


2018 Water Operations

John B. Davids
April 24, 2018



Agenda

- Available water resources
- Sustainability
- Stanislaus and Tuolumne Rivers
Groundwater Basin Association Groundwater
Sustainability Agency (STRGBA GSA)
- Alternatives
- Discussion

Available Water Resources

- 3rd wettest March on record
- Don Pedro – 91% of total capacity and 124% of historical average for this date

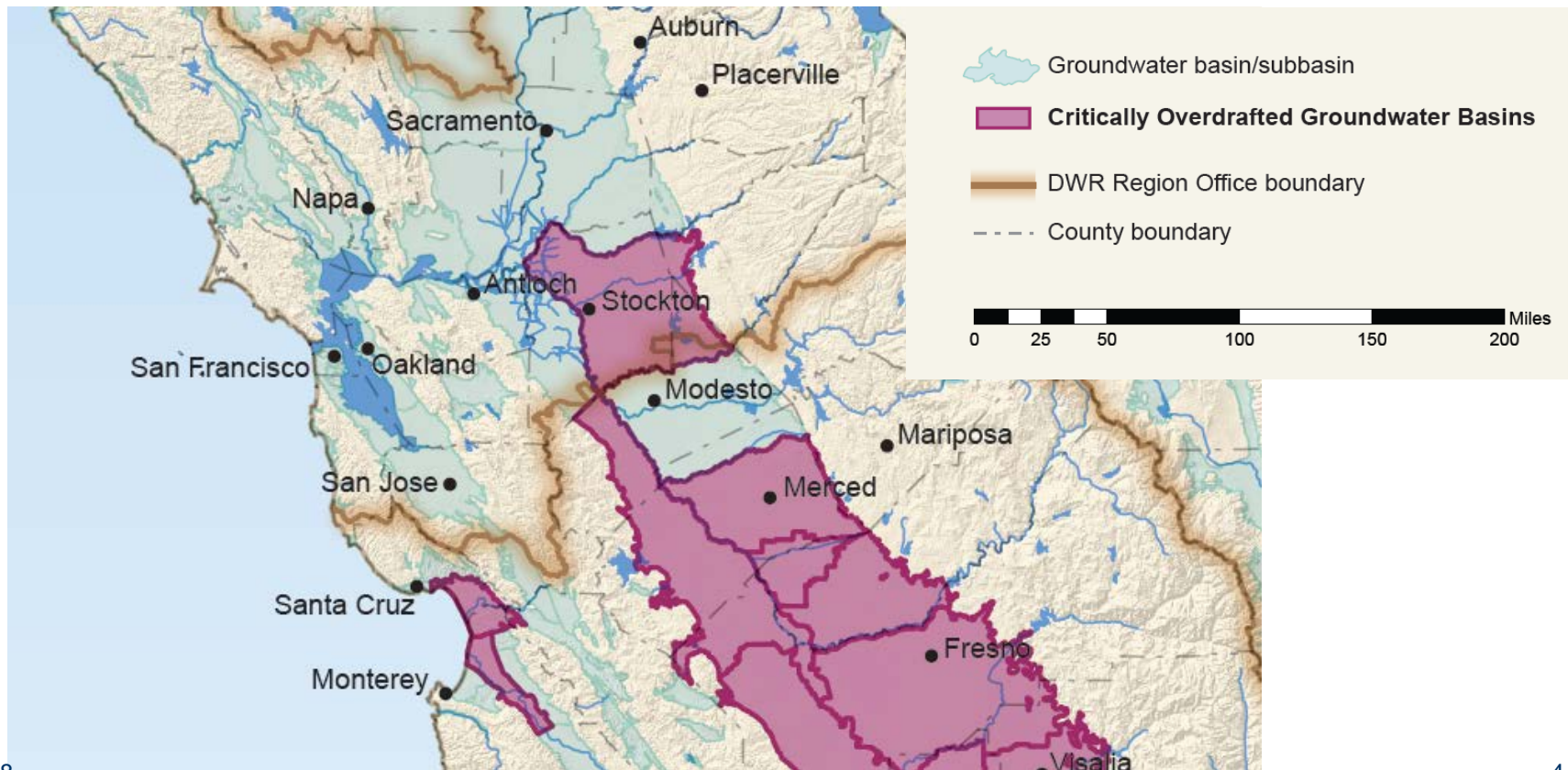
As of April 22nd	
Reservoir	MID Available Water (AF)
Modesto	17,175
Don Pedro ¹	483,726
Total	500,901

