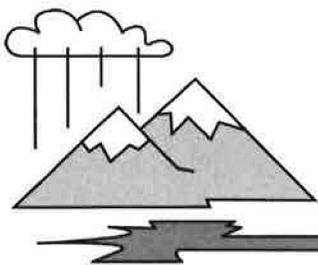


**APPENDIX A – OUTREACH DOCUMENTATION FOR PLAN
PREPARATION**



DIRECTORS
TED BAMBINO **BOB NASH**
JIM SMITH **JEFF O. STEPPAT**
LEIMONE WAITE

DAVID J. COXEY
Secretary/Treasurer/General Manager

BELLA VISTA WATER DISTRICT

11368 E. STILLWATER WAY • REDDING, CALIFORNIA 96003-9510
TELEPHONE (530) 241-1085 • FAX (530) 241-8354

February 13, 2015

Stan Wangberg, General Manager
Anderson-Cottonwood Irrigation District
2810 Silver Street
Anderson, California 96007

Subject: Notice of Preparation of the 2010 Bella Vista Water District Urban Water Management Plan (UWMP)

Dear Mr. Wangberg:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

This letter is intended to notify your agency that the Bella Vista Water District (District) is in process of preparing the 2010 UWMP. Based on the District's current schedule, we expect to have a public review draft of the 2010 UWMP available for review in March/April 2015, at which point your agency will receive a notification letter that the draft UWMP is available for public review.

If your agency would like to submit comments or provide input to the District in anticipation of the development of the 2010 UWMP, please submit written copies to:

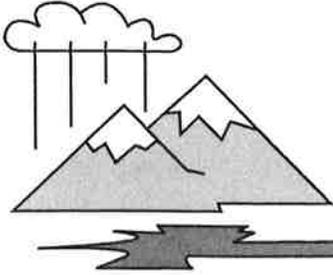
Don Groundwater, District Engineer
11368 East Stillwater Way
Redding, CA 96003

Sincerely,

David J. Coxey
General Manager

cc: Nicola Fontaine, Carollo Engineers, Inc.

We are an equal opportunity employer and provider.



DIRECTORS
TED BAMBINO BOB NASH
JIM SMITH JEFF O. STEPPAT
LEIMONE WAITE

DAVID J. COXEY
Secretary/Treasurer/General Manager

BELLA VISTA WATER DISTRICT

11368 E. STILLWATER WAY • REDDING, CALIFORNIA 96003-9510
TELEPHONE (530) 241-1085 • FAX (530) 241-8354

February 4, 2015

Mr. Jeff Cole, General Manager
Mountain Gate Community Services
14508 Wonderland Blvd.
Redding, CA 96003

Subject: Notice of Preparation of the 2010 Bella Vista Water District Urban Water Management Plan (UWMP)

Dear Mr. Cole:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

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Don Groundwater, District Engineer
11368 East Stillwater Way
Redding, CA 96003

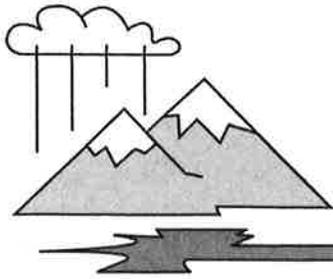
Sincerely,

BELLA VISTA WATER DISTRICT

Don Groundwater, P.E.
District Engineer

cc: Nicola Fontaine, Carollo Engineers, Inc.

We are an equal opportunity employer and provider.



DIRECTORS
TED BAMBINO BOB NASH
JIM SMITH JEFF O. STEPPAT
LEIMONE WAITE

DAVID J. COXEY
Secretary/Treasurer/General Manager

BELLA VISTA WATER DISTRICT

11368 E. STILLWATER WAY • REDDING, CALIFORNIA 96003-9510
TELEPHONE (530) 241-1085 • FAX (530) 241-8354

February 4, 2015

Mr. Brian Crane, Director of Public Works
City of Redding
P.O. Box 496071
Redding, CA 96049-6071

Subject: Notice of Preparation of the 2010 Bella Vista Water District Urban Water Management Plan (UWMP)

Dear Mr. Crane:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

This letter is intended to notify your agency that the Bella Vista Water District (District) is in process of preparing the 2010 UWMP. Based on the District's current schedule, we expect to have a public review draft of the 2010 UWMP available for review in March/April 2015, at which point your agency will receive a notification letter that the draft UWMP is available for public review.

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Don Groundwater, District Engineer
11368 East Stillwater Way
Redding, CA 96003

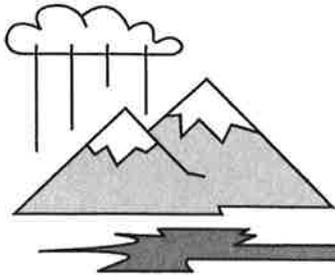
Sincerely,

BELLA VISTA WATER DISTRICT

Don Groundwater, P.E.
District Engineer

cc: Nicola Fontaine, Carollo Engineers, Inc.

We are an equal opportunity employer and provider.



DIRECTORS
TED BAMBINO BOB NASH
JIM SMITH JEFF O. STEPPAT
LEIMONE WAITE

DAVID J. COXEY
Secretary/Treasurer/General Manager

BELLA VISTA WATER DISTRICT

11368 E. STILLWATER WAY • REDDING, CALIFORNIA 96003-9510
TELEPHONE (530) 241-1085 • FAX (530) 241-8354

February 4, 2015

Eric Wedemeyer, Supervisor
Shasta County Water Agency
1855 Placer Street
Redding, CA 96001

Subject: Notice of Preparation of the 2010 Bella Vista Water District Urban Water Management Plan (UWMP)

Dear Mr. Wedemeyer:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

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Don Groundwater, District Engineer
11368 East Stillwater Way
Redding, CA 96003

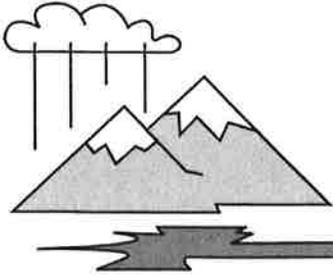
Sincerely,

BELLA VISTA WATER DISTRICT

Don Groundwater, P.E.
District Engineer

cc: Nicola Fontaine, Carollo Engineers, Inc.

We are an equal opportunity employer and provider.



DIRECTORS
TED BAMBINO BOB NASH
JIM SMITH JEFF O. STEPPAT
LEIMONE WAITE

DAVID J. COXEY
Secretary/Treasurer/General Manager

BELLA VISTA WATER DISTRICT

11368 E. STILLWATER WAY • REDDING, CALIFORNIA 96003-9510
TELEPHONE (530) 241-1085 • FAX (530) 241-8354

February 4, 2015

Mr. Jeff Tedder
Shasta Lake, City of
1650 Stanton Drive
Shasta Lake, CA 96019

Subject: Notice of Preparation of the 2010 Bella Vista Water District Urban Water Management Plan (UWMP)

Dear Mr. Tedder:

Pursuant to the requirements of the California Water Code, Division 6, Part 2.6 Urban Water Management Planning, Section 10621 (b), every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

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If your agency would like to submit comments or provide input to the District in anticipation of the development of the 2010 UWMP, please submit written copies to:

Don Groundwater, District Engineer
11368 East Stillwater Way
Redding, CA 96003

Sincerely,

BELLA VISTA WATER DISTRICT

Don Groundwater, P.E.
District Engineer

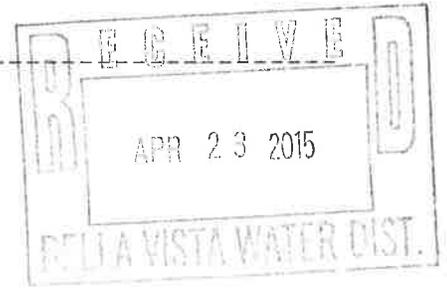
cc: Nicola Fontaine, Carollo Engineers, Inc.

We are an equal opportunity employer and provider.

In the Superior Court of the State of California
in and for the County of Shasta

CERTIFICATE OF PUBLICATION
RECORD SEARCHLIGHT

BELLA VISTA WATER DISTRICT
11368 E STILLWATER WAY
REDDING CA 96003-9510



REFERENCE: 00600051 DEBBIE DIAS
6810380 NOTICE OF PUBLIC HEA

State of California
County of Shasta

I hereby certify that the Record Searchlight is a newspaper of general circulation within the provisions of the Government Code of the State of California, printed and published in the City of Redding, County of Shasta, State of California that I am the principal clerk of the printer said newspaper; that the notice of which the annexed clipping is a true printed copy was published in said newspaper on the following dates, to wit;

**NOTICE OF PUBLIC HEARING BY THE
BELLA VISTA WATER DISTRICT**

NOTICE IS HEREBY GIVEN that the Bella Vista Water District, Redding, California will conduct a public hearing at its regular Board Meeting on **Monday, April 27, 2015, with the meeting commencing at 5:30 P.M.** or as soon thereafter as possible, at the Bella Vista Water District Office 11368 E. Stillwater Way, Redding, California, regarding the following:

Bella Vista Water District 2010 Urban Water Management Plan (UWMP)

California Water Code Sections 10610 through 10656 require urban water suppliers within the state to prepare and adopt UWMPs for submittal to the California Department of Water Resources (DWR). The UWMPs must satisfy the requirements of the Urban Water Management Planning Act of 1983, including amendments that have been made to the Act and other applicable regulations. The purpose of the UWMP is to maintain efficient use of urban water supplies, continue to promote conservation programs and policies, ensure that sufficient water supplies are available for future beneficial use, and provide a mechanism for response during drought conditions.

AVAILABILITY OF PROJECT-RELATED DOCUMENTS: The Draft 2010 Urban Water Management Plan and related documents are on file and available for review Monday-Thursday, 8:00 AM – 5:00 PM and Friday 8:00 AM – 4:00 PM at the of Bella Vista Water District Office, 11368 E. Stillwater Way, Redding, CA 96003

ELECTRONIC COPIES of the Draft UWMP are available on the District's website at: www.bvwd.org

PUBLIC COMMENT PERIOD: Through the end of the Public Hearing on April 27, 2015

PUBLIC COMMENTS: Oral and written testimony will be accepted at the public hearing. Written comments also may be submitted to the District prior to the public hearing.

Submit written comments to:
Don M. Groundwater, P.E.
District Engineer
11368 E. Stillwater Way, Redding, CA 96003
E-mail: dgroundwater@bvwd.org

April 13, 21, 2015 6810380

PUBLISHED ON: 04/13 04/21

FILED ON: 04/13/15

I certify under penalty of perjury that the foregoing is true and correct,
at Redding, California on the above date.

RECORD SEARCHLIGHT
1101 Twin View Blvd, Redding, CA 96003

NOTICE OF PUBLIC HEARING BY THE BELLA VISTA WATER DISTRICT

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Submit written comments to:

Don M. Groundwater, P.E.
District Engineer
11368 E. Stillwater Way, Redding, CA 96003
E-mail: dgroundwater@bvwd.org

APPENDIX B – ADOPTION DOCUMENTATION

**BELLA VISTA WATER DISTRICT
COUNTY OF SHASTA, CALIFORNIA**

Resolution No. 15-06

A Resolution of the Board of Directors of the
Bella Vista Water District

ADOPTING THE 2010 URBAN WATER MANAGEMENT PLAN FOR
THE BELLA VISTA WATER DISTRICT.

WHEREAS, the California Urban Water Management Planning Act (UWMPA), California Water Code Sections 10610 – 10656, requires urban water suppliers to prepare and adopt an Urban Water Management Plan (UWMP) every five years; and

WHEREAS, the Bella Vista Water District is an urban water supplier under the definition of California Water Code Section 10617; and

WHEREAS, the District has prepared a 2010 Urban Water Management Plan and completed all required coordination and legal notices, including publication in the Record Searchlight on April 13 and April 21, 2015, pursuant to Government Code Section 6066, posting on the District's website.

WHEREAS, on April 27, 2015, the District's Board of Directors conducted a duly noticed public hearing to obtain public testimony.

NOW THEREFORE, BE IT RESOLVED, that the by the Board of Directors of the Bella Vista Water District hereby:

1. Determines that adoption of the 2010 Urban Water Management Plan is exempt from the California Environmental Quality Act (CEQA) pursuant to California Water Code Section 10652.
2. Adopts the 2010 Urban Water Management Plan;
3. Directs staff to file the 2010 Urban Water Management Plan with the California Department of Water Resources and the California State Library within thirty (30) days;
4. Directs staff to make the 2010 Urban Water Management Plan available for public review within thirty (30) days after filing a copy with the California Department of Water Resources;
5. Directs staff to provide the 2010 Urban Water Management Plan to any city or county within which the District provides water supplies within sixty (60) days after filing a copy with the California Department of Water Resources;

* * * * *

PASSED, APPROVED, AND ADOPTED this 27th day of April 2015 by the following vote:

Ayes: Bambino, Nash, Smith, Steppat, Waite

Noes: 0

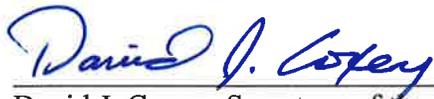
Absent: 0

Abstain: 0

BELLA VISTA WATER DISTRICT

By: 
Ted Bambino, President of the Board of Directors
Bella Vista Water District

ATTEST:


David J. Coxey, Secretary of the Board of
Directors of Bella Vista Water District

**APPENDIX C – BASELINE GROSS WATER USE
CALCULATION**

Baseline Data Gross Water Use Calculation with Agricultural Use

Year	Annual Water to Customers						Per Capita Consumption (gpcd)
	Total Annual (AF)	Total M&I Annual (AF)	Total Ag Annual (AF)	Total Annual (MG)	Total Daily Average (mgd)	Population	
1995	12,079	5,449	6,630	3,936	10.8	14,221	758
1996	13,656	5,646	8,010	4,450	12.2	14,387	847
1997	14,117	5,639	8,479	4,600	12.6	14,842	849
1998	11,539	4,535	7,004	3,760	10.3	14,361	717
1999	15,708	6,116	9,592	5,118	14.0	15,020	934
2000	13,936	5,910	8,026	4,541	12.4	15,459	805
2001	15,666	6,641	9,024	5,105	14.0	16,252	861
2002	17,616	8,045	9,572	5,740	15.7	17,159	917
2003	16,372	6,716	9,656	5,335	14.6	17,558	832
2004	16,835	7,259	9,576	5,486	15.0	18,000	835
2005	14,560	7,035	7,525	4,744	13.0	18,436	705
2006	14,719	7,783	6,936	4,796	13.1	18,614	706
2007	13,912	8,257	5,655	4,533	12.4	18,809	659
2008	14,477	8,400	6,077	4,717	12.9	18,397	703
2009	10,578	7,014	3,564	3,447	9.4	18,325	515
2010	10,039	6,412	3,627	3,271	9.0	17,619	509

Notes: M&I = Municipal and Institutional (includes all connections except agricultural)
Metered delivery amounts.

