

## DOCKETED

<b>Docket Number:</b>	97-AFC-01C
<b>Project Title:</b>	High Desert Power Plant (COMPLIANCE)
<b>TN #:</b>	210498
<b>Document Title:</b>	Supplemental Information to TN 210280
<b>Description:</b>	Letter from Mojave Water Agency describing how groundwater utilized by the High Desert Power Project is accounted for.
<b>Filer:</b>	AbdelKarim Abulaban
<b>Organization:</b>	Mojave Water Agency
<b>Submitter Role:</b>	Public
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February 19, 2016

Abdel-Karim Abulaban  
California Energy Commission  
1516 Ninth Street  
Sacramento, CA 95814

Re: High Desert Power Project (97-AFC-01C)

Dear Mr. Abulaban:

Please refer to the ROC of December 22, 2015 in response to your letter submitted to us dated December 4, 2015.

Additionally, any change that would allow for water to be stored at a different location than through the injection wells currently permitted by the CEC would require a new or modified Storage Agreement between Watermaster and City of Victorville. A new or modified storage agreement would need to be submitted to Watermaster and approved by the Board at a regularly scheduled meeting.

Further there may be some confusion regarding the accounting of water currently being utilized by HDPP.

1. State Water Project water that is imported by MWA and directly delivered to HDPP at the power plant for plant operations is accounted for on a one for one basis (1 : 1). Imported SWP is considered supplemental water to the basin and is not considered part of the natural groundwater supply.
2. State Water Project water that is imported by MWA and directly delivered to HDPP at the power plant for injection into the HDPP storage bank is accounted for on a one for one basis (1 : 1). Once again, imported SWP is considered supplemental water to the basin and is not considered part of the natural groundwater supply.

Additionally, any future water that is imported by MWA and delivered to another recharge/storage location but counted into HDPP's storage bank would be accounted for on a one for one basis (1 : 1) subject to CEC approval and approval of a new or modified storage agreement between Watermaster and City of Victorville as noted in the second paragraph above.

3. Any water that is pumped from the groundwater basin by City of Victorville (other than water that is pumped from HDPP's current permitted storage bank) is pursuant to the Adjudication. City of Victorville has a Base Annual Production right, based in part on the natural water supply of the Alto Subarea of the Mojave Basin, and includes return flow of production per the Court Judgment in *City of Barstow, et al. v. City of Adelanto, et al., Riverside County Superior Court Case No. 208568*. The Judgment contains a clause that requires that any change in consumptive use of the water being pumped, requires an adjustment to the parties' available Free Production Allowance. This adjustment mitigates for loss of return flows to the groundwater basin as a result of increased consumptive use.

Specifically, groundwater pumping by City of Victorville for HDPP results in a change in consumptive use as the power plant consumes 100% of the water it uses. In order to mitigate for this change in consumptive use, Watermaster will charge City of Victorville's available yearly Free Production Allowance at two (2) acre-feet for each (1) acre-foot (2 : 1) delivered to the power project for water delivered under its "untreated water delivery service agreement" with HDPP. The adjustment made by Watermaster for this pumping results in a net neutral position to the groundwater basin as required by the Judgment. HDPP is not a party to the Judgment, but we will continue implement the Judgment as it pertains to the City of Victorville.

In 2003 the California Department of Fish and Game and Victor Valley Reclamation Authority entered into a Memorandum of Understanding regarding the discharge of treated wastewater to the Mojave River. Although MWA was not a party to this agreement, we support it in that it reflects a compromise of all the parties at the time it was put together.

I hope this helps clarify the water sources and adjustments made for HDPP's water use.

Sincerely,



Kirby Brill  
General Manager

cc: William J. Brunick, Esq.