

# Cachuma Project Water Rights Hearing

October 2003

## Panel IV

Presenter:

**William R. Mills**

Consulting Engineer

Cachuma Conservation Release Board

# Settlement Agreement

- o Agreement between Cachuma Member Units, SY River Water Conservation District and City of Lompoc
- o Objective of Agreement is to *Resolve outstanding water rights and water quality issues, including Hearing Notice Issues 4 and 5*

## Settlement Agreement presented in two parts...

- Part I-An overview of agreement provisions
  - 2 areas require changes in Board Order
  - Other provisions do not require Order changes
- Part II-Describe needed Order changes
  - Calculation of BNA Credits
  - Exhibit C

## Part I - Overview of Agreement Provisions

- Support for WR 89-18
- Conjunctive Operation with Fish Releases
- Deliveries of State Water during releases
- Review of Conjunctive Operations after operating experience
- Modified winter storm operations
- Withdrawal of claims by City of Lompoc
- Protection of Public Trust Resources

## Paragraph 1.1 - Support of WR 89-18

- All parties agree that the Order, as modified, will:
  - Protect downstream water rights and,
  - Not adversely affect downstream water quality
- City of Lompoc's concerns over quality are satisfied by concurrent State Water release and water rights releases (Par. 1.5)

## Paragraph 1.2 Conjunctive operation with fish releases

- Requires that future downstream releases will be made in a manner similar to historic practices
- Requires that water rights releases average 65 days per year over a 10 year period - a moving average
- Ensures that water rights releases will help meet target flows of the BO
- Conjunctive release operation helps minimize fish release impacts on Cachuma yield
- No Board action is required

Paragraph 1.3 – Conjunctive operation with the  
Below Narrows Account and  
Paragraph 1.4 – Technical amendments to WR  
89-18

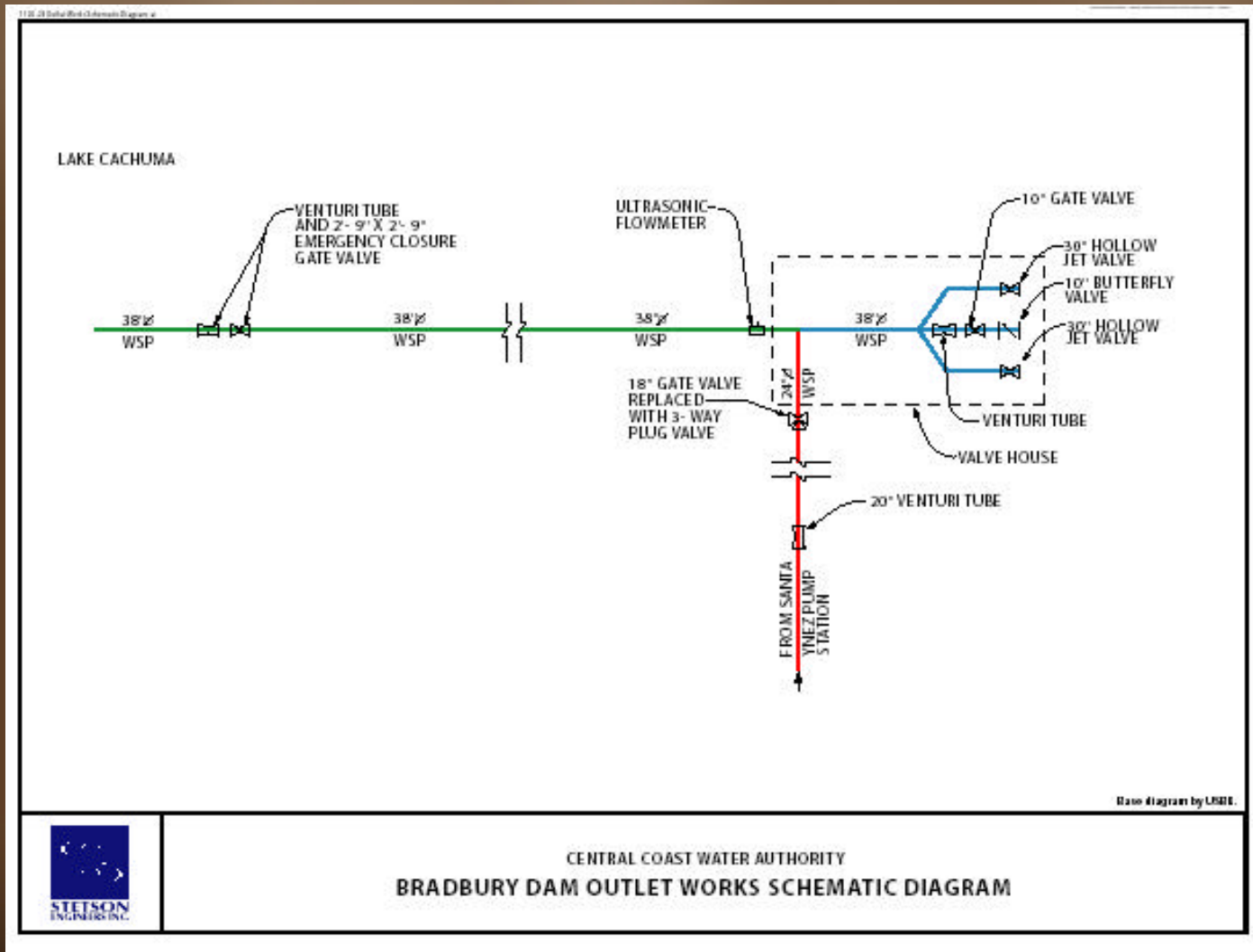
- *To be presented by Mr. Ali Shahroody*

