, 1747+00) on the San Gabriel Valley Devil Canyon – Azusa Pipeline. Valley District will deliver the water to West Valley.
- West Valley will treat the water and deliver the requested amount of treated water to Rubidoux for use by Rubidoux only within Metropolitan's service area.
- The delivery of water by Metropolitan is not guaranteed and is limited to the unused capacity in the San Gabriel Valley Devil Canyon-Azusa Pipeline.
- Western will pay Metropolitan's full-service untreated rate in effect at the time of delivery. The delivery is subject to the capacity charge, readiness-to-serve charge, and all volumetric water rates in the same manner as deliveries made to Western through Metropolitan's distribution system and connections.
- Rubidoux will reimburse Western for all payments made by Western to Metropolitan under this agreement.
- Valley District or West Valley shall have no responsibility for the cost of water delivered to Valley District's connection for use within Western's service area by Rubidoux.
- Metropolitan will be responsible for any Department of Water Resources charges for the State Water Project supplies delivered to Rubidoux through Valley District's connection.