

REFILL AGREEMENT FOR STUMPY MEADOWS RESERVOIR
2020 WATER TRANSFER FROM
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
TO
WESTLANDS WATER DISTRICT

THIS AGREEMENT is made as of the 14th day of August, 2020, by and between the California Department of Water Resources (DWR), the United States Bureau of Reclamation (Reclamation), and Georgetown Divide Public Utility District (District), a public agency in the State of California.

The following refill criteria and refill impacts accounting procedures pertain to the temporary transfer of up to a total of 2,000 acre-feet of water released from the District's Stumpy Meadows Reservoir for delivery to Westlands Water District (Westlands). The District also has a separate Conveyance Agreement SWPAO # 20-741 with DWR and Westlands regarding the transfer of stored releases from Stumpy Meadows Reservoir.

RECITALS

- A. The District is a public agency created and existing pursuant to the provisions of the Public Utility District Act (California Public Utilities Code section 15501 et seq.) and is empowered to enter into contracts to sell water for use outside of its service area; and,
- B. The District owns and operates Stumpy Meadows Reservoir and holds water rights to Pilot Creek, a tributary of the Rubicon River, for diversion to storage in that reservoir pursuant to Water Right Permit 12827 (Application A005644A) by the State Water Resources Control Board; and,
- C. DWR operates the State Water Project (SWP), of which the Harvey O. Banks Pumping Plant (Banks), located in the Sacramento-San Joaquin Delta (Delta) of which the American River is tributary, is also a part; and,
- D. Reclamation operates the Central Valley Project (CVP), of which Folsom Reservoir, located downstream of Stumpy Meadows Reservoir, is a part, and of which the Bill Jones Pumping Plant (Jones) located in the Delta of which the American River is tributary, is also a part; and,
- E. DWR and Reclamation coordinate operations at Folsom Reservoir, and at Banks and Jones pumping plants; and,
- F. The District has entered into a purchase agreement with Westlands, to implement in 2020 a one-year temporary transfer pursuant to Water Right Permit

12827 (Application 5644A) to Westlands that includes up to 2,000 acre-feet of previously stored water in Stumpy Meadows Reservoir, resulting in a lower end of September storage level in Stumpy Meadows Reservoir than planned without the transfer; and

- G. DWR, Reclamation, and the District will review the operational data following the water transfer to assess refill of Stumpy Meadows Reservoir.

NOW, THEREFORE, the parties have agreed as follows:

1. PURPOSE

The purpose of this Reservoir Refill Agreement is to track the Vacated Storage as a result of this transfer and to set forth refill criteria and refill impacts accounting procedures that pertain to the refill of the Vacated Storage in Stumpy Meadows Reservoir as a result of this transfer in order to avoid adverse water supply impacts to Reclamation and DWR.

2. DEFINITIONS

When used in this Agreement, the following terms have the meanings set forth below.

- a. "Actual Storage" shall mean the observed end-of-day storage in Stumpy Meadows Reservoir as reported on data loggers.
- b. "Allowable Storage" shall mean the capacity of Stumpy Meadows Reservoir of 20,000 acre-feet.
- c. "Balanced Conditions" means those periods when DWR and Reclamation agree that releases from upstream reservoirs plus unregulated flow approximately equals the water supply needed to meet Sacramento Valley in-basin uses plus exports, as defined in Article 3.b of the "Agreement Between The United States of America And The State of California For Coordinated Operations Of The Central Valley Project And The State Water Project" (COA) dated November 24, 1986, and as updated in the December 12, 2018 COA Addendum.
- d. Daily Refill Volume is the daily amount of water used to refill Stumpy Meadows Reservoir that would have been released absent the water transfer.
- e. "Excess Conditions" means periods when releases from upstream reservoirs plus unregulated flow exceed the water supply needed to meet

Sacramento Valley in-basin uses, Delta water quality and outflow requirements and Delta exports, as defined in the COA.

- f. "Excess American Release" means any water Reclamation releases from Folsom Reservoir to the American River below Lake Natoma for the purpose of flood control management. Water released to the American River below Lake Natoma will be considered an Excess American Release if:
- (1) Reclamation identifies a release as one for flood control purposes in its Folsom Lake Operations – Nimbus Release Log, and
 - (2) Nimbus Dam releases are increased while the Delta is in Excess Conditions as determined by Reclamation and reported in the Daily CVP-SWP Coordinated Operations Report available on Reclamation's website.