APPENDIX D – TARGET METHOD 4 CALCULATION SHEETS

User Input -- Provisional Method 4 Target

Target Calculation Option (select one): *

Water Supplier Name: *

10-15 Year Baseline Water Use Information

Baseline Period: * Midpoint of Baseline Period:

Baseline Water Use GPCD: * Population in Midpoint Year: *

5 Year Baseline Water Use Information

Baseline Period: *

Baseline Water Use GPCD: * 95% of 5-Year Baseline GPCD:

Unmetered Connections

Number of Unmetered Connections in 1999: *

Water Use By Unmetered Connections In 1999: * Acre-Feet

Baseline CII Water Use¹

CII Water Use in 1999: * Acre-Feet

Per Capita Use: GPCD

¹CII = Commercial, Industrial, Institutional.

If you have chosen to calculate targets using the Default Indoor Residential Savings, you do not need to complete the remaining table. Go to the "Calculated Targets" worksheet.

Target Calculation -- Provisional Method 4 Target

Step 1. Calculation of Landscape Water Use and System Water Loss

Urban Supplier	1995-2004 Baseline GPCD	-	Assumed Indoor Residential per Capita Water Use GPCD	-	CII per Capita Water Use GPCD	=	Estimated Landscape Water Use and System Water Loss GPCD
Bella Vista Water District	836.0		70.0		85.9		680.1

Step 2. Calculation of Savings Using BMP Calculators

(Alternate) STEP 2 BEING USED TO CALCULATE TARGET

Urban Supplier	Indoor Residential Savings Calculators					+	Metering Savings BMP 1.3	+	CII Savings BMP 4	+	Land-scape + Water Loss Savings	=	Total Savings GPCD
	Single Family Toilets	Multi Family Toilets	Resi-dential Washers	Resi-dential Showers	Total IR Savings		XXXX		XXXX		XXXX		XXXX
Bella Vista Water District	XXXX	XXXX	XXXX	XXXX	XXXX		XXXX		XXXX		XXXX		XXXX

(Alternate) Step 2. Calculation of Savings Using Default Indoor Residential Savings

Urban Supplier	Default Resi-dential Indoor Savings	+	Metering Savings BMP 1.3	+	CII Savings BMP 4	+	Land-scape + Water Loss Savings	=	(alt) Total Savings GPCD
Bella Vista Water District	15.0		0.0		8.6		146.9		170.5

Step 3. Calculation of Urban Water Use Targets

Urban Supplier	1995-2004 Baseline GPCD	-	Total Savings GPCD	=	Computed 2020 Target GPCD	➡	Less Than 95% of 5-Year Baseline	➡	Final 2020 Target	➡	Final 2015 Target
Bella Vista Water District	836.0		170.5		665.5		TRUE		665.5		750.8

APPENDIX E – WATER CONTRACTS AND AGREEMENTS

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

LONG-TERM RENEWAL CONTRACT BETWEEN THE UNITED STATES
AND
BELLA VISTA WATER DISTRICT
PROVIDING FOR PROJECT WATER SERVICE
FROM TRINITY RIVER DIVISION

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1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 Central Valley Project, California

5 LONG-TERM RENEWAL CONTRACT BETWEEN THE UNITED STATES
6 AND
7 BELLA VISTA WATER DISTRICT
8 PROVIDING FOR PROJECT WATER SERVICE
9 FROM TRINITY RIVER DIVISION

10 THIS CONTRACT, made this _____ day of _____, 20____, in
11 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
12 supplementary thereto, including, but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as
13 amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2,
14 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986
15 (100 Stat. 3050), as amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all
16 collectively hereinafter referred to as Federal Reclamation law, between THE UNITED STATES
17 OF AMERICA, hereinafter referred to as the United States, and BELLA VISTA WATER
18 DISTRICT, hereinafter referred to as the Contractor, a public agency of the State of California, duly
19 organized, existing, and acting pursuant to the laws thereof;

20 WITNESSETH, That:

21 EXPLANATORY RECITALS

22 [1st] WHEREAS, the United States has constructed and is operating the Central Valley
23 Project (Project), California, for diversion, storage, carriage, distribution and beneficial use, for
24 flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and
25 restoration, generation and distribution of electric energy, salinity control, navigation and other

26 beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the
27 San Joaquin River and their tributaries; and

28 [2nd] WHEREAS, the United States constructed the Cow Creek Unit facilities, which will
29 be used in part for the furnishing of water to the Contractor pursuant to the terms of this Contract;
30 and

31 [3rd] WHEREAS, the rights to Project Water were acquired by the United States pursuant
32 to California law for operation of the Project; and

33 [4th] WHEREAS, the Contractor and the United States entered into Contract
34 No. 14-06-200-851A, dated April 3, 1964, as amended by a letter agreement from the Bureau of
35 Reclamation to the Contractor dated December 14, 1971, which letter agreement was accepted and
36 countersigned by the Contractor on December 28, 1971, which contract and letter agreement
37 established terms for the delivery to the Contractor of Project Water from the Cow Creek Unit from
38 April 3, 1964, through December 31, 1994; and

39 [5th] WHEREAS, pursuant to subsection 3404(c)(1) of the Central Valley Project
40 Improvement Act (CVPIA), the Contractor and the United States have, beginning on December 28,
41 1994, entered into successive interim renewal contract(s) identified as Contract No(s). 14-06-200-
42 851A-IR1, 14-06-200-851A-IR2, 14-06-200-851A-IR3, 14-06-200-851A-IR4, 14-06-200-851A-
43 IR5, 14-06-200-851A-IR6, 14-06-200-851A-IR7, 14-06-200-851A-IR8, and 14-06-200-851A-IR9,
44 which individually and successively amended and replaced the water service component, Part A, of
45 Contract No. 14-06-200-851A, the current form of which is hereinafter referred to as the “Existing
46 Contract,” providing for continued water service to the Contractor from March 1, 2004, through
47 February 28, 2006; and

48 [5.1] WHEREAS, the United States and the Shasta County Water Agency entered into
49 Contract No. 14-06-200-3367A which established terms for the delivery to the Shasta County Water
50 Agency of Central Valley Project Water from Project facilities; and

51 [5.2] WHEREAS, the Shasta County Water Agency and the Contractor entered into a
52 partial assignment on _____, identified as Contract No. 14-06-200-3367Y, to permanently

53 assign to the Contractor 578 acre-feet of the Central Valley Project Water made available to the
54 Shasta County Water Agency pursuant to Contract No. 14-06-200-3367A; and

55 [5.3] WHEREAS, the Contractor desires to merge the Existing Contract and Contract
56 No. 14-06-200-3367Y into a single contract identified as Contract No. 14-06-200-851A-LTR1; and

57 [6th] WHEREAS, Section 3404(c) of the CVPIA provides for long-term renewal of the
58 Existing Contract following completion of appropriate environmental documentation, including a
59 programmatic environmental impact statement (PEIS) pursuant to the National Environmental
60 Policy Act (NEPA), analyzing the direct and indirect impacts and benefits of implementing the
61 CVPIA and the potential renewal of all existing contracts for Project Water; and

62 [7th] WHEREAS, the United States has completed the PEIS and all other appropriate
63 environmental review necessary to provide for long-term renewal of the Existing Contract; and

64 [8th] WHEREAS, the Contractor has requested the long-term renewal of the Existing
65 Contract, pursuant to the terms of the Existing Contract, Federal Reclamation law, and the laws of
66 the State of California, for water service from the Project; and

67 [9th] WHEREAS, the United States has determined that the Contractor has fulfilled all of
68 its obligations, including its responsibility to ascertain whether Project Water delivered by it is put
69 to use as Irrigation Water or M&I Water, under the Existing Contract; and

70 [10th] WHEREAS, the Contractor has demonstrated to the satisfaction of the Contracting
71 Officer that the Contractor has utilized the Project Water supplies available to it for reasonable and
72 beneficial use and, based upon a needs analysis cooperatively prepared by the Contracting Officer
73 and the Contractor, has demonstrated projected future demand for water use that exceeds the
74 Contract Total to be made available to it pursuant to this Contract; and

75 [11th] WHEREAS, water obtained from the Project has been relied upon by urban and
76 agricultural areas within California for more than 50 years, and is considered by the Contractor as
77 an essential portion of its water supply; and

78 [12th] WHEREAS, the economies of regions within the Project, including the Contractor's,
79 depend upon the continued availability of water, including water service from the Project; and

80 [12.1] WHEREAS, Contractor has made and will continue to make substantial capital
81 investments in diversion and treatment facilities, and requires a consistent, predictable quality of
82 raw water in order to meet Safe Drinking Water Act requirements for its municipal customers, and
83 to provide a consistent and predictable quality of water for its industrial customers; and

84 [13th] WHEREAS, the Secretary intends through coordination, cooperation, and
85 partnerships to pursue measures to improve water supply, water quality, and reliability of the
86 Project for all Project purposes; and

87 [13.1] WHEREAS, the Contractor is located in the region of the Redding Groundwater
88 Basin, and it is the desire of both the United States and the Contractor to facilitate the cooperative
89 efforts of local water service agencies to develop the Redding Groundwater Basin for conjunctive
90 management and use with Project Water supplies, to maximize the reasonable beneficial use of
91 water for the water service agencies and their customers in the region; and

92 [14th] WHEREAS, the mutual goals of the United States and the Contractor include: to
93 provide for reliable Project Water supplies; to control costs of those supplies; to achieve repayment
94 of the Project as required by law; to guard reasonably against Project Water shortages; to achieve a
95 reasonable balance among competing demands for use of Project Water; and to comply with all
96 applicable environmental statutes, all consistent with the legal obligations of the United States
97 relative to the Project; and

98 [15th] WHEREAS, the parties intend by this Contract to develop a more cooperative
99 relationship in order to achieve their mutual goals; and

100 [16th] WHEREAS, the United States and the Contractor are willing to enter into this
101 Contract pursuant to Federal Reclamation law on the terms and conditions set forth below;

102 NOW, THEREFORE, in consideration of the mutual and dependent covenants herein
103 contained, it is hereby mutually agreed by the parties hereto as follows:

104 DEFINITIONS

105 1. When used herein unless otherwise distinctly expressed, or manifestly incompatible
106 with the intent of the parties as expressed in this Contract, the term:

107 (a) "Calendar Year" shall mean the period January 1 through December 31, both
108 dates inclusive;

109 (b) "Charges" shall mean the payments required by Federal Reclamation law in
110 addition to the Rates and Tiered Pricing Component specified in this Contract as determined
111 annually by the Contracting Officer pursuant to this Contract;

112 (c) "Condition of Shortage" shall mean a condition respecting the Project during
113 any Year such that the Contracting Officer is unable to deliver sufficient water to meet the Contract
114 Total;

115 (d) "Contracting Officer" shall mean the Secretary of the Interior's duly
116 authorized representative acting pursuant to this Contract or applicable Federal Reclamation law or
117 regulation;

118 (e) "Contract Total" shall mean the maximum amount of water to which the
119 Contractor is entitled under subdivision (a) of Article 3 of this Contract;

120 (f) "Contractor's Service Area" shall mean the area to which the Contractor is
121 permitted to provide Project Water under this Contract as described in Exhibit "A" attached
122 hereto, which may be modified from time to time in accordance with Article 35 of this Contract
123 without amendment of this Contract;

124 (g) "CVPIA" shall mean the Central Valley Project Improvement Act, Title
125 XXXIV of the Act of October 30, 1992 (106 Stat. 4706);

126 (h) "Eligible Lands" shall mean all lands to which Irrigation Water may be
127 delivered in accordance with Section 204 of the Reclamation Reform Act of October 12, 1982 (96
128 Stat. 1263), as amended, hereinafter referred to as RRA;

129 (i) "Excess Lands" shall mean all lands in excess of the limitations contained in
130 Section 204 of the RRA, other than those lands exempt from acreage limitation under Federal
131 Reclamation law;

132 (j) "Full Cost Rate" shall mean an annual rate as determined by the Contracting
133 Officer that shall amortize the expenditures for construction properly allocable to the Project

134 irrigation or M&I functions, as appropriate, of facilities in service including all O&M deficits
135 funded, less payments, over such periods as may be required under Federal Reclamation law, or
136 applicable contract provisions. Interest will accrue on both the construction expenditures and
137 funded O&M deficits from October 12, 1982, on costs outstanding at that date, or from the date
138 incurred in the case of costs arising subsequent to October 12, 1982, and shall be calculated in
139 accordance with subsections 202(3)(B) and (3)(C) of the RRA. The Full Cost Rate includes actual
140 operation, maintenance, and replacement costs consistent with Section 426.2 of the Rules and
141 Regulations for the RRA. The costs associated with the Contractor's irrigation water distribution
142 works constructed by the United States are separately covered by a repayment contract, Contract
143 No. 14-06-200-851A, Part B, entered into pursuant to 43 USC 485h(d);

144 (k) "Ineligible Lands" shall mean all lands to which Irrigation Water may not be
145 delivered in accordance with Section 204 of the RRA;

146 (l) "Irrigation Full Cost Water Rate" shall mean the Full Cost Rate applicable to
147 the delivery of Irrigation Water;

148 (m) "Irrigation Water" shall mean water made available from the Project that is
149 used primarily in the production of agricultural crops or livestock, including domestic use incidental
150 thereto, and watering of livestock;

151 (n) "Landholder" shall mean a party that directly or indirectly owns or leases
152 nonexempt land, as provided in 43 CFR 426.2;

153 (o) "Municipal and Industrial (M&I) Water" shall mean Project Water, other
154 than Irrigation Water, made available to the Contractor. M&I Water shall include water used for
155 human use and purposes such as the watering of landscaping or pasture for animals (e.g., horses)
156 which are kept for personal enjoyment or water delivered to landholdings operated in units of less
157 than five acres unless the Contractor establishes to the reasonable satisfaction of the Contracting
158 Officer that the use of water delivered to any such landholding is a use described in subdivision (m)
159 of this Article. The determination of whether Project Water is used as Irrigation Water or M&I
160 Water shall be in accordance with the guidelines set forth in Exhibit "C" attached hereto, which

161 guidelines may be modified by mutual agreement of the parties to this Contract without amending
162 the Contract: Provided, That if during the term of this Contract, a Reclamation-wide rule or
163 regulation is promulgated that defines M&I Water or Irrigation Water or if Congress should enact a
164 law which defines M&I Water or Irrigation Water, such rule, regulation, or law shall supersede this
165 Article 1(o);

166 (p) “M&I Full Cost Water Rate” shall mean the Full Cost Rate applicable to the
167 delivery of M&I Water;

168 (q) “Operation and Maintenance” or “O&M” shall mean normal and reasonable
169 care, control, operation, repair, replacement (other than capital replacement), and maintenance of
170 Project facilities or the Transferred Works;

171 (r) Omitted;

172 (s) “Project” shall mean the Central Valley Project owned by the United States
173 and managed by the Department of the Interior, Bureau of Reclamation;

174 (t) “Project Contractors” shall mean all parties who have water service contracts
175 for Project Water from the Project with the United States pursuant to Federal Reclamation law;

