

APPENDIX D

- 1. MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN EAFB, CDFG AND LACSD**
- 2. MEMORANDUM OF AGREEMENT (MOA) BETWEEN
DISTRICT NO. 14 AND EAFB**

**1. MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN EAFB, CDFG AND LACSD**



COUNTY SANITATION DISTRICTS
LOS ANGELES COUNTY

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Mr. R. Edwards
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to be
of*

RECEIVED
MAY 13 1981
FISH & GAME
REGION 4

955 Workman Mill Road / Whittier, California
Mailing Address: / P. O. Box 4998, Whittier, California 90606
Telephone: (213) 699-7411 / From Los Angeles (213) 685-1111

WALTER E. GARRISO
Chief Engineer and General Manager

May 6, 1981

File No. 14-14.01-24/81

Regional Manager
California Department of Fish and Game, Region 4
1234 East Shaw Avenue,
Fresno, California 93710

Col. C. H. Roth
6510 ABG/DE
Edwards Air Force Base
Lancaster, California 93523

Gentlemen:

Completion of Facilities Planning for
Los Angeles County Sanitation District 14
(Lancaster Water Reclamation Plant)

As you are aware, the recommended project in the Final Wastewater Facilities Plan for District 14 includes a project to reuse a portion of the effluent from the Lancaster Water Reclamation Plant for agricultural irrigation. In order to insure that adequate quantities of reclaimed water are available for agricultural use and for maintaining Paiute Ponds, a 500 million gallon storage reservoir will also be an integral part of the project. The seasonal storage reservoir will be able to capture excess winter effluent which is currently lost as overflow to Rosamond Dry Lake and will reduce evaporative losses by utilizing a smaller surface area to volume ratio than the existing stabilization ponds and thus make available more effluent for productive use. The reservoir will provide the flexibility for controlled discharge to Paiute Ponds to maintain its current area of approximately 200 acres and eliminate overflows to Rosamond Dry Lake, except as a result of storm runoff during periods of heavy rainfall. The delivery schedule for discharge to Paiute Ponds, which will be maintained at 200 acres year-round, will be 1,000 gallons per minute (1.44 mgd) for the period April through September and a discharge rate equivalent to the evaporative loss from a 200-acre impoundment for the period October through March. The basis for this delivery schedule are the water balance analyses contained in the Facilities Plan.

Mutual agreement was reached at our August 6, 1980, meeting between the California Department of Fish and Game, the Department of the Air Force (Edwards Air Force Base), and the Lahontan Regional Water Quality Control Board regarding the irrigation plan, storage reservoir, and delivery schedule. The Wastewater Facilities Plan was subsequently finalized and the recommended project was the subject of an information meeting and public hearing held in-

Regional Manager
California Department of Fish and Game, Region 4

May 6, 1981

Col. C. H. Roth
Edwards Air Force Base


Lancaster in January and February of this year. During State Clearinghouse review, the California Department of Transportation also requested that Paiute Ponds not be expanded. The Board of Directors of Sanitation District 14 approved the Project Report and certified the final EIR on March 25, 1981.

In order to complete facilities planning so that project design can proceed, the Environmental Review Unit of the Division of Water Quality, State Water Resources Control Board, has requested that written concurrence be obtained from both the California Department of Fish and Game and the Department of the Air Force regarding the acceptability of the proposed delivery schedule and maintenance of Paiute Ponds.

Although mutual agreement has been reached and the Districts believe that the recommended plan protects the interests of all parties, in order to comply with the State's requirement, it is requested that the Department of Fish and Game, Region 4; and the Department of the Air Force, Edwards Air Force Base, provide the Districts with written confirmation of the acceptability of the plan for maintenance of Paiute Ponds and the effluent delivery schedule by May 22, 1981. To expedite this matter a signed copy of this letter can be returned to this office as acknowledgment of project concurrence in lieu of a formal written response. An extra copy of this letter is enclosed for your convenience.