Notes:

¹ MID stored water plus early inflow from the City and County of San Francisco

Sustainability

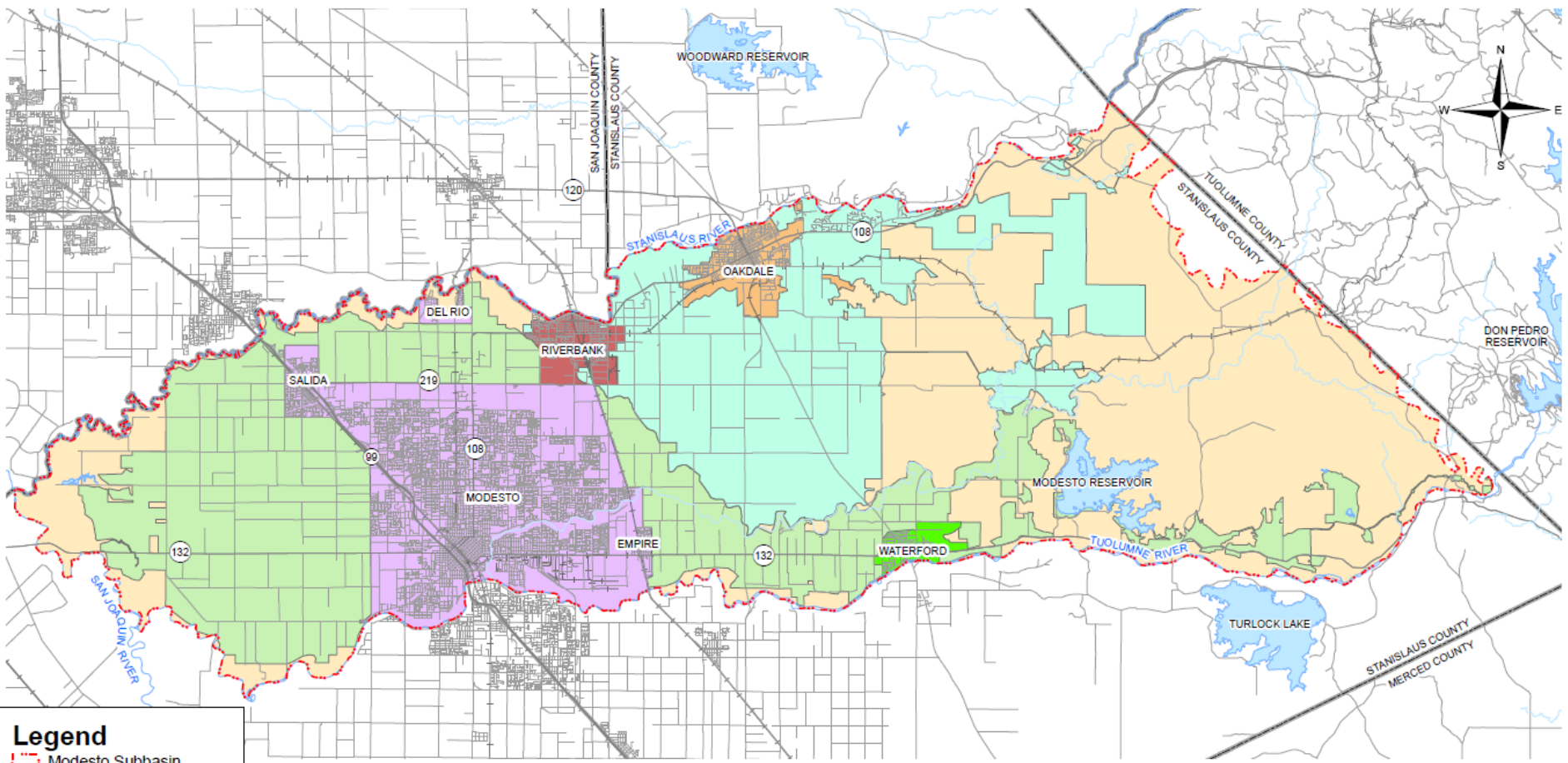
Critically Overdrafted Groundwater Basins – January 2016