176 (u) “Project Water” shall mean all water that is developed, diverted, stored, or
177 delivered by the Secretary in accordance with the statutes authorizing the Project and in accordance
178 with the terms and conditions of water rights acquired pursuant to California law;

179 (v) “Rates” shall mean the payments determined annually by the Contracting
180 Officer in accordance with the then-current applicable water ratesetting policies for the Project, as
181 described in subdivision (a) of Article 7 of this Contract;

182 (w) “Recent Historic Average” shall mean the most recent five-year average of
183 the final forecast of Water Made Available to the Contractor pursuant to this Contract or its
184 preceding contract(s);

185 (x) “Secretary” shall mean the Secretary of the Interior, a duly appointed
186 successor, or an authorized representative acting pursuant to any authority of the Secretary and
187 through any agency of the Department of the Interior;

188 (y) "Tiered Pricing Component" shall be the incremental amount to be paid for
189 each acre-foot of Water Delivered as described in subdivision (j) of Article 7 of this Contract;

190 (z) "Water Delivered" or "Delivered Water" shall mean Project Water diverted
191 for use by the Contractor at the point(s) of delivery approved by the Contracting Officer;

192 (aa) "Water Made Available" shall mean the estimated amount of Project Water
193 that can be delivered to the Contractor for the upcoming Year as declared by the Contracting
194 Officer, pursuant to subdivision (a) of Article 4 of this Contract;

195 (bb) "Water Scheduled" shall mean Project Water made available to the
196 Contractor for which times and quantities for delivery have been established by the Contractor and
197 Contracting Officer, pursuant to subdivision (b) of Article 4 of this Contract;

198 (cc) "Year" shall mean the period from and including March 1 of each Calendar
199 Year through the last day of February of the following Calendar Year;

200 (dd) "Distribution System" shall mean the general distribution and lateral system,
201 and related works or a portion of portions thereof, constructed by the United States pursuant to
202 Contract No. 14-06-200-851A, and all Federal lands and Federal interests in lands held in
203 connection therewith;

204 (ee) "Project Works" shall mean the Wintu Pumping Plant, the Bella Vista
205 conduit, and all necessary federal lands and related facilities and structures located thereon; and

206 (ff) "Transferred Works" shall mean "Project Works" or "Distribution System"
207 or both, as defined herein, or portions thereof which have been transferred to the Contractor for
208 operation and maintenance, pursuant to the terms of Contract No. 14-06-200-851A.

209 TERM OF CONTRACT

210 2. (a) This Contract shall be effective March 1, 2005, through February 28, 2030,
211 and supersedes the Existing Contract. In the event the Contractor wishes to renew this Contract
212 beyond February 28, 2030, the Contractor shall submit a request for renewal in writing to the
213 Contracting Officer no later than two years prior to the date this Contract expires. The renewal of
214 this Contract insofar as it pertains to the furnishing of Irrigation Water to the Contractor shall be

215 governed by subdivision (b) of this Article, and the renewal of this Contract insofar as it pertains to
216 the furnishing of M&I Water to the Contractor shall be governed by subdivision (c) of this Article.

217 (b) (1) Under terms and conditions of a renewal contract that are mutually
218 agreeable to the parties hereto, and upon a determination by the Contracting Officer that at the time
219 of contract renewal the conditions set forth in subdivision (b)(2) of this Article are met, and subject
220 to Federal and State law, this Contract, insofar as it pertains to the furnishing of Irrigation Water to
221 the Contractor, shall be renewed for a period of 25 years.

222 (2) The conditions which must be met for this Contract to be renewed
223 are: (i) the Contractor has prepared a water conservation plan that has been determined by the
224 Contracting Officer in accordance with Article 26 of this Contract to meet the conservation and
225 efficiency criteria for evaluating such plans established under Federal law; (ii) the Contractor is
226 implementing an effective water conservation and efficiency program based on the Contractor's
227 water conservation plan as required by Article 26 of this Contract; (iii) the Contractor is maintaining
228 all water measuring devices and implementing all water measurement methods as approved by the
229 Contracting Officer pursuant to Article 6 of this Contract; (iv) the Contractor has reasonably and
230 beneficially used the Project Water supplies made available to it and, based on projected demands,
231 is reasonably anticipated and expects to fully utilize for reasonable and beneficial use the quantity
232 of Project Water to be made available to it pursuant to such renewal; (v) the Contractor is
233 complying with all terms and conditions of this Contract; and (vi) the Contractor has the physical
234 and legal ability to deliver Project Water.

235 (3) The terms and conditions of the renewal contract described in
236 subdivision (b)(1) of this Article and any subsequent renewal contracts shall be developed
237 consistent with the parties' respective legal rights and obligations, and in consideration of all
238 relevant facts and circumstances, as those circumstances exist at the time of renewal, including,
239 without limitation, the Contractor's need for continued delivery of Project Water; environmental
240 conditions affected by implementation of the Contract to be renewed, and specifically changes in
241 those conditions that occurred during the life of the Contract to be renewed; the Secretary's progress

242 toward achieving the purposes of the CVPIA as set out in Section 3402 and in implementing the
243 specific provisions of the CVPIA; and current and anticipated economic circumstances of the region
244 served by the Contractor.

245 (c) This Contract, insofar as it pertains to the furnishing of M&I Water to the
246 Contractor, shall be renewed for successive periods of up to 40 years each, which periods shall be
247 consistent with then-existing Reclamation-wide policy, under terms and conditions mutually
248 agreeable to the parties and consistent with Federal and State law. The Contractor shall be afforded
249 the opportunity to comment to the Contracting Officer on the proposed adoption and application of
250 any revised policy applicable to the delivery of M&I Water that would limit the term of any
251 subsequent renewal contract with the Contractor for the furnishing of M&I Water to less than 40
252 years.

253 (d) The Contracting Officer shall make a determination ten years after the date of
254 execution of this Contract, and every five years thereafter during the term of this Contract, of
255 whether a conversion of the relevant portion of this Contract to a contract under subsection 9(d) of
256 the Reclamation Project Act of 1939 can be accomplished pursuant to the Act of July 2, 1956 (70
257 Stat. 483). The Contracting Officer shall also make a determination ten years after the date of
258 execution of this Contract and every five years thereafter during the term of this Contract of
259 whether a conversion of the relevant portion of this Contract to a contract under subsection 9(c)(1)
260 of the Reclamation Project Act of 1939 can be accomplished. Notwithstanding any provision of
261 this Contract, the Contractor reserves and shall have all rights and benefits under the Act of July 2,
262 1956 (70 Stat. 483). The Contracting Officer anticipates that during the term of this Contract, all
263 authorized Project construction expected to occur will have occurred, and on that basis the
264 Contracting Officer agrees upon such completion to allocate all costs that are properly assignable to
265 the Contractor, and agrees further that, at any time after such allocation is made, and subject to
266 satisfaction of the condition set out in this subdivision, this Contract shall, at the request of the
267 Contractor, be converted to a contract under subsection 9(d) or 9(c)(1), whichever is applicable, of
268 the Reclamation Project Act of 1939, subject to applicable Federal law and under stated terms and

269 conditions mutually agreeable to the Contractor and the Contracting Officer. A condition for such
270 conversion to occur shall be a determination by the Contracting Officer that, account being taken of
271 the amount credited to return by the Contractor as provided for under Federal Reclamation law, the
272 remaining amount of construction costs assignable for ultimate return by the Contractor can
273 probably be repaid to the United States within the term of a contract under subsection 9(d) or
274 9(c)(1), whichever is applicable. If the remaining amount of costs that are properly assignable to
275 the Contractor cannot be determined during the term of this Contract, the Contracting Officer shall
276 notify the Contractor, and provide the reason(s) why such a determination could not be made.
277 Further, the Contracting Officer shall make such a determination as soon thereafter as possible so as
278 to permit, upon request of the Contractor and satisfaction of the condition set out above, conversion
279 to a contract under subsection 9(d) or 9(c)(1), whichever is applicable. In the event such
280 determination of costs has not been made at a time which allows conversion of this Contract during
281 the term of this Contract or the Contractor has not requested conversion of this Contract within such
282 term, the parties shall incorporate in any subsequent renewal contract as described in subdivision (b)
283 of this Article a provision that carries forth in substantially identical terms the provisions of this
284 subdivision.

285 WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR

286 3. (a) During each Year, consistent with all applicable State water rights, permits,
287 and licenses, Federal law, and subject to the provisions set forth in Articles 11 and 12 of this
288 Contract, the Contracting Officer shall make available for delivery to the Contractor 24,578 acre-
289 feet of Project Water for irrigation and M&I purposes. Water Delivered to the Contractor in
290 accordance with this subdivision shall be scheduled and paid for pursuant to the provisions of
291 Articles 4 and 7 of this Contract.

292 (b) Because the capacity of the Project to deliver Project Water has been
293 constrained in recent years and may be constrained in the future due to many factors including
294 hydrologic conditions and implementation of Federal and State laws, the likelihood of the

295 Contractor actually receiving the amount of Project Water set out in subdivision (a) of this Article
296 in any given Year is uncertain. The Contracting Officer's modeling referenced in the PEIS
297 projected that the Contract Total set forth in this Contract will not be available to the Contractor in
298 many years. During the most recent five years, the Recent Historic Average of water made
299 available to the Contractor was 22,080 acre-feet of Irrigation and M&I Water. Nothing in
300 subdivision (b) of this Article shall affect the rights and obligations of the parties under any
301 provision of this Contract.

302 (c) The Contractor shall utilize the Project Water in accordance with all
303 applicable legal requirements.

304 (d) The Contractor shall make reasonable and beneficial use of all water
305 furnished pursuant to this Contract. Groundwater recharge programs (direct, indirect, or in lieu),
306 groundwater banking programs, surface water storage programs, and other similar programs
307 utilizing Project Water or other water furnished pursuant to this Contract conducted within the
308 Contractor's Service Area which are consistent with applicable State law and result in use
309 consistent with Federal Reclamation law will be allowed; Provided, That any direct recharge
310 program(s) is (are) described in the Contractor's water conservation plan submitted pursuant to
311 Article 26 of this Contract; Provided, further, That such water conservation plan demonstrates
312 sufficient lawful uses exist in the Contractor's Service Area so that using a long-term average, the
313 quantity of Delivered Water is demonstrated to be reasonable for such uses and in compliance with
314 Federal Reclamation law. Groundwater recharge programs, groundwater banking programs, surface
315 water storage programs, and other similar programs utilizing Project Water or other water furnished
316 pursuant to this Contract conducted outside the Contractor's Service Area may be permitted upon
317 written approval of the Contracting Officer, which approval will be based upon environmental
318 documentation, Project Water rights, and Project operational concerns. The Contracting Officer
319 will address such concerns in regulations, policies, or guidelines.

320 (e) The Contractor shall comply with requirements applicable to the Contractor
321 in biological opinion(s) prepared as a result of a consultation regarding the execution of this

322 Contract undertaken pursuant to Section 7 of the Endangered Species Act of 1973 (ESA), as
323 amended, that are within the Contractor's legal authority to implement. The Existing Contract,
324 which evidences in excess of 38 years of diversions for irrigation and/or M&I purposes of the
325 quantities of water provided in subdivision (a) of Article 3 of this Contract, will be considered in
326 developing an appropriate baseline for biological assessment(s) prepared pursuant to the ESA, and
327 any other needed environmental review. Nothing herein shall be construed to prevent the
328 Contractor from challenging or seeking judicial relief in a court of competent jurisdiction with
329 respect to any biological opinion or other environmental documentation referred to in this Article.

330 (f) As soon as possible following each declaration of Water Made Available
331 under Article 4 of this Contract, the Contracting Officer will make a determination whether Project
332 Water, or other water available to the Project, can be made available to the Contractor in addition to
333 the Contract Total under Article 3 of this Contract during the Year without adversely impacting
334 other Project Contractors. At the request of the Contractor, the Contracting Officer will consult
335 with the Contractor prior to making such a determination. If the Contracting Officer determines
336 that Project Water, or other water available to the Project, can be made available to the Contractor,
337 the Contracting Officer will announce the availability of such water and shall so notify the
338 Contractor as soon as practical. The Contracting Officer will thereafter meet with the Contractor
339 and other Project Contractors capable of taking such water to determine the most equitable and
340 efficient allocation of such water. If the Contractor requests the delivery of any quantity of such
341 water, the Contracting Officer shall make such water available to the Contractor in accordance with
342 applicable statutes, regulations, guidelines, and policies.

343 (g) The Contractor may request permission to reschedule for use during the
344 subsequent Year some or all of the Water Made Available to the Contractor during the current Year,
345 referred to as "carryover." The Contractor may request permission to use during the current Year a
346 quantity of Project Water which may be made available by the United States to the Contractor
347 during the subsequent Year, referred to as "preuse." The Contracting Officer's written approval
348 may permit such uses in accordance with applicable statutes, regulations, guidelines, and policies.

349 (h) The Contractor's right pursuant to Federal Reclamation law and applicable
350 State law to the reasonable and beneficial use of Water Delivered pursuant to this Contract during
351 the term thereof and any subsequent renewal contracts, as described in Article 2 of this Contract,
352 during the terms thereof shall not be disturbed so long as the Contractor shall fulfill all of its
353 obligations under this Contract and any renewals thereof. Nothing in the preceding sentence shall
354 affect the Contracting Officer's ability to impose shortages under Article 11 or subdivision (b) of
355 Article 12 of this Contract or applicable provisions of any subsequent renewal contracts.

356 (i) Project Water furnished to the Contractor pursuant to this Contract may be
357 delivered for purposes other than those described in subdivisions (m) and (o) of Article 1 of this
358 Contract upon written approval by the Contracting Officer in accordance with the terms and
359 conditions of such approval.

360 (j) The Contracting Officer shall make reasonable efforts to protect the water
361 rights necessary for the Project and to provide the water available under this Contract. The
362 Contracting Officer shall not object to participation by the Contractor, in the capacity and to the
363 extent permitted by law, in administrative proceedings related to the Project Water rights; Provided,
364 That the Contracting Officer retains the right to object to the substance of the Contractor's position
365 in such a proceeding; Provided further, That in such proceedings the Contracting Officer shall
366 recognize the Contractor has a legal right under the terms of this Contract to use Project Water.

367 TIME FOR DELIVERY OF WATER

368 4. (a) On or about February 20 of each Calendar Year, the Contracting Officer shall
369 announce the Contracting Officer's expected declaration of the Water Made Available. Such
370 declaration will be expressed in terms of both Water Made Available and the Recent Historic
371 Average and will be updated monthly, and more frequently if necessary, based on then-current
372 operational and hydrologic conditions and a new declaration with changes, if any, to the Water
373 Made Available will be made. The Contracting Officer shall provide forecasts of Project operations
374 and the basis of the estimate, with relevant supporting information, upon the written request of the

375 Contractor. Concurrently with the declaration of the Water Made Available, the Contracting
376 Officer shall provide the Contractor with the updated Recent Historic Average.

