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June 6, 2013

UCSD Board of Trustees:

SUSTAINING LEVELS OF DISCHARGE

Paragraph 5 of the District's draft policy on effluent sales states that "providing some minimum sustaining level of effluent discharge to support aquatic uses of the creeks during drought is highly desirable."

We still have problems with this paragraph and believe that in any effluent sale, the District should commit itself to maintaining a minimum level of effluent discharge to protect existing uses, both aquatic and recreational throughout the year, not simply during drought. While the District may have no legal duty to provide a minimum discharge, we believe it has a moral one, and it is clear from the many comments received on May 8th and since then, that many others believe this to be true as well.

We suggest the draft policy be amended to state that providing a minimum sustaining level of effluent discharge to support existing uses, both aquatic and recreational, is required to protect the receiving streams.

In addition, we believe that a finding of what constitutes a "sustaining level of effluent discharge" should be determined through consultation with experts who possess the knowledge and experience to advise the District on what flows are necessary for protection of aquatic life in both the Saline Branch and the Copper Slough. We heard from George Roadcap at the May 8th meeting that there are scientists at the University of Illinois that could advise the District on this important matter. We have asked Rick Manner to consult with the University and to include Prairie Rivers Network in those meetings.

CONTRACT ISSUES

Rick Manner has assured us that minimum discharges to Copper Slough and the Saline Branch will be maintained to protect aquatic life in those streams and that any contract with Cronus will include a provision that allows the District to meet those minimum discharge quotas. We understand this to mean that the contract will require delivery of a maximum of 6.3 MGD only when a specified volume of effluent is available. The specified volume would equal 6.3 MGD + minimum effluent discharge for sustaining aquatic life. Thus, hypothetically speaking if the min discharge = 3.7MGD, then the District is only responsible for delivering

6.3 MGD when the effluent is greater than $6.3 + 3.7$ or 10 MGD. If the effluent available is less than 10 MGD, then the amount of effluent due to Cronus is reduced accordingly.

We understand that there has also been some discussion between Rick Manner and Cronus that would reduce the amount deliverable to Cronus per the contract under “drought” conditions. We are not clear what drought conditions are in this case, but we do support provisions such as these.

The problem, however, lies in enforcement of such terms.

Although the District appears to be making an important promise to the public regarding maintaining minimum discharges to protect the streams, under the present scenario, there is no mechanism for enforcement of such promise. Who will hold the District to its promise should effluent volume decrease due to drought or increased efficiency or slower growth?

The contract should include a provision allowing a third party, such as Prairie Rivers Network, to enforce the minimum discharge commitments. Such a provision would give the public a great deal of confidence in this deal while holding future trustees accountable for the promises made today. Rick has generously offered to consult with Prairie Rivers Network regarding some of the provisions of the contract and we are ready and willing to do so.

Thank you for your time and attention to this important matter.

Kim Knowles