STRGBA GSA

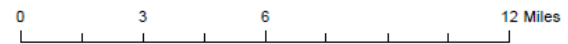
- Formed in 2017
- Exclusive GSA for that portion of the Modesto Sub-basin within Stanislaus County
- Awarded Groundwater Sustainability Plan (GSP) grant from the Department of Water Resources
- GSP to be completed by 2022

Modesto Subbasin Agencies



Legend

- Modesto Subbasin
- County Lines
- Stanislaus County
- City of Modesto
- City of Oakdale
- City of Waterford
- City of Riverbank
- Oakdale Irrigation District
- Modesto Irrigation District



January 10, 2017
Prepared By: LH

Alternatives

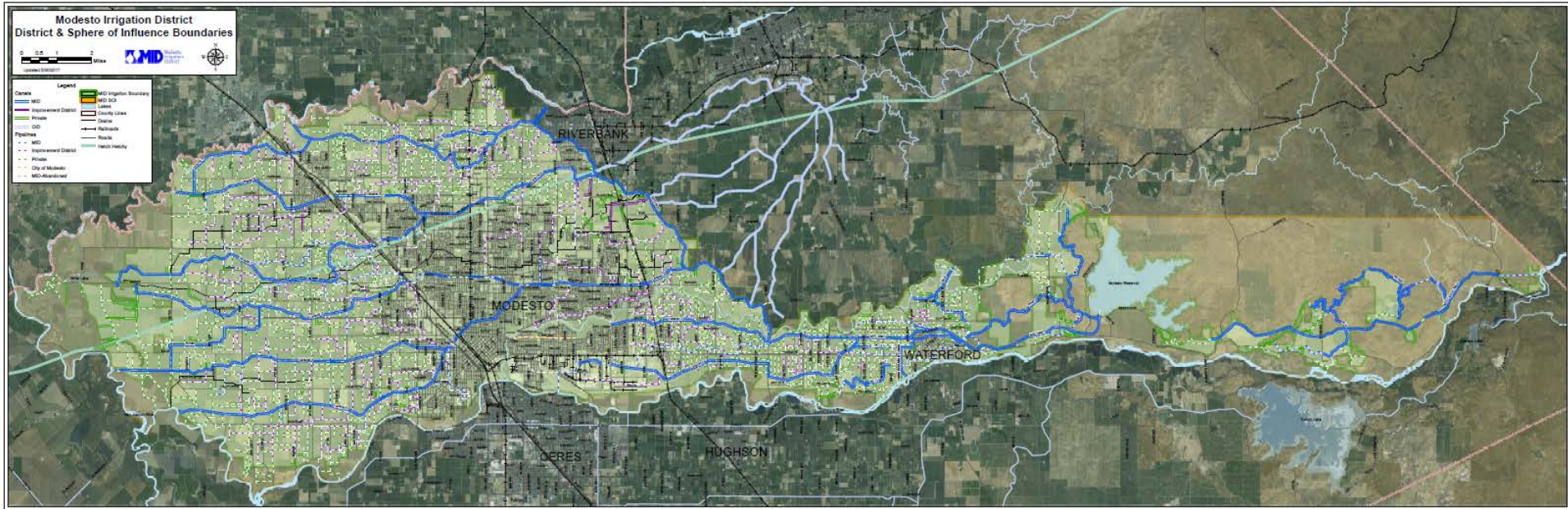
- Long-term
 - Spreading basins
 - Dry wells
 - Shallow flooding of permanent crops during dormancy
 - Misc. capital projects
- Short-term
 - MID Customers (agricultural and urban)
 - Outside existing irrigation boundaries, within existing sphere of influence and within the Modesto Sub-basin

Alternatives (Cont.)