377 (b) On or before each March 1 and at such other times as necessary, the
378 Contractor shall submit to the Contracting Officer a written schedule, satisfactory to the Contracting
379 Officer, showing the monthly quantities of Project Water to be delivered by the United States to the
380 Contractor pursuant to this Contract for the Year commencing on such March 1. The Contracting
381 Officer shall use all reasonable means to deliver Project Water according to the approved schedule
382 for the Year commencing on such March 1.

383 (c) The Contractor shall not schedule Project Water in excess of the quantity of
384 Project Water the Contractor intends to put to reasonable and beneficial use within the Contractor's
385 Service Area or to sell, transfer, or exchange pursuant to Article 9 of this Contract during any Year.

386 (d) Subject to the conditions set forth in subdivision (a) of Article 3 of this
387 Contract, the United States shall deliver Project Water to the Contractor in accordance with the
388 initial schedule submitted by the Contractor pursuant to subdivision (b) of this Article, or any
389 written revision(s), satisfactory to the Contracting Officer, thereto submitted within a reasonable
390 time prior to the date(s) on which the requested change(s) is/are to be implemented.

391 POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

392 5. (a) Project Water scheduled pursuant to subdivision (b) of Article 4 of this
393 Contract shall be delivered to the Contractor at the Sacramento River at the Wintu Pumping Plant
394 and any additional point or points of delivery either on Project facilities or another location or
395 locations mutually agreed to in writing by the Contracting Officer and the Contractor.

396 (b) The Contracting Officer shall make all reasonable efforts to maintain
397 sufficient flows and levels of water in the Sacramento River to deliver Project Water to the
398 Contractor at the Wintu Pumping Plant established as a delivery point pursuant to subdivision (a) of
399 this Article.

400 (c) The Contractor shall deliver Irrigation Water in accordance with any
401 applicable land classification provisions of Federal Reclamation law and the associated regulations.

402 The Contractor shall not deliver Project Water to land outside the Contractor's Service Area unless
403 approved in advance by the Contracting Officer.

404 (d) All Water Delivered to the Contractor pursuant to this Contract shall be
405 measured and recorded with equipment originally furnished and installed by the United States, and
406 operated, maintained, and replaced as necessary by the Contractor at the point or points of delivery
407 established pursuant to subdivision (a) of this Article. Upon the request of either party to this
408 Contract, the Contracting Officer shall investigate the accuracy of such measurements and shall take
409 any necessary steps to adjust any errors appearing therein. For any period of time when accurate
410 measurements have not been made, the Contracting Officer shall consult with the Contractor prior
411 to making a final determination of the quantity delivered for that period of time.

412 (e) The Contracting Officer shall not be responsible for the control, carriage,
413 handling, use, disposal, or distribution of Water Delivered to the Contractor pursuant to this
414 Contract beyond the delivery points specified in subdivision (a) of this Article. The Contractor
415 shall indemnify the United States, its officers, employees, agents, and assigns on account of damage
416 or claim of damage of any nature whatsoever for which there is legal responsibility, including
417 property damage, personal injury, or death arising out of or connected with the control, carriage,
418 handling, use, disposal, or distribution of such Water Delivered beyond such delivery points, except
419 for any damage or claim arising out of (i) acts or omissions of the Contracting Officer or any of its
420 officers, employees, agents, or assigns, with the intent of creating the situation resulting in any
421 damage or claim, (ii) willful misconduct of the Contracting Officer or any of its officers,
422 employees, agents, or assigns, (iii) negligence of the Contracting Officer or any of its officers,
423 employees, agents, or assigns, or (iv) damage or claims resulting from a malfunction of facilities
424 owned and/or operated by the United States.

425 MEASUREMENT OF WATER WITHIN THE CONTRACTOR'S SERVICE AREA

426 6. (a) The Contractor has established a measuring program satisfactory to the
427 Contracting Officer. The Contractor shall ensure that all surface water delivered for irrigation
428 purposes within the Contractor's Service Area is measured at each agricultural turnout and such

429 water delivered for M&I purposes is measured at each M&I service connection. The water
430 measuring devices or water measuring methods of comparable effectiveness must be acceptable to
431 the Contracting Officer. The Contractor shall be responsible for installing, operating, and
432 maintaining and repairing all such measuring devices and implementing all such water measuring
433 methods at no cost to the United States. The Contractor shall use the information obtained from
434 such water measuring devices or water measuring methods to ensure its proper management of the
435 water, to bill water users for water delivered by the Contractor; and, if applicable, to record water
436 delivered for M&I purposes by customer class as defined in the Contractor's water conservation
437 plan provided for in Article 26 of this Contract. Nothing herein contained, however, shall preclude
438 the Contractor from establishing and collecting any charges, assessments, or other revenues
439 authorized by California law. The Contractor shall include a summary of all its annual surface
440 water deliveries in the annual report described in subdivision (c) of Article 26.

441 (b) To the extent the information has not otherwise been provided, upon
442 execution of this Contract, the Contractor shall provide to the Contracting Officer a written report
443 describing the measurement devices or water measuring methods being used or to be used to
444 implement subdivision (a) of this Article and identifying the agricultural turnouts and the M&I
445 service connections or alternative measurement programs approved by the Contracting Officer, at
446 which such measurement devices or water measuring methods are being used, and, if applicable,
447 identifying the locations at which such devices and/or methods are not yet being used including a
448 time schedule for implementation at such locations. The Contracting Officer shall advise the
449 Contractor in writing within 60 days as to the adequacy and necessary modifications, if any, of the
450 measuring devices or water measuring methods identified in the Contractor's report and if the
451 Contracting Officer does not respond in such time, they shall be deemed adequate. If the
452 Contracting Officer notifies the Contractor that the measuring devices or methods are inadequate,
453 the parties shall within 60 days following the Contracting Officer's response, negotiate in good faith
454 the earliest practicable date by which the Contractor shall modify said measuring devices and/or

455 measuring methods as required by the Contracting Officer to ensure compliance with subdivision
456 (a) of this Article.

457 (c) All new surface water delivery systems installed within the Contractor's
458 Service Area after the effective date of this Contract shall also comply with the measurement
459 provisions described in subdivision (a) of this Article.

460 (d) The Contractor shall inform the Contracting Officer and the State of
461 California in writing by April 30 of each Year of the monthly volume of surface water delivered
462 within the Contractor's Service Area during the previous Year.

463 (e) The Contractor shall inform the Contracting Officer on or before the 20th
464 calendar day of each month of the quantity of Irrigation and M&I Water taken during the preceding
465 month.

466 RATES AND METHOD OF PAYMENT FOR WATER

467 7. (a) The Contractor shall pay the United States as provided in this Article for all
468 Delivered Water at Rates, Charges, and the Tiered Pricing Component established in accordance
469 with (i) the Secretary's ratesetting policy for Irrigation Water adopted in 1988 and the Secretary's
470 then-existing ratesetting policy for M&I Water. Such ratesetting policies shall be amended,
471 modified, or superseded only through a public notice and comment procedure; (ii) applicable
472 Federal Reclamation law and associated rules and regulations, or policies; and (iii) other applicable
473 provisions of this Contract. Payments shall be made by cash transaction, electronic funds transfer,
474 or any other mechanism as may be agreed to in writing by the Contractor and the Contracting
475 Officer. The Rates, Charges, and Tiered Pricing Component applicable to the Contractor upon
476 execution of this Contract are set forth in Exhibit "B," as may be revised annually.

477 (b) The Contracting Officer shall notify the Contractor of the Rates, Charges, and
478 Tiered Pricing Component as follows:

479 (1) Prior to July 1 of each Calendar Year, the Contracting Officer shall
480 provide the Contractor an estimate of the Charges for Project Water that will be applied to the
481 period October 1, of the current Calendar Year, through September 30, of the following Calendar

482 Year, and the basis for such estimate. The Contractor shall be allowed not less than two months to
483 review and comment on such estimates. On or before September 15 of each Calendar Year, the
484 Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during the
485 period October 1 of the current Calendar Year, through September 30, of the following Calendar
486 Year, and such notification shall revise Exhibit "B."

487 (2) Prior to October 1 of each Calendar Year, the Contracting Officer
488 shall make available to the Contractor an estimate of the Rates and Tiered Pricing Component for
489 Project Water for the following Year and the computations and cost allocations upon which those
490 Rates are based. The Contractor shall be allowed not less than two months to review and comment
491 on such computations and cost allocations. By December 31 of each Calendar Year, the
492 Contracting Officer shall provide the Contractor with the final Rates and Tiered Pricing Component
493 to be in effect for the upcoming Year, and such notification shall revise Exhibit "B."

494 (c) At the time the Contractor submits the initial schedule for the delivery of
495 Project Water for each Year pursuant to subdivision (b) of Article 4 of this Contract, the Contractor
496 shall make an advance payment to the United States equal to the total amount payable pursuant to
497 the applicable Rate(s) set under subdivision (a) of this Article, for the Project Water scheduled to be
498 delivered pursuant to this Contract during the first two calendar months of the Year. Before the end
499 of the first month and before the end of each calendar month thereafter, the Contractor shall make
500 an advance payment to the United States, at the Rate(s) set under subdivision (a) of this Article, for
501 the Water Scheduled to be delivered pursuant to this Contract during the second month immediately
502 following. Adjustments between advance payments for Water Scheduled and payments at Rates
503 due for Water Delivered shall be made before the end of the following month; Provided, That any
504 revised schedule submitted by the Contractor pursuant to Article 4 of this Contract which increases
505 the amount of Water Delivered pursuant to this Contract during any month shall be accompanied
506 with appropriate advance payment, at the Rates then in effect, to assure that Project Water is not
507 delivered to the Contractor in advance of such payment. In any month in which the quantity of
508 Water Delivered to the Contractor pursuant to this Contract equals the quantity of Water Scheduled

509 and paid for by the Contractor, no additional Project Water shall be delivered to the Contractor
510 unless and until an advance payment at the Rates then in effect for such additional Project Water is
511 made. Final adjustment between the advance payments for the Water Scheduled and payments for
512 the quantities of Water Delivered during each Year pursuant to this Contract shall be made as soon
513 as practicable, but no later than April 30th of the following Year, or 60 days after the delivery of
514 Project Water carried over under subdivision (g) of Article 3 of this Contract if such water is not
515 delivered by the last day of February.

516 (d) The Contractor shall also make a payment in addition to the Rate(s) in
517 subdivision (c) of this Article to the United States for Water Delivered, at the Charges and the
518 appropriate Tiered Pricing Component then in effect, before the end of the month following the
519 month of delivery; Provided, That the Contractor may be granted an exception from the Tiered
520 Pricing Component pursuant to subdivision (j)(2) of this Article. The payments shall be consistent
521 with the quantities of Irrigation Water and M&I Water Delivered as shown in the water delivery
522 report for the subject month prepared by the Contracting Officer. The water delivery report shall be
523 deemed a bill for the payment of Charges and the applicable Tiered Pricing Component for Water
524 Delivered. Adjustment for overpayment or underpayment of Charges shall be made through the
525 adjustment of payments due to the United States for Charges for the next month. Any amount to be
526 paid for past due payment of Charges and the Tiered Pricing Component shall be computed
527 pursuant to Article 20 of this Contract.

528 (e) The Contractor shall pay for any Water Delivered under subdivision (a), (f),
529 or (g) of Article 3 of this Contract as determined by the Contracting Officer pursuant to applicable
530 statutes, associated regulations, any applicable provisions of guidelines or ratesetting policies;
531 Provided, That the Rate for Water Delivered under subdivision (f) of Article 3 of this Contract shall
532 be no more than the otherwise applicable Rate for Irrigation Water or M&I Water under subdivision
533 (a) of this Article.

534 (f) Payments to be made by the Contractor to the United States under this
535 Contract may be paid from any revenues available to the Contractor.

536 (g) All revenues received by the United States from the Contractor relating to the
537 delivery of Project Water or the delivery of non-Project water through Project facilities shall be
538 allocated and applied in accordance with Federal Reclamation law and the associated rules or
539 regulations, and the then-current Project ratesetting policies for M&I Water or Irrigation Water.

540 (h) The Contracting Officer shall keep its accounts pertaining to the
541 administration of the financial terms and conditions of its long-term contracts, in accordance with
542 applicable Federal standards, so as to reflect the application of Project costs and revenues. The
543 Contracting Officer shall, each Year upon request of the Contractor, provide to the Contractor a
544 detailed accounting of all Project and Contractor expense allocations, the disposition of all Project
545 and Contractor revenues, and a summary of all water delivery information. The Contracting Officer
546 and the Contractor shall enter into good faith negotiations to resolve any discrepancies or disputes
547 relating to accountings, reports, or information.

548 (i) The parties acknowledge and agree that the efficient administration of this
549 Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms,
550 policies, and procedures used for establishing Rates, Charges, and the Tiered Pricing Component,
551 and/or for making and allocating payments, other than those set forth in this Article may be in the
552 mutual best interest of the parties, it is expressly agreed that the parties may enter into agreements
553 to modify the mechanisms, policies, and procedures for any of those purposes while this Contract is
554 in effect without amending this Contract.

555 (j) (1) Beginning at such time as deliveries of Project Water in a Year
556 exceed 80 percent of the Contract Total, then before the end of the month following the month of
557 delivery the Contractor shall make an additional payment to the United States equal to the
558 applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of Water
559 Delivered in excess of 80 percent of the Contract Total, but less than or equal to 90 percent of the
560 Contract total, shall equal one-half of the difference between the Rate established under subdivision
561 (a) of this Article and the Irrigation Full Cost Water Rate or M&I Full Cost Water Rate, whichever

562 is applicable. The Tiered Pricing Component for the amount of Water delivered which exceeds 90
563 percent of the Contract Total shall equal the difference between (i) the Rate established under
564 subdivision (a) of this Article and (ii) the Irrigation Full Cost Water Rate or M&I Full Cost Water
565 Rate, whichever is applicable. For all Water Delivered pursuant to subdivision (a) of Article 3 of
566 this Contract which is in excess of 80 percent of the Contract Total, this increment shall be deemed
567 to be divided between Irrigation Water and M&I Water in the same proportion as actual deliveries
568 of each bear to the cumulative total Water Delivered. Solely for the purpose of calculating the
569 Tiered Pricing Component, the Full Cost Rate shall not include the interest component of the
570 Contractor's water distribution system constructed by the United States and covered by Repayment
571 Contract No. 14-06-200-851A entered into pursuant to 43 USC 485h(d).

572 (2) Subject to the Contracting Officer's written approval, the Contractor
573 may request and receive an exemption from such Tiered Pricing Component for Project Water
574 delivered to produce a crop which the Contracting Officer determines will provide significant and
575 quantifiable habitat values for waterfowl in fields where the water is used and the crops are
576 produced; Provided, That the exemption from the Tiered Pricing Component for Irrigation Water
577 shall apply only if such habitat values can be assured consistent with the purposes of the CVPIA
578 through binding agreements executed with or approved by the Contracting Officer prior to use of
579 such water.