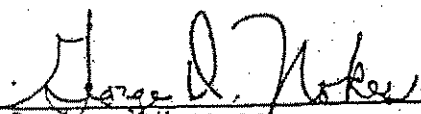
If you have any questions or require additional information, please call Mr. Gary Yoshida at this office.

Very truly yours,
Walter E. Garrison

By 
James C. Gratteau
Asst. Department Head
Technical Services Department

JCG:GY:ed

Attachment: Facilities Plan
Distr. List


Regional Manager
California Department of Fish
and Game, Region 4

Col. C. H. Roth
Department of the Air Force
Edwards Air Force Base

Regional Manager
California Department of Fish and Game, Region 4

May 6, 1981

Col. C. H. Roth
Edwards Air Force Base


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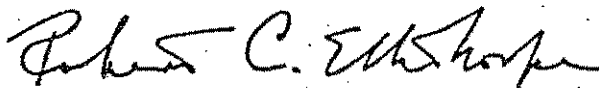
Very truly yours,
Walter E. Garrison

By 

James C. Gratteau
Asst. Department Head
Technical Services Department

JCG:GY:ed

Attachment: Facilities Plan
Distr. List



Regional Manager
California Department of Fish
and Game, Region 4

ROBERT C. ELLITHORPE, Col, USAF
Department of the Air Force
Edwards Air Force Base

**2. MEMORANDUM OF AGREEMENT (MOA) BETWEEN
DISTRICT NO. 14 AND EAFB**

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made and entered into this 8th day of March, 1991 by and between the Air Force Flight Test Center, Edwards Air Force Base (hereinafter referred to as AFFTC) and County Sanitation District No. 14 of Los Angeles County (hereinafter referred to as District 14). This MOA addresses the long term management, operation, and maintenance of Piute Ponds and Impoundments Areas located on Edwards Air Force Base south of Rosamond Dry Lake as shown on Exhibit A.

WITNESSETH

WHEREAS, District 14 owns and operates a wastewater treatment plant located westerly of Edwards Air Force Base; and

WHEREAS, Rosamond Dry Lake is located within the borders of Edwards Air Force Base; and

WHEREAS, flooding of Rosamond Dry Lake adversely impacts the accomplishment of the military mission of the AFFTC; and

WHEREAS, this MOA establishes the parameters under which the AFFTC will accept discharge of effluent water from District 14 onto Edwards Air Force Base; and

WHEREAS, this MOA also assigns maintenance and operation responsibilities for Piute Ponds and Impoundment Areas used by District 14 on Edwards Air Force Base; and

WHEREAS, the discharge of treated effluent from District 14 onto Edwards Air Force Base is governed by discharge requirements issued by the California Regional Water Quality Control Board-Lahontan Region (hereinafter referred to as RWQCB); and

WHEREAS, a three party agreement (hereinafter referred to as MOU) as detailed in a letter dated May 6, 1981 and signed by the U.S. Air Force, California Department of Fish and Game, Region 4, and District 14 stipulates discharge to Paiute (sic) Ponds, which will be maintained at 200 acres year-round, will be 1,000 gallons per minute (1.44 mgd) for the period April through September and a discharge rate equivalent to the evaporative loss from a 200-acre impoundment for the period October through March.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. District 14 may discharge treated effluent onto Edwards Air Force Base from its treatment plant at the locations and subject to the terms and conditions of this agreement. To this end, District 14 will ensure that Rosamond Dry Lake will remain free from effluent water flooding.

2. In order for the AFFTC to retain the capability of utilizing Rosamond Dry Lake for tests and evaluation of aerospace vehicles, the year-around discharge to Piute Ponds will not exceed either the inlet capacity or the holding capacity of the Piute Ponds nor will there be overflow from the Piute Ponds spillways except as a result of natural stormwater input. This result will be accomplished in part through compliance with Board Order requirements of RWQCB that prohibit effluent overflows onto Rosamond Dry Lake. District 14 shall not be responsible for controlling stormwater which drains naturally to Rosamond Dry Lake due to the topography of the area.