## Paragraph 1.5 – Deliveries during downstream water rights releases

- SWP water is delivered into the outlet works of Bradbury Dam (Exhibit 220-C)
- If SWP deliveries are made concurrently with downstream water rights releases, the commingling results in improved quality of the release water (Exhibit 220-D)
- The BO limits SWP water to 50% of total release
- Objective: To schedule SWP deliveries to coincide with downstream releases
- No Board action is required



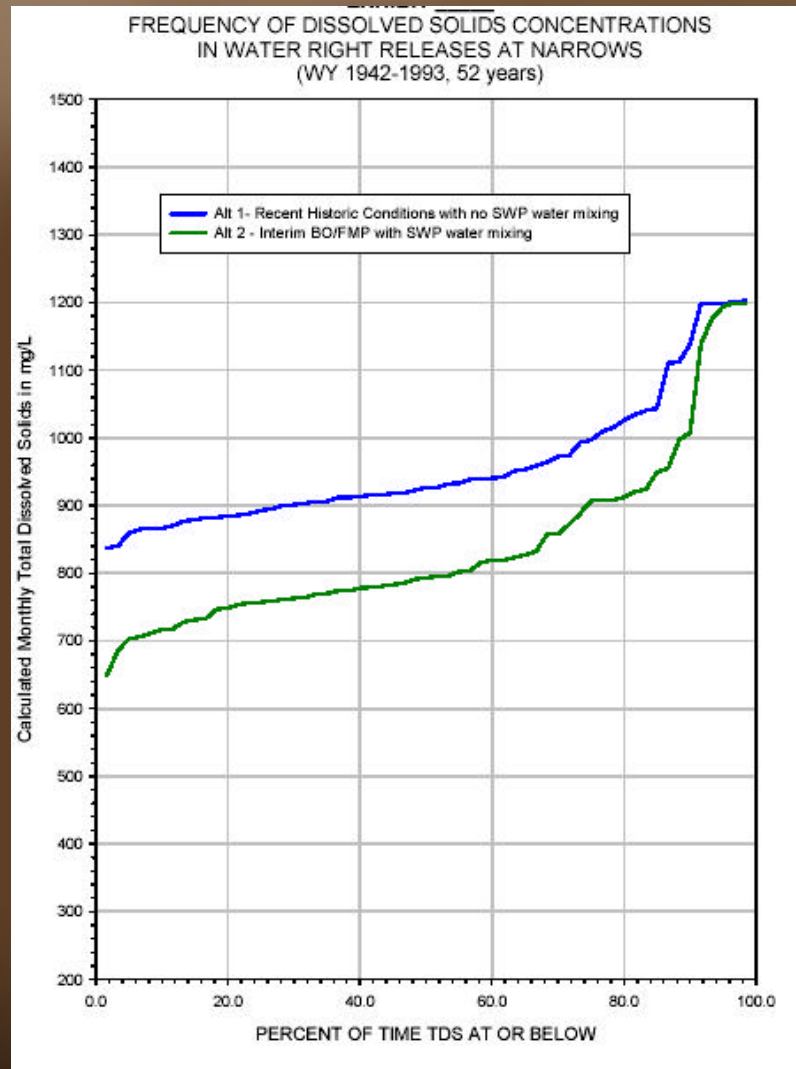
# Exhibit showing outlet works at Bradbury Dam



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# Exhibit showing projected water quality improvement in release water



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## Paragraph 1.6 – Subsequent review of conjunctive operations

- o Parties agree to review and value conjunctive operations after a 10 year period
- o Revision by mutual consent or,
- o Return to State Board if objectives of agreement are not being met

# Other provisions of the Settlement Agreement

- Par. 2, Modified winter storm operations
  - All parties agree to adopt and support the operational procedures
- Par. 3, Lompoc withdrawal of claims
  - City of Lompoc withdraws protest of *Change in place and purpose of use* (WR 94-5) and other claims
- Par. 4, Protection of public trust resources-consistent with the Fish Management Plan
  - To be presented by Ms. Jean Baldrige

**Return to  
Main Menu**