580 (3) For purposes of determining the applicability of the Tiered Pricing
581 Component pursuant to this Article, Water Delivered shall include Project Water that the
582 Contractor transfers to others but shall not include Project Water transferred to the Contractor, nor
583 shall it include the additional water provided to the Contractor under the provisions of subdivision
584 (f) of Article 3 of this Contract.

585 (k) For the term of this Contract, Rates under the respective ratesetting policies
586 will be established to recover only reimbursable O&M (including any deficits) and capital costs of

587 the Project, as those terms are used in the then-current Project ratesetting policies, and interest,
588 where appropriate, except in instances where a minimum Rate is applicable in accordance with the
589 relevant Project ratesetting policy. Changes of significance in practices which implement the
590 Contracting Officer's ratesetting policies will not be implemented until the Contracting Officer has
591 provided the Contractor an opportunity to discuss the nature, need, and impact of the proposed
592 change.

593 (l) Except as provided in subsections 3405(a)(1)(B) and 3405(f) of the CVPIA,
594 the Rates for Project Water transferred by the Contractor shall be the Contractor's Rates adjusted
595 upward or downward to reflect the changed costs, if any, incurred by the Contracting Officer in the
596 delivery of the transferred Project Water to the transferee's point of delivery in accordance with the
597 then applicable Project ratesetting policy . If the Contractor is receiving lower Rates and Charges
598 because of inability to pay and is transferring Project Water to another entity whose Rates and
599 Charges are not adjusted due to inability to pay, the Rates and Charges for transferred Project Water
600 shall not be adjusted to reflect the Contractor's inability to pay.

601 (m) Pursuant to the Act of October 27, 1986 (100 Stat. 3050), the Contracting
602 Officer is authorized to adjust determinations of ability to pay every five years.

603 (n) With respect to the Rates for M&I water the Contractor asserts that it is not
604 legally obligated to pay any Project deficits claimed by the United States to have accrued as of the
605 date of this Contract or deficit-related interest charges thereon. By entering into this Contract, the
606 Contractor does not waive any legal rights or remedies that it may have with respect to such
607 disputed issues. Notwithstanding the execution of this Contract and payments made hereunder, the
608 Contractor may challenge in the appropriate administrative or judicial forums: (1) the existence,
609 computation, or imposition of any deficit charges accruing during the term of the Existing Contract
610 and any preceding interim renewal contracts, if applicable; (2) interest accruing on any such
611 deficits; (3) the inclusion of any such deficit charges or interest in the Rates; (4) the application by
612 the United States of payments made by the Contractor under its Existing Contract and any
613 preceding interim renewal contracts, if applicable; and (5) the application of such payments in the

614 Rates. The Contracting Officer agrees that the Contractor shall be entitled to the benefit of any
615 administrative or judicial ruling in favor of any Project M&I contractor on any of these issues, and
616 credits for payments heretofore made, Provided, That the basis for such ruling is applicable to the
617 Contractor.

618 NON-INTEREST BEARING OPERATION AND MAINTENANCE DEFICITS

619 8. The Contractor and the Contracting Officer concur that, as of the effective date of
620 this Contract, the Contractor has no non-interest bearing O&M deficits and shall have no further
621 liability therefor.

622 SALES, TRANSFERS, OR EXCHANGES OF WATER

623 9. (a) The right to receive Project Water provided for in this Contract may be sold,
624 transferred, or exchanged to others for reasonable and beneficial uses within the State of California
625 if such sale, transfer, or exchange is authorized by applicable Federal and State laws, and applicable
626 guidelines or regulations then in effect. No sale, transfer, or exchange of Project Water under this
627 Contract may take place without the prior written approval of the Contracting Officer, except as
628 provided for in subdivision (b) of this Article, and no such sales, transfers, or exchanges shall be
629 approved absent all appropriate environmental documentation, including but not limited to
630 documents prepared pursuant to NEPA and ESA. Such environmental documentation should
631 include, as appropriate, an analysis of groundwater impacts and economic and social effects,
632 including environmental justice, of the proposed water transfers on both the transferor and
633 transferee.

634 (b) In order to facilitate efficient water management by means of water transfers
635 of the type historically carried out among Project Contractors located within the same geographical
636 area and to allow the Contractor to participate in an accelerated water transfer program during the
637 term of this Contract, the Contracting Officer shall prepare, as appropriate, all necessary
638 environmental documentation including, but not limited to, documents prepared pursuant to NEPA
639 and ESA, analyzing annual transfers within such geographical areas, and the Contracting Officer
640 shall determine whether such transfers comply with applicable law. Following the completion of

641 the environmental documentation, such transfers addressed in such documentation shall be
642 conducted with advance notice to the Contracting Officer, but shall not require prior written
643 approval by the Contracting Officer. Such environmental documentation and the Contracting
644 Officer's compliance determination shall be reviewed every five years and updated, as necessary,
645 prior to the expiration of the then-existing five-year period. All subsequent environmental
646 documentation shall include an alternative to evaluate not less than the quantity of Project Water
647 historically transferred within the same geographical area.

648 (c) For a water transfer to qualify under subdivision (b) of this Article, such
649 water transfer must: (i) be for irrigation purposes for lands irrigated within the previous three years,
650 for M&I use, groundwater recharge, water banking, similar groundwater activities, surface water
651 storage, or fish and wildlife resources; not lead to land conversion; and be delivered to established
652 cropland, wildlife refuges, groundwater basins or M&I use; (ii) occur within a single Year; (iii)
653 occur between a willing seller and a willing buyer; (iv) convey water through existing facilities with
654 no new construction or modifications to facilities and be between existing Project Contractors
655 and/or the Contractor and the United States, Department of the Interior; and (v) comply with all
656 applicable Federal, State, and local or tribal laws and requirements imposed for protection of the
657 environment and Indian Trust Assets, as defined under Federal law.

658 (d) For the purpose of determining whether Section 3405(a)(1)(M) of the CVPIA
659 applies to the Contractor as a transferor or transferee of Project Water, the Contracting Officer
660 acknowledges that the Contractor is within a county, watershed, or other area of origin, as those
661 terms are utilized under California law, of water that constitutes the natural flow of the Sacramento
662 River and its tributaries above the confluence of the American and Sacramento Rivers.

663 APPLICATION OF PAYMENTS AND ADJUSTMENTS

664 10. (a) The amount of any overpayment by the Contractor of the Contractor's O&M,
665 capital, and deficit (if any) obligations for the Year shall be applied first to any current liabilities of
666 the Contractor arising out of this Contract then due and payable. Overpayments of more than
667 \$1,000 shall be refunded at the Contractor's request. In lieu of a refund, any amount of such

668 overpayment, at the option of the Contractor, may be credited against amounts to become due to the
669 United States by the Contractor. With respect to overpayment, such refund or adjustment shall
670 constitute the sole remedy of the Contractor or anyone having or claiming to have the right to the
671 use of any of the Project Water supply provided for herein. All credits and refunds of overpayments
672 shall be made within 30 days of the Contracting Officer obtaining direction as to how to credit or
673 refund such overpayment in response to the notice to the Contractor that it has finalized the
674 accounts for the Year in which the overpayment was made.

675 (b) All advances for miscellaneous costs incurred for work requested by the
676 Contractor pursuant to Article 25 of this Contract shall be adjusted to reflect the actual costs when
677 the work has been completed. If the advances exceed the actual costs incurred, the difference will
678 be refunded to the Contractor. If the actual costs exceed the Contractor's advances, the Contractor
679 will be billed for the additional costs pursuant to Article 25.

680 TEMPORARY REDUCTIONS--RETURN FLOWS

681 11. (a) Subject to: (i) the authorized purposes and priorities of the Project and the
682 requirements of Federal law; and (ii) the obligations of the United States under existing contracts, or
683 renewals thereof, providing for water deliveries from the Project, the Contracting Officer shall make
684 all reasonable efforts to optimize Project Water deliveries to the Contractor as provided in this
685 Contract.

686 (b) The Contracting Officer may temporarily discontinue or reduce the quantity
687 of Water Delivered to the Contractor as herein provided for the purposes of investigation,
688 inspection, maintenance, repair, or replacement of any of the Project facilities or any part thereof
689 necessary for the delivery of Project Water to the Contractor, but so far as feasible the Contracting
690 Officer will give the Contractor due notice in advance of such temporary discontinuance or
691 reduction, except in case of emergency, in which case no notice need be given; Provided, That the
692 United States shall use its best efforts to avoid any discontinuance or reduction in such service.
693 Upon resumption of service after such reduction or discontinuance, and if requested by the

694 Contractor, the United States will, if possible, deliver the quantity of Project Water which would
695 have been delivered hereunder in the absence of such discontinuance or reduction.

696 (c) The United States reserves the right to all seepage and return flow water
697 derived from Water Delivered to the Contractor hereunder which escapes or is discharged beyond
698 the Contractor's Service Area; Provided, That this shall not be construed as claiming for the United
699 States any right to seepage or return flow being put to reasonable and beneficial use pursuant to this
700 Contract within the Contractor's Service Area by the Contractor or those claiming by, through, or
701 under the Contractor.

702 CONSTRAINTS ON THE AVAILABILITY OF WATER

703 12. (a) In its operation of the Project, the Contracting Officer will use all reasonable
704 means to guard against a Condition of Shortage in the quantity of water to be made available to the
705 Contractor pursuant to this Contract. In the event the Contracting Officer determines that a
706 Condition of Shortage appears probable, the Contracting Officer will notify the Contractor of said
707 determination as soon as practicable.

708 (b) If there is a Condition of Shortage because of errors in physical operations of
709 the Project, drought, other physical causes beyond the control of the Contracting Officer or actions
710 taken by the Contracting Officer to meet legal obligations then, except as provided in subdivision
711 (a) of Article 18 of this Contract, no liability shall accrue against the United States or any of its
712 officers, agents, or employees for any damage, direct or indirect, arising therefrom.

713 (c) In any Year in which there may occur a shortage for any of the reasons
714 specified in subdivision (b) above, the Contracting Officer shall apportion Project Water among the
715 Contractor and others entitled, under existing contracts and future contracts (to the extent such
716 future contracts are permitted under subsections (a) and (b) of Section 3404 of the CVPIA) and

717 renewals thereof, to receive Irrigation Water consistent with the contractual obligations of the
718 United States.

719 (d) Project Water furnished under this Contract will be allocated in accordance
720 with the then-existing Project M&I Water Shortage Policy. Such policy shall be amended,
721 modified, or superseded only through a public notice and comment procedure.

722 (e) By entering into this Contract, the Contractor does not waive any legal rights
723 or remedies it may have to file or participate in any administrative or judicial proceeding contesting
724 (i) the sufficiency of the manner in which any Project M&I Water Shortage Policy adopted after the
725 effective date of this Contract was promulgated; (ii) the substance of such a policy; or (iii) the
726 applicability of such a policy. By agreeing to the foregoing, the Contracting Officer does not waive
727 any legal defenses or remedies that it may then have to assert in such a proceeding.

728 UNAVOIDABLE GROUNDWATER PERCOLATION

729 13. To the extent applicable, the Contractor shall not be deemed to have delivered
730 Irrigation Water to Excess Lands or Ineligible Lands within the meaning of this Contract if such
731 lands are irrigated with groundwater that reaches the underground strata as an unavoidable result of
732 the delivery of Irrigation Water by the Contractor to Eligible Lands.

733 RULES AND REGULATIONS

734 14. The parties agree that the delivery of Irrigation Water or use of Federal facilities
735 pursuant to this Contract is subject to Federal Reclamation law, including but not limited to the
736 Reclamation Reform Act of 1982 (43 U.S.C.390aa et seq.), as amended and supplemented, and the
737 rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation law.

738 WATER AND AIR POLLUTION CONTROL

739 15. The Contractor, in carrying out this Contract, shall comply with all applicable water
740 and air pollution laws and regulations of the United States and the State of California, and shall
741 obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

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QUALITY OF WATER

16. (a) Project facilities used to deliver Project Water to the Contractor pursuant to this Contract shall be operated and maintained to enable the United States to deliver Project Water to the Contractor in accordance with the water quality standards specified in subsection 2(b) of the Act of August 26, 1937 (50 Stat. 865), as added by Section 101 of the Act of October 27, 1986 (100 Stat. 3050) or other existing Federal laws. The United States is under no obligation to construct or furnish water treatment facilities to maintain or to improve the quality of Water Delivered to the Contractor pursuant to this Contract. The United States does not warrant the quality of Water Delivered to the Contractor pursuant to this Contract.

(b) The O&M of Project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable as determined by the Contracting Officer. The Contractor shall be responsible for compliance with all State and Federal water quality standards applicable to surface and subsurface agricultural drainage discharges generated through the use of Federal or Contractor facilities or Project Water provided by the Contractor within the Contractor's Service Area.

WATER ACQUIRED BY THE CONTRACTOR
OTHER THAN FROM THE UNITED STATES

17. (a) Water or water rights now owned or hereafter acquired by the Contractor other than from the United States and Irrigation Water furnished pursuant to the terms of this Contract may be simultaneously transported through the same distribution facilities of the Contractor subject to the following: (i) if the facilities utilized for commingling Irrigation Water and non-Project water were constructed without funds made available pursuant to Federal Reclamation law, the provisions of Federal Reclamation law will be applicable only to the Landholders of lands which receive Irrigation Water; (ii) the eligibility of land to receive Irrigation

766 Water must be established through the certification requirements as specified in the Acreage
767 Limitation Rules and Regulations (43 CFR Part 426); (iii) the water requirements of Eligible Lands
768 within the Contractor's Service Area can be established and the quantity of Irrigation Water to be
769 utilized is less than or equal to the quantity necessary to irrigate such Eligible Lands; and (iv) if the
770 facilities utilized for commingling Irrigation Water and non-Project water are/were constructed with
771 funds made available pursuant to Federal Reclamation law, the non-Project water will be subject to
772 the acreage limitation provisions of Federal Reclamation law, unless the Contractor pays to the
773 United States the incremental fee described in 43 CFR 426.15. In determining the incremental fee,
774 the Contracting Officer will calculate annually the cost to the Federal Government, including
775 interest, on storing or delivering non-Project water, which for purposes of this Contract shall be
776 determined as follows: The quotient shall be the unpaid Distribution System costs divided by the
777 total irrigable acreage within the Contractor's Service Area. The incremental fee per acre is the
778 mathematical result of such quotient times the interest rate determined using Section 202 (3) of the
779 Act of October 12, 1982 (96 Stat. 1263). Such incremental fee will be charged to each acre of
780 excess or full cost land within the Contractor's Service Area that receives non-Project water through
781 Federally financed or constructed facilities. The incremental fee calculation methodology will
782 continue during the term of this Contract absent the promulgation of a contrary Reclamation-wide
783 rule, regulation, or policy adopted after the Contractor has been afforded the opportunity to review
784 and comment on the proposed rule, regulation, or policy. If such rule, regulation, or policy is
785 adopted it shall supersede this provision.

