

110TH CONGRESS
1ST SESSION

S. 1473

To authorize the Secretary of the Interior, acting through the Bureau of Reclamation, to enter into a cooperative agreement with the Madera Irrigation District for purposes of supporting the Madera Water Supply Enhancement Project.

IN THE SENATE OF THE UNITED STATES

MAY 24, 2007

Mrs. FEINSTEIN introduced the following bill; which was read twice and referred to the Committee on Energy and Natural Resources

A BILL

To authorize the Secretary of the Interior, acting through the Bureau of Reclamation, to enter into a cooperative agreement with the Madera Irrigation District for purposes of supporting the Madera Water Supply Enhancement Project.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Madera Water Supply
5 Enhancement Act”.

6 **SEC. 2. DEFINITIONS.**

7 For the purposes of this Act:

1 (1) The term “District” means the Madera Irriga-
2 tion District, Madera, California.

3 (2) The term “Project” means the Madera
4 Water Supply Enhancement Project, a groundwater
5 bank on the 13,646 acre Madera Ranch in Madera,
6 California, owned, operated, maintained, and man-
7 aged by the District that will plan, design, and con-
8 struct recharge, recovery, and delivery systems able
9 to store up to 250,000 acre-feet of water and recover
10 up to 55,000 acre-feet of water per year.

11 (3) The term “Secretary” means the Secretary
12 of the United States Department of the Interior.

13 (4) The term “total cost” means all reasonable
14 costs, such as the planning, design, permitting, fi-
15 nancing, and construction of the Project and the fair
16 market value of lands used or acquired by the Dis-
17 trict for the Project. The total cost of the Project
18 shall not exceed \$90,000,000.

19 **SEC. 3. NO FURTHER STUDIES OR REPORTS.**

20 (a) FINDINGS.—Congress finds that the Bureau of
21 Reclamation and others have conducted numerous studies
22 regarding the Project, including, but not limited to the
23 following:

24 (1) Bureau of Reclamation Technical Review
25 Groups Final Findings Memorandum, July 1997.

1 (2) Bureau of Reclamation Madera Ranch Arti-
2 ficial Recharge Demonstration Test Memorandum,
3 December 1997.

4 (3) Bureau of Reclamation Madera Ranch
5 Groundwater Bank Phase 1 Report, 1998.

6 (4) Draft Memorandum Recommendations for
7 Phase 2 Geohydrologic Work, April 1998.

8 (5) Bureau of Reclamation Madera Ranch
9 Water Banking Proposal Economic Analysis—MP—
10 340.

11 (6) Hydrologic Feasibility Report, December
12 2003.

13 (7) Engineering Feasibility Report, December
14 2003.

15 (8) Feasibility Study of the Preferred Alter-
16 native, Water Supply Enhancement Project, 2005.

17 (9) Engineering Feasibility Report, June 2005.

18 (10) Report on Geologic and Hydrologic Test-
19 ing Program for Madera Ranch.

20 (11) Engine Driver Study, June 2005.

21 (12) Wetlands Delineation, 2000, 2001, 2004,
22 and 2005.

23 (13) Madera Ranch Pilot Recharge: Interim
24 Technical Memorandum, May 2005.

1 (14) Integrated Regional Water Management
2 Plan, July 2005.

3 (15) Certified California Environmental Quality
4 Act (CEQA) Environmental Impact Report (EIR),
5 September 2005.

6 (16) Baseline Groundwater Level Monitoring
7 Report, January 2006.

8 (17) Final Appraisal Study, Madera Irrigation
9 District Water Supply Enhancement Project, Octo-
10 ber 2006.

11 (18) WDS Groundwater Monitoring Status Re-
12 port to Madera Ranch Oversight Committee, Novem-
13 ber 2006.

14 (b) NO FURTHER STUDIES OR REPORTS.—Pursuant
15 to the Reclamation Act of 1902 (32 Stat. 388) and Acts
16 amendatory thereof and supplemental thereto, the Project
17 is feasible and the Bureau of Reclamation shall not con-
18 duct any further studies or reports related to determining
19 the feasibility of the Project.

20 **SEC. 4. COOPERATIVE AGREEMENT.**

21 All planning, design, and construction of the Project
22 authorized by this Act shall be undertaken in accordance
23 with a cooperative agreement between the Secretary and
24 the District for the Project. Such cooperative agreement
25 shall set forth in a manner acceptable to the Secretary

1 and the District the responsibilities of the District for par-
2 ticipating, which shall include—

- 3 (1) engineering and design;
- 4 (2) construction; and
- 5 (3) the administration of contracts pertaining
6 to any of the foregoing.

7 **SEC. 5. AUTHORIZATION FOR THE MADERA WATER SUPPLY**
8 **AND ENHANCEMENT PROJECT.**

9 (a) **AUTHORIZATION OF CONSTRUCTION.**—The Sec-
10 retary, acting pursuant to the Federal reclamation laws
11 (Act of June 17, 1902; 32 Stat. 388), and Acts amend-
12 atory thereof or supplementary thereto, as far as those
13 laws are not inconsistent with the provisions of this Act,
14 is authorized to enter into a cooperative agreement
15 through the Bureau with the District for the support of
16 the design, and construction of the Project.

17 (b) **COST SHARE.**—The Federal share of the capital
18 costs of the Project shall not exceed 25 percent of the total
19 cost as defined in section 2(4). Capital, planning, design,
20 permitting, financing, construction, and land acquisition
21 costs incurred by the District prior to the date of the en-
22 actment of this Act shall be considered a portion of the
23 non-Federal cost share.

1 (c) IN-KIND SERVICES.—In-kind services performed
2 by the District shall be considered a part of the local cost
3 share to complete the Project authorized by subsection (a).

4 (d) CREDIT FOR NON-FEDERAL WORK.—The Dis-
5 trict shall receive credit toward the non-Federal share of
6 the cost of the Project for—

7 (1) reasonable costs incurred by the District as
8 a result of participation in the planning, design, per-
9 mitting, financing, and construction of the Project;
10 and

11 (2) for the fair market value of lands used or
12 acquired by the District for the Project.

13 (e) LIMITATION.—The Secretary shall not provide
14 funds for the operation or maintenance of the Project au-
15 thorized by this section. The operation, ownership, and
16 maintenance of the Project shall be the sole responsibility
17 of the District.

18 (f) PLANS AND ANALYSES CONSISTENT WITH FED-
19 ERAL LAW.—Before obligating funds for design or con-
20 struction under this section, the Secretary shall work co-
21 operatively with the District to use, to the extent possible,
22 plans, designs, and engineering and environmental anal-
23 yses that have already been prepared by the District for
24 the Project. The Secretary shall ensure that such informa-

1 tion as is used is consistent with applicable Federal laws
2 and regulations.

3 (g) TITLE; RESPONSIBILITY; LIABILITY.—Nothing in
4 this section or the assistance provided under this section
5 shall be construed to transfer title, responsibility or liabil-
6 ity related to the Project to the United States.

7 (h) AUTHORIZATION OF APPROPRIATION.—There is
8 authorized to be appropriated to the Secretary to carry
9 out this Act \$22,500,000 or 25 percent of the total cost
10 of the Project, whichever is less.

11 **SEC. 6. SUNSET.**

12 The authority of the Secretary to carry out any provi-
13 sions of this Act shall terminate 10 years after the date
14 of the enactment of this Act.

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