Note: The intent of this section is to identify DATE(S) that Folsom Reservoir has transitioned from conservation operations to flood protection goals and "excess" water supply conditions exist in the COA framework.

- g. "Projects" means CVP and SWP.
- h. "Refill Impacts" mean the quantity of water accumulated in the Vacated Storage by the transfer during periods when the Delta is in Balanced Conditions or Reclamation is not making Excess American Releases, that would have been released by the District had the transfer not occurred. DWR and Reclamation will determine refill impacts using the Refill Impacts Accounting Procedures set forth in this Agreement.
- i. "Refill Period" means the period extending from the cessation of the District releases of Transfer Water until the Transfer Account Balance and end-of-day Cumulative Refill Impact Account Balance are both equal to zero.
- j. "Theoretical Storage" is the sum of Actual Storage plus the Transfer Account Balance.
- k. "Transfer Water" means water made available by the District to Westlands between in the months of August and September 2020 through releases from Stumpy Meadows Reservoir in addition to normal operation absent the transfer, and as verified by a change in end-of-month storage of Stumpy Meadows Reservoir from normal operation absent the transfer pursuant to Conveyance Agreement SWPAO #20-741.

- I. "Transfer Account Balance" means (1) during transfer operations, it equals the previous day's Vacated Storage plus the current day's Transfer Water; and (2) during refill operations, it equals the previous day's remaining balance of Vacated Storage minus the daily refill volume. (See columns 3 and 4 in Section 5.)
- m. "Vacated Storage" means the reduction in the total combined end-of-September storage of Stumpy Meadows Reservoir resulting from making Transfer Water available for Westlands under Conveyance Agreement SWPAO # 20-741.

3. TERM

This Agreement shall terminate upon the date of notification by DWR and Reclamation to The District of the end of the Refill Period as described herein.

4. REFILL CRITERIA

- a. The District agrees that the refilling of Vacated Storage resulting from the water transfer to Westlands may adversely impact the operations of SWP and CVP. Refill occurs when the daily Theoretical Storage goes above the Allowable Storage. Refilling of Stumpy Meadows Reservoir will impact the operations of SWP and CVP if it occurs when either 1) the Delta is in Balanced Conditions, or, 3) Reclamation is not making Excess American Releases.
- b. In the event DWR and/or Reclamation determine that there is a refill impact to the Projects using the Refill Impacts Accounting Procedures set forth in this Agreement, The District agrees to release additional water in an amount determined by DWR and Reclamation. Such release shall be in excess of normal operating requirements from Stumpy Meadows Reservoir, as soon as practicable, and on a schedule coordinated with Reclamation and DWR to compensate for impacts. When there is a change in the Projects' operating conditions and The District is releasing water to compensate for the Refill Impacts, then DWR and/or Reclamation shall notify the District of the changed conditions by telephone followed by written notice, electronic mail, or facsimile; and The District shall cease releasing water within 48 hours of telephone notification.
- c. DWR and Reclamation coordinate operations under the terms of the COA. DWR will coordinate with Reclamation to allocate any Refill Impacts between the two Projects.

- d. The Refill Impacts Accounting Procedures below is to calculate Stumpy Meadows Reservoir refill impacts on the operation of the Projects including Folsom Reservoir. General principles in this Agreement are to be applied in accounting for any unusual operational conditions not set forth in the application example.
- e. Refill impact accounting will continue until the Transfer Account Balance and the Cumulative Refill Impact Account Balance are both equal to zero.
- f. The District will not conduct another water transfer that could impair its ability to fully comply with this Agreement.
- g. Nothing in this Agreement shall bind either of the parties as to the provisions of any future agreements between them. This Agreement was developed specifically for the 2020 transfer. Further, nothing in this Agreement shall affect any existing right held by either party to this Agreement, nor shall this Agreement confer any right to either party that does not already exist at the time of this Agreement.

5. REFILL IMPACTS ACCOUNTING PROCEDURES

By the 15th day of every month after The District makes all transfer water available to Westlands, The District shall submit previous month daily refill account and refill impacts using DWR supplied Excel spreadsheet file named "20741_StumpyMeadows_Refill.xlsx" to contacts in Article 6(a) through (c) until the end of Refill Period.

The following columnar description sets forth the spreadsheet format, criteria, and procedures to be used for the determination of combined impacts to the Projects due to refilling the Vacated Storage in Stumpy Meadows Reservoir caused by the water transfer under this Agreement. Where the current day's computation is dependent upon the previous day's data: i signifies the current day and i-1 signifies the previous day.