786 (b) Water or water rights now owned or hereafter acquired by the Contractor,
787 other than from the United States, may be stored, conveyed, and/or diverted through Project
788 facilities, subject to the completion of appropriate environmental documentation, with the approval

789 of the Contracting Officer and the execution of any contract determined by the Contracting Officer
790 to be necessary, consistent with the following provisions:

791 (1) The Contractor may introduce non-Project water into Project facilities
792 and deliver said water to lands within the Contractor's Service Area, including Ineligible Lands,
793 subject to payment to the United States of an appropriate rate as determined by the applicable
794 Project ratesetting policy, the RRA, and the Project use power policy, if such Project use power
795 policy is applicable, each as amended, modified, or superseded from time to time.

796 (2) Delivery of such non-Project water in and through Project facilities
797 shall only be allowed to the extent such deliveries do not: (i) interfere with other Project purposes
798 as determined by the Contracting Officer; (ii) reduce the quantity or quality of water available to
799 other Project Contractors; (iii) interfere with the delivery of contractual water entitlements to any
800 other Project Contractors; or (iv) interfere with the physical maintenance of the Project facilities.

801 (3) The United States shall not be responsible for control, care, or
802 distribution of the non-Project water before it is introduced into or after it is delivered from the
803 Project facilities. The Contractor hereby releases and agrees to defend and indemnify the United
804 States and its respective officers, agents, and employees, from any claim for damage to persons or
805 property, direct or indirect, resulting from the acts of the Contractor, its officers', employees',
806 agents', or assigns', act(s) in (i) extracting or diverting non-Project water from any source, or (ii)
807 diverting such non-Project water into Project facilities.

808 (4) Diversion of such non-Project water into Project facilities shall be
809 consistent with all applicable laws, and if involving groundwater, consistent with any applicable
810 groundwater management plan for the area from which it was extracted.

811 (5) After Project purposes are met, as determined by the Contracting
812 Officer, the United States and the Contractor shall share priority to utilize the remaining capacity of

813 the facilities declared to be available by the Contracting Officer for conveyance and transportation
814 of non-Project water prior to any such remaining capacity being made available to non-Project
815 contractors.

816 OPINIONS AND DETERMINATIONS

817 18. (a) Where the terms of this Contract provide for actions to be based upon the
818 opinion or determination of either party to this Contract, said terms shall not be construed as
819 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
820 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
821 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or
822 unreasonable opinion or determination. Each opinion or determination by either party shall be
823 provided in a timely manner. Nothing in subdivision (a) of Article 18 of this Contract is intended to
824 or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or
825 determination implementing a specific provision of Federal law embodied in statute or regulation.

826 (b) The Contracting Officer shall have the right to make determinations
827 necessary to administer this Contract that are consistent with the provisions of this Contract, the
828 laws of the United States and of the State of California, and the rules and regulations promulgated
829 by the Secretary of the Interior. Such determinations shall be made in consultation with the
830 Contractor to the extent reasonably practicable.

831 COORDINATION AND COOPERATION

832 19. (a) In order to further their mutual goals and objectives, the Contracting Officer
833 and the Contractor shall communicate, coordinate, and cooperate with each other, and with other
834 affected Project Contractors, in order to improve the operation and management of the Project. The
835 communication, coordination, and cooperation regarding operations and management shall include,
836 but not be limited to, any action which will or may materially affect the quantity or quality of
837 Project Water supply, the allocation of Project Water supply, and Project financial matters
838 including, but not limited to, budget issues. The communication, coordination, and cooperation

839 provided for hereunder shall extend to all provisions of this Contract. Each party shall retain
840 exclusive decision making authority for all actions, opinions, and determinations to be made by the
841 respective party.

842 (b) Within 120 days following the effective date of this Contract, the Contractor,
843 other affected Project Contractors, and the Contracting Officer shall arrange to meet with interested
844 Project Contractors to develop a mutually agreeable, written Project-wide process, which may be
845 amended as necessary separate and apart from this Contract. The goal of this process shall be to
846 provide, to the extent practicable, the means of mutual communication and interaction regarding
847 significant decisions concerning Project operation and management on a real-time basis.

848 (c) In light of the factors referred to in subdivision (b) of Article 3 of this
849 Contract, it is the intent of the Secretary to improve water supply reliability. To carry out this
850 intent:

851 (1) The Contracting Officer will, at the request of the Contractor, assist in
852 the development of integrated resource management plans for the Contractor. Further, the
853 Contracting Officer will, as appropriate, seek authorizations for implementation of partnerships to
854 improve water supply, water quality, and reliability.

855 (2) The Secretary will, as appropriate, pursue program and project
856 implementation and authorization in coordination with Project Contractors to improve the water
857 supply, water quality, and reliability of the Project for all Project purposes.

858 (3) The Secretary will coordinate with Project Contractors and the State
859 of California to seek improved water resource management.

860 (3.1) The Secretary and the Contractor desire to work together to maximize
861 the reasonable beneficial use of water for their mutual benefit. As a consequence, the Secretary and
862 the Contractor will work in partnership and with others in the region of the Redding Groundwater
863 Basin, including other Contractors in the Shasta and Trinity Divisions of the Project, to facilitate the
864 better integration with the region of the Redding Groundwater Basin of all water supplies including,
865 but not limited to, the better management and integration of surface water and groundwater,

866 transfers and exchanges of water, the development and better utilization of surface water storage,
867 the effective utilization of waste, seepage and return flow water, and other operational and
868 management options that may be identified in the future.

869 (4) The Secretary will coordinate actions of agencies within the
870 Department of the Interior that may impact the availability of water for Project purposes.

871 (5) The Contracting Officer shall periodically, but not less than annually,
872 hold division level meetings to discuss Project operations, division level water management
873 activities, and other issues as appropriate.

874 (d) Without limiting the contractual obligations of the Contracting Officer under
875 the other Articles of this Contract nothing in this Article shall be construed to limit or constrain the
876 Contracting Officer's ability to communicate, coordinate, and cooperate with the Contractor or
877 other interested stakeholders or to make decisions in a timely fashion as needed to protect health,
878 safety, or the physical integrity of structures or facilities.

879 CHARGES FOR DELINQUENT PAYMENTS

880 20. (a) The Contractor shall be subject to interest, administrative and penalty charges
881 on delinquent installments or payments. When a payment is not received by the due date, the
882 Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date.
883 When a payment becomes sixty (60) days delinquent, the Contractor shall pay an administrative
884 charge to cover additional costs of billing and processing the delinquent payment. When a payment
885 is delinquent ninety (90) days or more, the Contractor shall pay an additional penalty charge of six
886 (6%) percent per year for each day the payment is delinquent beyond the due date. Further, the
887 Contractor shall pay any fees incurred for debt collection services associated with a delinquent
888 payment.

889 (b) The interest charge rate shall be the greater of the rate prescribed quarterly in
890 the Federal Register by the Department of the Treasury for application to overdue payments,
891 or the interest rate of one-half of one (0.5%) percent per month prescribed by Section 6 of the
892 Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined
893 as of the due date and remain fixed for the duration of the delinquent period.

894 (c) When a partial payment on a delinquent account is received, the amount
895 received shall be applied, first to the penalty, second to the administrative charges, third to the
896 accrued interest, and finally to the overdue payment.

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EQUAL OPPORTUNITY

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21. During the performance of this Contract, the Contractor agrees as follows:

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(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

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(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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(e) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

936 with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a
937 means of enforcing such provisions, including sanctions for noncompliance: Provided, however,
938 That in the event the Contractor becomes involved in, or is threatened with, litigation with a
939 subcontractor or vendor as a result of such direction, the Contractor may request the United States
940 to enter into such litigation to protect the interests of the United States.

941 GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

942 22. (a) The obligation of the Contractor to pay the United States as provided in this
943 Contract is a general obligation of the Contractor notwithstanding the manner in which the
944 obligation may be distributed among the Contractor's water users and notwithstanding the default of
945 individual water users in their obligations to the Contractor.

946 (b) The payment of charges becoming due hereunder is a condition precedent to
947 receiving benefits under this Contract. The United States shall not make water available to the
948 Contractor through Project facilities during any period in which the Contractor may be in arrears in
949 the advance payment of water rates due the United States. The Contractor shall not furnish water
950 made available pursuant to this Contract for lands or parties which are in arrears in the advance
951 payment of water rates levied or established by the Contractor.

952 (c) With respect to subdivision (b) of this Article, the Contractor shall have no
953 obligation to require advance payment for water rates which it levies.

954 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

955 23. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
956 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the
957 Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws,
958 as well as with their respective implementing regulations and guidelines imposed by the U.S.
959 Department of the Interior and/or Bureau of Reclamation.

960 (b) These statutes require that no person in the United States shall, on the
961 grounds of race, color, national origin, handicap, or age, be excluded from participation in, be
962 denied the benefits of, or be otherwise subjected to discrimination under any program or activity
963 receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the
964 Contractor agrees to immediately take any measures necessary to implement this obligation,
965 including permitting officials of the United States to inspect premises, programs, and documents.

966 (c) The Contractor makes this agreement in consideration of and for the purpose
967 of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal
968 financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation,
969 including installment payments after such date on account of arrangements for Federal financial
970 assistance which were approved before such date. The Contractor recognizes and agrees that such
971 Federal assistance will be extended in reliance on the representations and agreements made in this
972 Article, and that the United States reserves the right to seek judicial enforcement thereof.

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PRIVACY ACT COMPLIANCE

974 24. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a)
 975 (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et
 976 seq.) in maintaining Landholder acreage certification and reporting records, required to be
 977 submitted to the Contractor for compliance with Sections 206 and 228 of the Reclamation Reform
 978 Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR 426.18.

979 (b) With respect to the application and administration of the criminal penalty
 980 provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees responsible
 981 for maintaining the certification and reporting records referenced in (a) above are considered to be
 982 employees of the Department of the Interior. See 5 U.S.C. 552a(m).

983 (c) The Contracting Officer or a designated representative shall provide the
 984 Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of
 985 Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--Interior,
 986 Reclamation-31) which govern the maintenance, safeguarding, and disclosure of information
 987 contained in the Landholder's certification and reporting records.

988 (d) The Contracting Officer shall designate a full-time employee of the Bureau of
 989 Reclamation to be the System Manager who shall be responsible for making decisions on denials
 990 pursuant to 43 CFR 2.61 and 2.64 amendment requests pursuant to 43 CFR 2.72. The Contractor is
 991 authorized to grant requests by individuals for access to their own records.

992 (e) The Contractor shall forward promptly to the System Manager each proposed
 993 denial of access under 43 CFR 2.64; and each request for amendment of records filed under 43 CFR
 994 2.71; notify the requester accordingly of such referral; and provide the System Manager with
 995 information and records necessary to prepare an appropriate response to the requester. These
 996 requirements do not apply to individuals seeking access to their own certification and reporting
 997 forms filed with the Contractor pursuant to 43 CFR 426.18, unless the requester elects to cite the
 998 Privacy Act as a basis for the request.

999 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

1000 25. In addition to all other payments to be made by the Contractor pursuant to this
 1001 Contract, the Contractor shall pay to the United States, within 60 days after receipt of a bill and
 1002 detailed statement submitted by the Contracting Officer to the Contractor for such specific items of
 1003 direct cost incurred by the United States for work requested by the Contractor associated with this
 1004 Contract plus indirect costs in accordance with applicable Bureau of Reclamation policies and
 1005 procedures. All such amounts referred to in this Article shall not exceed the amount agreed to in
 1006 writing in advance by the Contractor. This Article shall not apply to costs for routine contract
 1007 administration.

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WATER CONSERVATION

26. (a) Prior to the delivery of water provided from or conveyed through Federally constructed or Federally financed facilities pursuant to this Contract, the Contractor shall be implementing an effective water conservation and efficiency program based on the Contractor's water conservation plan that has been determined by the Contracting Officer to meet the conservation and efficiency criteria for evaluating water conservation plans established under Federal law. The water conservation and efficiency program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. Continued Project Water delivery pursuant to this Contract shall be contingent upon the Contractor's continued implementation of such water conservation program. In the event the Contractor's water conservation plan or any revised water conservation plan completed pursuant to subdivision (d) of Article 26 of this Contract have not yet been determined by the Contracting Officer to meet such criteria, due to circumstances which the Contracting Officer determines are beyond the control of the Contractor, water deliveries shall be made under this Contract so long as the Contractor diligently works with the Contracting Officer to obtain such determination at the earliest practicable date, and thereafter the Contractor immediately begins implementing its water conservation and efficiency program in accordance with the time schedules therein.

(b) Should the amount of M&I Water delivered pursuant to subdivision (a) of Article 3 of this Contract equal or exceed 2,000 acre-feet per Year, the Contractor shall implement the Best Management Practices identified by the time frames issued by the California Urban Water Conservation Council for such M&I Water unless any such practice is determined by the Contracting Officer to be inappropriate for the Contractor.

(c) The Contractor shall submit to the Contracting Officer a report on the status of its implementation of the water conservation plan on the reporting dates specified in the then existing conservation and efficiency criteria established under Federal law.

1034 (d) At five-year intervals, the Contractor shall revise its water conservation plan
1035 to reflect the then-current conservation and efficiency criteria for evaluating water conservation
1036 plans established under Federal law and submit such revised water management plan to the
1037 Contracting Officer for review and evaluation. The Contracting Officer will then determine if the
1038 water conservation plan meets Reclamation's then-current conservation and efficiency criteria for
1039 evaluating water conservation plans established under Federal law.

1040 (e) If the Contractor is engaged in direct groundwater recharge, such activity
1041 shall be described in the Contractor's water conservation plan.

1042 EXISTING OR ACQUIRED WATER OR WATER RIGHTS

1043 27. Except as specifically provided in Article 17 of this Contract, the provisions of this
1044 Contract shall not be applicable to or affect non-Project water or water rights now owned or
1045 hereafter acquired by the Contractor or any user of such water within the Contractor's Service Area.
1046 Any such water shall not be considered Project Water under this Contract. In addition, this Contract
1047 shall not be construed as limiting or curtailing any rights which the Contractor or any water user
1048 within the Contractor's Service Area acquires or has available under any other contract pursuant to
1049 Federal Reclamation law.

1050 28. Omitted.

1051 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

1052 29. The expenditure or advance of any money or the performance of any obligation of
1053 the United States under this Contract shall be contingent upon appropriation or allotment of funds.
1054 Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations
1055 under this Contract. No liability shall accrue to the United States in case funds are not appropriated
1056 or allotted.

1057 BOOKS, RECORDS, AND REPORTS

1058 30. (a) The Contractor shall establish and maintain accounts and other books and
1059 records pertaining to administration of the terms and conditions of this Contract, including: the
1060 Contractor's financial transactions, water supply data, and Project land and right-of-way
1061 agreements; the water users' land-use (crop census), land ownership, land-leasing and water use
1062 data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished
1063 to the Contracting Officer in such form and on such date or dates as the Contracting Officer may

1064 require. Subject to applicable Federal laws and regulations, each party to this Contract shall
1065 have the right during office hours to examine and make copies of the other party's books and
1066 records relating to matters covered by this Contract.