- Short-term
 - MID Customers (agricultural and urban)
 - 42” of available water per irrigated acre and replenishment water available above 42”?
 - Outside existing irrigation boundaries, within existing sphere of influence and within the Modesto Sub-basin
 - Groundwater Replenishment Program?

Alternatives (Cont.)

- Groundwater Replenishment Program
 - Opportunistic
 - Supportive of Sustainable Groundwater Management Act
 - Additional revenue source
 - In-lieu recharge
 - Limited in duration



Discussion

- 42” of available water per irrigated acre and replenishment water available above 42”?
- Groundwater Replenishment Program?
 - Price
 - Program Application Agreement
 - Regulatory and permitting requirements



2017 GROUNDWATER REPLENISHMENT PROGRAM

Program Application Agreement (Rev. May 23, 2017)

Customer Information
Customer Name: Mailing Address: Phone Number:
Property Address: Total Acreage: Total Acreage to be Irrigated:
Crop(s) to be Irrigated:
Proposed Method of Irrigation: If Pump is Used for Irrigation: GPM
Proposed MID Conveyance facility from which water will be diverted: _____ (participating 2017 irrigated acres) x _____ (estimated acre-feet per acre) = _____ (calculated acre-feet) _____ (calculated acre-feet) x \$60 = _____ (total estimated amount owed)
Upfront Payment Required = _____ (50% of total estimated amount owed + \$100 application fee)

Modesto Irrigation District (“MID”) Board Resolution 2017-36 authorized a 2017 Groundwater Replenishment Program. The Groundwater Replenishment Program (“GRP”) is a voluntary program that allows an Eligible Landowner to receive MID replenishment water for irrigation purposes on applicable land located outside MID’s irrigation boundary for the benefit of groundwater replenishment within the Modesto Sub-basin. *GRP Terms and Conditions:*

1. The GRP shall apply only to record owners of real property located within the Modesto Sub-basin and within MID’s Sphere of Influence who meet all of the requirements listed below (“Eligible Landowners”).

- a. By execution of this Application Agreement certify to MID that they are in compliance with the irrigated lands regulatory program or the dairy program; and
 - b. Have all MID accounts current as of the date of this Agreement and at all times thereafter.
2. Tenants or leaseholders are responsible for obtaining all Landowner approvals. In the event MID requires confirmation of property ownership, Eligible Landowners agree, upon request by MID, to provide a copy of the title or deed to real property referenced herein prior to any delivery of said replenishment water.
3. Properly executed Application Agreements will be accepted by MID on a first come - first served basis.
4. Landowners are responsible for paying \$100 non-refundable application fee.
5. MID isn't responsible for securing private encroachments through adjacent parcels for the delivery of water.
6. The receipt of surface water through the GRP isn't a guarantee of water in subsequent years and shall come at no detriment to MID's existing agricultural and urban customers.
7. Landowner shall pay to MID \$60 for each acre-foot diverted under this Application Agreement. No GRP deliveries will be scheduled until MID receives payment equal to 50% of the total estimated amount owed plus the non-refundable application fee.
8. MID at its sole discretion will determine Landowner eligibility and GRP program capacity.
9. Only parcels with acreages equal to or greater than ten (10) acres may participate in the GRP.
10. This Application Agreement is subject to delivery of groundwater replenishment water for the 2017 irrigation season only. MID is under no obligation in the future to enter into subsequent agreements for the irrigation of lands outside MID's irrigation boundary.
11. Landowner shall be solely responsible for any and all permitting necessary to participate in the GRP, including environmental, state or local agency permitting.
12. The GRP may be discontinued or modified at any time at MID's sole discretion. MID reserves the right to amend, add or otherwise withdraw the terms set-forth above.
13. The use of groundwater replenishment water shall be for agricultural irrigation purposes only and the Landowner(s) shall demonstrate that the water received is put to