Column 1 Date

Column 2 Actual Storage: observed end-of-day storage as recorded by the District's onsite data logger

Column 3 Transfer Account Balance, Beginning of Day: Transfer Account Balance at beginning of current day is equal to the Transfer Account Balance at end of previous day.

$$\text{Column } 3_i = \text{Column } 4_{i-1}$$

Column 4 Transfer Account Balance, End of Day: Transfer Account Balance at end of current day after current day refill volume and current day adjustment to transfer account balance due to release to eliminate refill impact.

$$\text{Column } 4_i = \text{Column } 3_i - \text{Column } 8_i + \text{Column } 13_i$$

Column 5 Theoretical Storage, Without Daily Refill Volume: end-of-day storage as would have occurred absent the water transfer without accounting for Daily Refill Volume on that day.

$$\text{Column } 5_i = \text{Column } 2_i + \text{Column } 3_i$$

Column 6 Theoretical Storage, With Daily Refill Volume: end-of-day storage as would have occurred absent the water transfer.

$$\text{Column } 6_i = \text{Column } 2_i + \text{Column } 4_i$$

Column 7 Allowable Storage: 20,000 acre-feet for Stumpy Meadows Reservoir

Column 8 Daily Refill Volume: amount of Transfer Water refilled on the current day.

$$\text{Column } 8_i = \text{Column } 5_i - \text{Column } 7_i \text{ but not less than zero and not greater than Column } 3_i$$

Column 9 Cumulative Refill Volume: total volume of Transfer Water that has been refilled through end of current day.

$$\text{Column } 9_i = \text{Column } 9_{i-1} + \text{Column } 8_i$$

Column 10 Delta Condition: “B” indicates that the Delta is in Balanced Conditions, and “E” indicates that the Delta is in Excess Conditions. (Source: Reclamation at <http://www.usbr.gov/mp/cvo/vungvari/coanew.pdf>, and DWR at <https://water.ca.gov/Programs/State-Water-Project/Operations-and-Maintenance/Operations-and-Delta-Status>). Note: this information need only be included in table when refill is occurring.

Column 11 Excess American Release: “Y” indicates that Folsom Reservoir is making Excess American Releases; “N” indicates that Folsom Reservoir is not making Excess American Releases (Source: Reclamation)

Column 12 Daily Refill Impact: Daily Refill Impact volume when either the Delta is in Balanced Conditions, or Folsom Reservoir is not making Excess American Releases, as indicated in Column 10 or Column 11.

If Column 10_i = “E” and Column 11_i = “Y”, then Column 12_i = 0, otherwise Column 12_i = Column 8_i

Column 14 Release to Eliminate Refill Impact: Daily release from Stumpy Meadows Reservoir to eliminate Refill Impacts according to a schedule coordinated with Reclamation and DWR to compensate for the impacts.

Column 15 Cumulative Refill Impact: the accumulation of Daily Refill Impacts over the Refill Period.

Column 14_i = Column 14_{i-1} + Column 12_i – Column 13_i

6. NOTICES

- a. DWR – Contract Administration
Anna Fock, State Water Project Analysis Office
Post Office Box 942836
Sacramento, California 94236-0001
(916) 653-0190
Anna.fock@water.ca.gov

- b. DWR – Operations Contact
Tracy Pettit-Polhemus, State Water Project Operations Control Office
3310 El Camino Avenue, Suite 300
Sacramento, California 95821-9000
(916) 574-2662
tracy.pettit@water.ca.gov

- c. Reclamation – Operations Contact
Elizabeth Kiteck, Central Valley Operations Office
3310 El Camino Avenue, Suite 300
Sacramento, California 95821-9000
(916) 979-2684
ekiteck@usbr.gov

- d. Georgetown Divide Public Utility District
Jeff Nelson, General Manager
P.O. Box 4240
Georgetown, California 95631
(530) 333-4356
gm@gd-pud.org

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the date first written.

United States Bureau of Reclamation

Allison Febbo 8/14/2020
Allison Febbo for Kristin White
Operations Manager, Central Valley Operations Office

California Department of Water Resources

Molly White 8/14/2020
Molly White
Chief, SWP Water Operations Office

Georgetown Divide Public Utility District

Jeff Nelson - Georgetown Divide PUD 8/14/2020
Jeff Nelson
General Manager