1067 (b) Notwithstanding the provisions of subdivision (a) of this Article, no
1068 books, records, or other information shall be requested from the Contractor by the Contracting
1069 Officer unless such books, records, or information are reasonably related to the administration or
1070 performance of this Contract. Any such request shall allow the Contractor a reasonable period of
1071 time within which to provide the requested books, records, or information.

1072 (c) Omitted.

1073 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

1074 31. (a) The provisions of this Contract shall apply to and bind the successors and
1075 assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest
1076 therein shall be valid until approved in writing by the Contracting Officer.

1077 (b) The assignment of any right or interest in this Contract by either party
1078 shall not interfere with the rights or obligations of the other party to this Contract absent the
1079 written concurrence of said other party.

1080 (c) The Contracting Officer shall not unreasonably condition or withhold his approval
1081 of any proposed assignment.

1082 SEVERABILITY

1083 32. In the event that a person or entity who is neither (i) a party to a Project contract,
1084 nor (ii) a person or entity that receives Project Water from a party to a Project contract, nor (iii)
1085 an association or other form of organization whose primary function is to represent parties to
1086 Project contracts, brings an action in a court of competent jurisdiction challenging the legality or
1087 enforceability of a provision included in this Contract and said person, entity, association, or
1088 organization obtains a final court decision holding that such provision is legally invalid or
1089 unenforceable and the Contractor has not intervened in that lawsuit in support of the plaintiff(s),
1090 the parties to this Contract shall use their best efforts to (i) within 30 days of the date of such

1091 final court decision identify by mutual agreement the provisions in this Contract which must be
1092 revised, and (ii) within three months thereafter promptly agree on the appropriate revision(s).
1093 The time periods specified above may be extended by mutual agreement of the parties. Pending
1094 the completion of the actions designated above, to the extent it can do so without violating any
1095 applicable provisions of law, the United States shall continue to make the quantities of Project
1096 Water specified in this Contract available to the Contractor pursuant to the provisions of this
1097 Contract which were not found to be legally invalid or unenforceable in the final court decision.

1098 RESOLUTION OF DISPUTES

1099 33. Should any dispute arise concerning any provisions of this Contract, or the
1100 parties' rights and obligations thereunder, the parties shall meet and confer in an attempt to
1101 resolve the dispute. Prior to the Contractor commencing any legal action, or the Contracting
1102 Officer referring any matter to Department of Justice, the party shall provide to the other party
1103 30 days' written notice of the intent to take such action; Provided, That such notice shall not be
1104 required where a delay in commencing an action would prejudice the interests of the party that
1105 intends to file suit. During the 30-day notice period, the Contractor and the Contracting Officer
1106 shall meet and confer in an attempt to resolve the dispute. Except as specifically provided,
1107 nothing herein is intended to waive or abridge any right or remedy that the Contractor or the
1108 United States may have.

1109 OFFICIALS NOT TO BENEFIT

1110 34. No Member of or Delegate to Congress, Resident Commissioner, or official of the
1111 Contractor shall benefit from this Contract other than as a water user or landowner in the same
1112 manner as other water users or landowners.

1113 CHANGES IN CONTRACTOR'S SERVICE AREA

1114 35. (a) While this Contract is in effect, no change may be made in the
1115 Contractor's Service Area, by inclusion or exclusion of lands, dissolution, consolidation, merger,
1116 or otherwise, except upon the Contracting Officer's written consent.

1117 (b) Within 30 days of receipt of a request for such a change, the Contracting
1118 Officer will notify the Contractor of any additional information required by the Contracting

1119 Officer for processing said request, and both parties will meet to establish a mutually agreeable
1120 schedule for timely completion of the process. Such process will analyze whether the proposed
1121 change is likely to: (i) result in the use of Project Water contrary to the terms of this Contract;
1122 (ii) impair the ability of the Contractor to pay for Project Water furnished under this Contract or
1123 to pay for any Federally-constructed facilities for which the Contractor is responsible; and (iii)
1124 have an impact on any Project Water rights applications, permits, or licenses. In addition, the
1125 Contracting Officer shall comply with the NEPA and the ESA. The Contractor will be
1126 responsible for all costs incurred by the Contracting Officer in this process, and such costs will
1127 be paid in accordance with Article 25 of this Contract.

1128 FEDERAL LAWS

1129 36. By entering into this Contract, the Contractor does not waive its rights to contest
1130 the validity or application in connection with the performance of the terms and conditions of this
1131 Contract of any Federal law or regulation; Provided, That the Contractor agrees to comply with
1132 the terms and conditions of this Contract unless and until relief from application of such Federal
1133 law or regulation to the implementing provision of the Contract is granted by a court of
1134 competent jurisdiction.

1135 NOTICES

1136 37. Any notice, demand, or request authorized or required by this Contract shall be
1137 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
1138 delivered to the Area Manager, Bureau of Reclamation, Northern California Area Office,
1139 16349 Shasta Dam Boulevard, Shasta Lake, California 96019, and on behalf of the
1140 United States, when mailed, postage prepaid, or delivered to the Board of Directors of the Bella
1141 Vista Water District, 11368 East Stillwater Way, Redding, California 96003. The designation of
1142 the addressee or the address may be changed by notice given in the same manner as provided in
1143 this Article for other notices.

1144 CONFIRMATION OF CONTRACT

1145 38. The Contractor, after the execution of this Contract, shall promptly seek to secure
1146 a decree of a court of competent jurisdiction of the State of California, confirming the execution
1147 of this Contract. The Contractor shall furnish the United States a certified copy of the final
1148 decree, the validation proceedings, and all pertinent supporting records of the court approving

1149 and confirming this Contract, and decreeing and adjudging it to be lawful, valid, and binding on
1150 the Contractor.

1151 AMENDATORY CONTRACT

1152 39. The parties hereto acknowledge and agree that Part A (i.e., Articles 2 through 10)
1153 of Contract No. 14-06-200-851A is replaced by this Contract. The respective duties, covenants,
1154 and obligations of the parties in Contract No. 14-06-200-851A which are not replaced by this
1155 Contract shall continue in full force and effect pending prompt completion of good faith
1156 negotiations between the parties to agree upon an amendatory contract.

1157 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
1158 the day and year first above written.

1159 THE UNITED STATES OF AMERICA

1160 By: _____
1161 Regional Director, Mid-Pacific Region
1162 Bureau of Reclamation

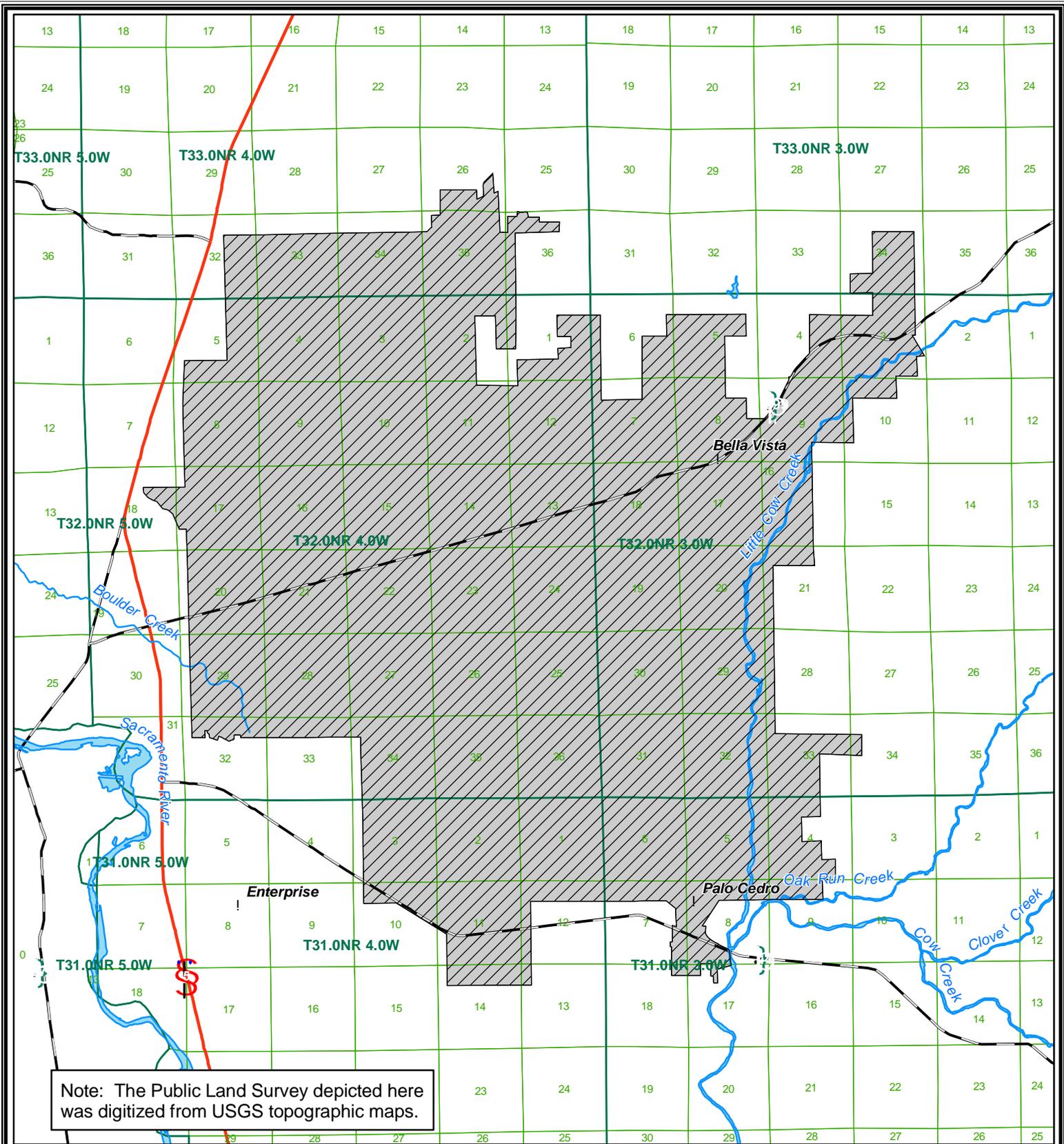
1163 (SEAL)

1164 BELLA VISTA WATER DISTRICT

1165 By: _____
1166 President of the Board of Directors

1167 Attest:

1168 By: _____
1169 Secretary of the Board of Directors



Bella Vista Water District

Contract No. 14-06-200-851A-LTR1
Exhibit A



-  Contractor's Service Area
-  District Boundary



EXHIBIT B

BELLA VISTA WATER DISTRICT
2005 Water Rates and Charges per Acre-Foot

	<u>Cost of Service</u>		Calculated Payment Capacity 1/ <u>Irrigation</u>
	<u>Irrigation</u>	<u>M&I</u>	
<u>COST OF SERVICE RATES:</u>			
Capital Rates	\$10.21	\$15.27	\$0.00
O&M Rates:			
Water Marketing	\$6.61	\$3.89	\$6.61
Storage	\$5.93	\$6.67	\$5.93
Direct Pumping	\$6.67	\$6.67	\$6.67
Deficit Rates:			
Interest Bearing	\$0.00	\$13.84	\$0.00
CFO/PFR Adjustment Rate 2/	<u>\$1.61</u>	<u>\$1.78</u>	<u>\$1.61</u>
TOTAL	<u>\$31.03</u>	<u>\$48.12</u>	<u>\$20.82</u>

IRRIGATION FULL-COST RATES:

Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981. \$56.46 \$56.46

Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981. \$72.46 \$72.46

M&I FULL COST RATE: \$57.02

TIERED PRICING COMPONENTS:

Tiered Pricing Component >80% <=90% of Contract
 Total [(Full Cost Rate – COS Rate) / 2] \$7.93 \$4.45 \$13.03

Tiered Pricing Component >90% of Contract
 Total [Full Cost Rate – COS Rate] \$15.85 \$8.90 \$26.06

CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 3/

Restoration Payments (3407(d)(2)(A)) \$7.93 \$15.87 \$0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Clear Creek CSD and Bella Vista WD as announced by letter dated October 2, 1996.

2/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

3/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Recent Historic Use, as defined in the CVP M&I Water Shortage Policy, is _____ acre-feet.

EXHIBIT C

GUIDELINES FOR DETERMINING IF PROJECT WATER
IS PUT TO USE AS IRRIGATION WATER

A. Objective:

1. Achieve the proper use of Project Water irrespective of landholding size.
2. Obtain reimbursement to the Reclamation Fund for Project Water at the appropriate Rates.

B. Focus:

1. Usually, the Rates for Irrigation Water are significantly less than the Rates for M&I Water. Contractors that have both irrigation and M&I as purposes of use in their contracts have to determine the appropriate Rates to charge their customers for Project Water. That determination becomes more difficult for smaller landholdings because activities on a rural residence may appear to be similar to activities on a farm or ranch.
2. To qualify as Irrigation Water, Project Water must be used primarily in the production of crops or livestock for sale or barter beyond the quantity needed for personal use.

C. Criteria to consider:

1. Existence of a business or development plan; and
2. Crop or livestock sales or barter; and/or
3. Improvements to land, including but not limited to buildings (barns, storage facilities, workshop, livestock shed), irrigation system, leveling, corrals, fencing, fruit or nut trees, vines, etc.); and
4. Related enterprises involving the landholder. For example, Project Water diverted to irrigate pasture for horses used in a cattle operation would be at the Rates for Irrigation Water in contrast to Project Water diverted to irrigate pasture for horses used only for personal enjoyment which would be at the Rates for M&I Water.

D. Decision:

1. The Contractor shall be responsible for ascertaining whether Project Water delivered by it is put to use as Irrigation Water or M&I Water. In the past, Reclamation's focus has been on landholdings operated in units of less than two acres. More recently, that focus has been on landholdings operated in units of less than five acres.
2. The guidelines recognize that the Contractor surveyed all landholdings between two and five acres during the term of its first interim renewal contract to determine if those landholders were paying the appropriate Rates for Project Water. If the purpose of use has not changed since that survey was completed, those landholders will not be required to submit a new application to the Contractor to receive Project Water at the Rates for Irrigation Water. If the landholder but not the purpose of use has changed after the survey was completed but prior to execution of this Contract, those landholders will not be required to submit a new application requesting Project Water at the Rates for Irrigation Water. The Contractor will require a new application requesting Project Water at the Rates for Irrigation Water when there is a change in ownership of any of those landholdings after the date of execution of this Contract.

E. Review:

A decision made by the Contractor may be reviewed by Reclamation. If Reclamation does not agree with the Contractor's decision, Reclamation shall provide notification, in writing, to the Contractor explaining specifically why Reclamation believes the decision made by the Contractor to deliver Irrigation Water to the landholding was not done so in accordance with these guidelines. Within 30 days of receipt of such notification, Reclamation and the Contractor shall meet and confer to determine what corrective actions should be taken to resolve the disagreement in accordance with these guidelines. If Reclamation and the Contractor cannot resolve the disagreement within 90 days of that notification, Reclamation shall, thereafter, provide its final determination, in writing to the Contractor. The Contractor retains the right to appeal up to and including the Commissioner of Reclamation any final decision they are in disagreement with.