reasonable and beneficial uses at all times. Non-beneficial uses include water for lawns, pasture without livestock benefit, recreational ponds, and other practices as determined by the Water Operations Division. Water shall not be used directly or indirectly for any domestic, commercial or industrial purposes.

14. Consistent with the intent of the GRP, Landowner agrees to refrain from use of groundwater resources to the extent that surface water made available through the GRP is accessible from MID.
15. The receipt of surface water through the GRP is limited to currently developed agricultural lands that are solely reliant upon groundwater from the Modesto Sub-basin.
16. All private facilities located within MID rights of way shall be so installed on a temporary basis at the Landowners expense and approved by the Water Operations Division.
17. Landowner(s) agree to comply with the District's Rules and Regulations Governing the Distribution of Irrigation Water in the Modesto Irrigation District. Non-compliance with any policy or rules of MID could result in forfeiture of groundwater replenishment water deliveries.
18. MID is under no obligation, either now or in the future, to furnish, construct or maintain any diversion or service structures or facilities on behalf of the above described property.
19. Landowner(s) agree to provide direct vehicle ingress and egress to MID agents during the term of this Application Agreement.
20. MID makes no representation, guarantee or warranty to Landowner regarding the availability of irrigation water or the quantity, quality, or delivery times of said water.
21. Upon termination of this Application Agreement, the Landowner(s) agrees to pay all costs incurred with retiring and removing those facilities that are no longer needed for water deliveries as determined by MID.
22. Landowner(s) hereby acknowledges that MID sells water as a commodity only and not as a guaranteed service and therefore agrees to hold MID, its officers, agents, and employees free and harmless from any liability or damage, including loss of profit or prospective business advantage, which may occur, arise or result from defective water quality, water shortage, fluctuation in flow or interruptions in service.

Agreement

To participate in the GRP, Landowner agrees to comply with the terms and conditions set forth herein, which includes the GRP Terms and Conditions and MID's Rules and Regulations Governing the Distribution of Irrigation Water Within the Modesto Irrigation District, all of which are incorporated herein by reference. Landowner represents that Landowner is legally entitled to enter into this Application Agreement.

This Application Agreement is entered into solely for the benefit of Landowner and MID; may be executed in counterparts with each deemed an original and all of which taken together shall constitute a single instrument; and constitutes the entire agreement between the parties on the matters contained herein.

Landowner agrees that any and all use of water delivered by MID shall be consistent with MID's water rights, jurisdictional boundaries, and all applicable laws, rules, regulations ordinances and policies.

Landowner shall indemnify and hold MID harmless for and from any and all liabilities, costs, demands or any other legal claims arising from or related to Landowner's conduct or activities arising from or related to GRP participation. ____ (initials) Neither MID nor any MID director, officer, employee, agent or representative shall be liable for damage **of any kind** resulting from Landowner's participation in the GRP or from any non-MID works or the water flowing therein, or for any waste or other misuse of water by any end-user.

I, the undersigned, do hereby attest that I have accurately represented my identity; that I am the owner of the real property subject to this Application Agreement and am duly authorized to enter into this Application Agreement.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge and that this verified Application Agreement was executed at Stanislaus County on _____.

Date

The parties hereby execute this Agreement as of the date below.

****LANDOWNER**

MODESTO IRRIGATION DISTRICT

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

**** for additional Landowner signatures, please attach sheets as necessary.**

FOR MID USE ONLY:

(circle one) <u>Approval</u> / <u>Rejection</u>	Date: _____	Name: _____ Title: _____
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