3. Restricted access with respect to public use of all Edwards Air Force Base property will continue.

4. Impoundment Areas A, B, and C.

(a) Discharge of water to Impoundment Areas will be restricted to the seasonal period of 1 November through 15 April as required by District 14 for disposal of effluent water, and will not exceed either the inlet capacity or the holding capacity nor overflow the Impoundment Areas spillways except by natural stormwater input.

(b) Control of inflow of water during this seasonal period will be the sole and exclusive responsibility of the AFFTC. The 6500 Air Base Wing Commander may delegate this authority in writing for the period of 1 November through 15 April of each year and at such other times as may be deemed appropriate upon written request from District 14.

c. Written request for delegation of authority to control this seasonal inflow must be submitted to the 6500 Air Base Wing Commander not later than 1 August of each year.

5. It shall be the responsibility of District 14 to conduct routine maintenance, ensuring the integrity of all structures constituting Piute Ponds and Impoundment Areas.

6. Neither the AFFTC nor District 14 shall be obligated to replace Piute Ponds, Impoundment Areas and associated structures should they become damaged or destroyed.

7. All ground disturbing undertakings required for maintenance outside Piute Ponds and the Impoundment Areas by District 14 or its contractors will be coordinated with the Environmental Planning and Compliance Branch of the AFFTC. Proponents of planned undertakings will be responsible for accomplishing any necessary environmental compliance.

8. District 14 will monitor the chemical and biological quality of the effluent to ensure that water delivered to Edwards Air Force Base complies with all applicable Federal, State and local laws, rules and regulations relating to treated effluent water generated by District 14. Results of all such monitoring and testing shall be fully disclosed and available upon request to the AFFTC.

9. District 14 will notify the AFFTC of any known hazards that may pose a threat to human health and safety and will remediate any such hazards resulting from effluent discharges to Edwards Air Force Base.

10. District 14 and AFFTC will coordinate to perform vegetation control to minimize fire hazards. Vegetation control through controlled burns or other means will be provided by AFFTC on an annual basis for an area not to exceed 25% nor to occur more than once per year. District 14 will support this action by directing flows to allow areas designated for control burns to be dry prior to the burn.

11. Administrative:

(a) This MOA will become effective when signed by both parties hereto and shall remain in effect until terminated as provided for herein.

(b) This MOA may be terminated:

(i) by mutual agreement of both parties;

(ii) upon 365-day written notice by either party, or

(iii) immediately by either party upon written notification of failure to comply with the terms of this agreement by the other party hereto.

(c) Revisions and modifications to this MOA may be proposed by either party and shall become effective upon approval in writing by both parties.

12. The AFFTC and District 14 designate the following offices which shall be responsible for the administration and management of this MOA:

AFFTC: Environmental Planning and Compliance Branch
6500 ABW/DEV
Edwards Air Force Base CA 93523-5000
(805) 277-8092

District 14: Financial Planning and Property Management Section
County Sanitation Districts of Los Angeles County
P.O. Box 4998
Whittier CA 90607-4998
(213) 699-7411

APPROVED AS TO FORM:
KNAPP, MARSH, JONES AND DORAN

COUNTY SANITATION DISTRICT NO. 14
OF LOS ANGELES COUNTY

By: *Bill Marshall* Date: 2-25-91 By: *[Signature]* Date: 2-28-91
District Counsel Chairperson, Board of Directors

ATTEST:

By: *[Signature]* Date: 2-28-91 By: *J.P. Brady* Date: 8 March 91
Secretary J.P. BRADY
Chief, Plans and Programs Office
Air Force Flight Test Center

AIR FORCE FLIGHT TEST CENTER

ROSAMOND DRY LAKE

PIUTE PONDS



SPILLWAY

AVE 'C'

IMPOUNDMENT AREAS

EDWARDS A.F.B.

10th STREET EAST

B

C



Scale 1" = 2000'

DIVISION STREET / SHUTTLE ROAD

BOUNDARY LINE

AVE 'C'

INLET DITCH

42 381 30 SHEETS 3 SQUARE
42 382 30 SHEETS 3 SQUARE
42 383 30 SHEETS 3 SQUARE
42 384 30 SHEETS 3 SQUARE
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