F. Documentation:

These guidelines presume a landholding is only eligible to receive Project Water at the Rates for M&I Water unless documentation is provided to the Contractor to show it qualifies for Irrigation Water or an application by a landholder requesting new service for Irrigation Water is approved by the Contractor. The Contractor shall retain such documentation for a period of six years after the initial determination is made that Project Water is being used for irrigation purposes or after a landholder no longer is using Project Water for irrigation purposes, whichever is longer.

WATER TRANSFER AGREEMENT

08-01

This Water Transfer Agreement ("Agreement") is made and entered into between the Bella Vista Water District ("BVWD") and Anderson-Cottonwood Irrigation District ("ACID").

RECITALS

1.0 ACID is an irrigation district duly authorized and existing under the laws of the State of California.

2.0 BVWD is a water district duly authorized and existing under the laws of the State of California.

3.0 BVWD seeks water to be used for its agricultural and general municipal and industrial purposes within its service boundary.

4.0 ACID has 1,536 acre feet of CVP ("Project") water under Contract Number 14-06-2000-3346A-R-1 between ACID and the United States Bureau of Reclamation ("Bureau") available for transfer to BVWD.

IN WITNESS of the foregoing Recitals and in accordance with the terms and conditions set forth below, the parties agree as follows:

5.0 Term. This Agreement shall be effective on the date last signed by the parties below and shall terminate on February 28, 2045, or upon any earlier invalidation of Contract No. 14-06-2000-3346A-R-1. Although the actual transfer of water under this Agreement is subject to approval by the Bureau, the terms of this Agreement, including payment obligations provided in Sections 8, 9, and 13, shall take effect immediately.

5.1. Pending Bureau Approval. During the period of time from the effective date of this Agreement until Bureau approval of the transfer, if water for which BVWD has paid is re-transferred by ACID, BVWD shall receive a credit against its future obligations equal to the amount paid by the re-transferee to ACID per acre foot for the re-transferred water, up to the amount actually paid by BVWD for Bureau charges and the ACID administrative fee per acre foot of the re-transferred water. This credit shall not exceed the amount of BVWD's obligation to ACID for such water. ACID is under no obligation to re-transfer water subject to this Agreement.

6.0 Water to Be Transferred. ACID shall make available for transfer to BVWD a maximum of 1,536 acre feet per year of Project water, subject to the terms of Contract No. 14-06-2000-3346A-R-1, for BVWD's agricultural and general municipal and industrial purposes within its service boundary.

6.1. Re-transfer by ACID. For the term of this Agreement, ACID may re-transfer any portion of the transferable water that is not included in BVWD's written notice of intent to take as provided in Section 7.0, or that is not paid for as provided in Sections 8, 9, and 13, with the re-transfer proceeds going to ACID. No portion of the amount received from any re-transferee shall be paid or credited to BVWD.

7.0 Notice of Water Availability; Notice of Intent to Take. Promptly upon notification of Project water availability by the Bureau, ACID shall provide written notice to BVWD of the quantity of water available for transfer and the cost per acre foot. BVWD shall, within thirty (30) days of notice of water availability by ACID, inform ACID in writing of its intent to take delivery of Project water and of the quantity to be taken. All water delivered to BVWD is solely for use within its service boundary. BVWD shall not transfer or deliver Project water outside of its service boundary.

8.0 Payment of Bureau Charges. The rate for water made available for transfer shall be as set forth in the Final Policy on Water Rates for Water Transfers from One Central Valley Project ("CVP") to Another CVP Contractor, dated April 28, 2005, as from time to time amended or replaced. BVWD shall pay all annual Bureau charges associated with the water available for transfer, which may include but may not be limited to: Cost of Service; Pumping and Conveyance; Restoration; and Trinity Public Utility District surcharge.

8.1 Payment shall be for 1,536 acre feet of water, or the amount available subject to Section 12, whether actually taken or not, and whether re-transferred by ACID or not;

8.2 Payment of Bureau charges is required even if water cannot be delivered by reason of conditions imposed by the Bureau and accepted by BVWD under Section 10.

8.3 ACID's Cost of Service for Project water is adjusted annually by the Bureau. BVWD will pay to ACID the rate established by the Bureau for Cost of Service, except for any portion of the Cost of Service that results from unpaid Operation and Maintenance Charges, known as "O&M Deficit."

9.0 Payment of ACID Administrative Fee. BVWD shall pay annually an ACID administrative fee:

9.1 Payment shall be for 1,536 acre feet, or the amount subject to Section 12, whether actually taken or not, and whether re-transferred by ACID or not;

9.2 Payment of the ACID administrative fee is required even if water cannot be delivered by reason of conditions imposed by the Bureau and accepted by BVWD under Section 10.

For 2009, the administrative fee shall be \$50.00 per acre foot. For the years 2010 through 2045, the administrative fee shall be increased 3% per year.

10.0 Bureau Approval. BVWD recognizes that the transfer contemplated in this Agreement is subject to written approval by the Bureau. BVWD further recognizes that the transfer may be subject to environmental review by the Bureau, and agrees to pay any costs of environmental review assessed to ACID. If the Bureau denies approval of the transfer, this Agreement shall terminate. In the event that the Bureau imposes conditions on the transfer, BVWD shall have 30 days after receipt of notice of such conditions from ACID to consider whether the conditions are acceptable to BVWD. If BVWD, in BVWD's sole discretion, finds the conditions unacceptable, BVWD may terminate this Agreement without incurring any further obligation to ACID. If BVWD does not exercise its option to terminate within thirty (30) days of notice of conditions of approval, this Agreement shall remain in effect.

11.0 Conditions, Measurement & Delivery Point. The 1,536 acre feet of Project water will be diverted by BVWD at its present diversion point located at Wintu Pumping Plant. Additional point or points of delivery of Project water for use within BVWD's service boundary, either on CVP Project facilities or other locations, may be mutually agreed upon in writing by ACID and BVWD. ACID will not unreasonably withhold its consent. The point or points of diversion shall also be the point or points of measurement of Project water taken.

12.0 Critical Year Reductions. The Project water contemplated by this Agreement is subject to critical year reductions by the Bureau. In the event the Bureau reduces Project water available to ACID pursuant to its critical year reduction procedures, the total Project water available to BVWD will be subject to critical year reduction in the same proportion as other Project water is reduced to ACID.

13.0 Payment. Concurrent with the giving of notice of water availability (Section 7) or thereafter, ACID shall invoice BVWD for amounts to be paid as and for Bureau charges and Administrative fees. BVWD shall pay the invoiced amounts within thirty (30) days.

14.0 Water Quality. BVWD acknowledges that ACID is not responsible for the quality of Project water transferred and ACID does not warrant its quality.

15.0 Water Rights Not Transferred. Nothing in this Agreement is intended to nor shall confer any appropriative, public trust or other right to water on any person or entity. The only rights granted to the parties as a result of this Agreement are those expressly set forth herein.

16.0 General Indemnity. Each party agrees to protect, defend, indemnify and hold harmless the other party, its officers, directors, agents, servants, employees and consultants from and against any and all losses, claims, liens, demands and causes of action of every kind or character without limitation occurring on or in any way incidental to or arising directly or indirectly out of the performance or non-performance of the indemnifying party.

17.0 Governing Law. This Agreement will be interpreted and enforced pursuant to the laws of the State of California.

18.0 Modifications. This Agreement may be modified only by a written instrument executed by both parties.

19.0 Entire Agreement. This Agreement contains the entire understanding between the parties relating to their interests, obligations and rights connected with the subject matters set forth herein. All prior communications, negotiations, stipulations or understandings, whether oral or in writing, are superseded by this Agreement.

20.0 Assigns and Successors. This Agreement shall be binding upon, and inure to the benefit of, the assigns and successors in interest of the parties herein; provided, however, BVWD shall not assign its right to take water.

21.0 Waiver. The waiver or failure to declare a breach as a result of a violation of any terms of this Agreement shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel, forgiveness or waiver by any party of that term or condition.

22.0 Attorney's Fees. If it is necessary for any party hereto to commence legal action or arbitration to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expenses and costs incurred therein.

23.0 Notices. Any and all communications or notices in connection with this Agreement, including invoices and payments, will be hand-delivered or sent by United States First Class Mail postage prepaid as follows:

TO BELLA VISTA WATER DISTRICT:

General Manager
11368 East Stillwater Way
Redding, CA 96003

TO ANDERSON-COTTONWOOD IRRIGATION DISTRICT:

General Manager
2810 Silver Street
Anderson, CA 96007

Notices provided by mail shall be deemed received five (5) days after deposit in the mail.

IN WITNESS WHEREOF, the parties have executed this Amended Water Transfer Agreement as of the day and year stated below:

IN DUPLICATE

Dated: _____ . BELLA VISTA WATER DISTRICT

By: _____

Its: _____

Dated: 11-21-2008 . ANDERSON-COTTONWOOD IRRIGATION DISTRICT

By: Brenda L. Haynes

Its: President

provide the basis for a claim of estoppel, forgiveness or waiver by any party of that term or condition.

22.0 Attorney's Fees. If it is necessary for any party hereto to commence legal action or arbitration to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expenses and costs incurred therein.

23.0 Notices. Any and all communications or notices in connection with this Agreement, including invoices and payments, will be hand-delivered or sent by United States First Class Mail postage prepaid as follows:

TO BELLA VISTA WATER DISTRICT:

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11368 East Stillwater Way
Redding, CA 96003

TO ANDERSON-COTTONWOOD IRRIGATION DISTRICT:

General Manager
2810 Silver Street
Anderson, CA 96007

Notices provided by mail shall be deemed received five (5) days after deposit in the mail.

IN WITNESS WHEREOF, the parties have executed this Amended Water Transfer Agreement as of the day and year stated below:

IN DUPLICATE

Dated: 11-24-08. BELLA VISTA WATER DISTRICT
By: 
Its: PRESIDENT

Dated: _____ . ANDERSON-COTTONWOOD IRRIGATION DISTRICT
By: _____
Its: _____

**APPENDIX F – COORDINATED AB 3030 GROUNDWATER
MANAGEMENT PLAN**

**Coordinated AB 3030
Groundwater Management Plan
for the
Redding Groundwater Basin**

**Prepared for the
Redding Area Water Council**

**Prepared by
Shasta County Water Agency**

November 1998

Updated May 2007

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Chapter 1 - Introduction

Background and Authority of AB 3030

Section 1.01. On January 1, 1993, California Assembly Bill 3030, the Groundwater Management Act, was codified into California law. California Water Code Sections 10750 et seq., allow local water agencies to adopt local groundwater management plans. Local public and private entities are encouraged by Water Code Section 10755.2 to adopt and implement a coordinated AB 3030 Plan, such as this plan for the Redding Groundwater Basin.

Section 1.01.A. On September 16, 2002, the California Legislature passed Senate Bill 1938. This act amended Water Code Sections 10753.4 and 10795.4; amended and renumbered Sections 10753.7, 10753.8, and 10753.9; and added Sections 10753.1 and 10753.7.

Section 1.02. Development of an AB 3030 Plan under Water Code Sections 10750, et seq., allows local entities to efficiently manage groundwater supplies, assure long-term water supplies, and distribute costs, benefits, and water sharing in a locally determined equitable manner.

Section 1.03. The Department of Water Resources ("DWR") defines a "Groundwater Management Plan" as "planned use of the groundwater basin yield, storage space, transmission capability, and water in storage."

Section 1.04. Water Code Section 10750 et seq., defines "Groundwater Management Program" as "a coordinated and ongoing activity undertaken for the benefit of a groundwater basin pursuant to a Groundwater Management Plan as specified in AB 3030."

Section 1.05. The Redding Area Water Council ("Water Council") is an association of numerous public and private entities within the Redding Groundwater Basin area who have determined by Memorandum of Understanding (MOU) dated August 1998 to jointly prepare, adopt, and implement an AB3030 Plan for the Redding Basin.

The Shasta County Water Agency (SCWA), an authorized groundwater management agency as defined in Water Code Section 10753, was authorized by the Water Council MOU to serve as the lead agency in preparing, adopting, and implementing this AB 3030 Groundwater Management Plan. The MOU also designated the Water Council to serve in a policy making oversight capacity for this planning effort. Accordingly, this plan has been undertaken by agreement of the public and private entities comprising the Water Council, as permitted by Water Code Sections 10750.7, 10753 and 10755.2. (See Table 1 for a list of Water Council members.)

Section 1.06. By executing the MOU, each of the participating entities has found and declared that management of the groundwater within their combined jurisdictions, by joint preparation, adoption and implementation of this AB3030 Plan, is in the public interest and will be of common benefit to water users within the Plan Area described in Chapter 2 of this Plan.

Section 1.07. The Water Council has determined that the adoption of this plan will provide immediate and long-term benefits for all beneficial uses of water.

Management Objectives

Section 1.08. The purposes of this Groundwater Management Plan can be summarized as follows:

- A. To avoid or minimize conditions that would adversely affect groundwater availability and quality within the Plan area.
- B. To develop a groundwater management program that addresses data collection and which protects and enables reasonable use of the groundwater resources of the Redding Basin.

Section 1.09. The Plan will not intrude upon, diminish, or negate in any manner, the existing authority of each affected agency, except as may be expressly provided. This Plan is intended to supplement and strengthen individual agency authority, while building on coordination efforts through the public/private entity partnership established by the above-referenced MOU. Elements of the Groundwater Management Plan will be achieved by Basin-wide consensus, wherever possible.

Coordinated Implementation

Section 1.10. The Water Council shall implement this AB 3030 Plan, with SCWA serving as the lead agency, consistent with the MOU establishing the Water Council. Accordingly, SCWA, working with and at the direction of the Water Council Policy Advisory Committee, will coordinate with all affected water purveyors and other interested parties to implement this Plan within the defined Plan Area.

Section 1.11. Upon its adoption by majority vote of the Water Council, and upon meeting all regulatory prerequisites, this Plan will be effective within the entire jurisdictional boundary of each participating public entity except where the jurisdictional boundaries are outside of Shasta County or the Redding Groundwater Basin (as shown schematically in Figure 1).

TABLE 1
Redding Area Water Council

Member Agencies

City of Anderson
City of Redding
City of Shasta Lake
Shasta County Water Agency
Anderson-Cottonwood Irrigation District
Bella Vista Water District
Clear Creek Community Services District
Centerville Community Services District
Cottonwood Water District
Shasta Community Services District
Mountain Gate Community Services District
McConnell Foundation – Advisory Only

Chapter 2 - Plan Area

Location

Section 2.01. The AB 3030 Plan Area Encompasses the cities of Shasta Lake, Redding, and Anderson, and the lands served by the numerous other water districts, agencies and purveyors in Shasta County and northern Tehama County comprising the Water Council. The Plan Area is the Redding Groundwater Water Basin (shown on Figure 1), including the service areas of the public water purveyors (shown on Figure 2).

Physiography and Geology

Section 2.02. The Redding Basin is bounded on the east by the dissected alluvial terraces, which form the foothills of the Cascade Range. The low hills and dissected uplands of the Coast Range stretch for the length of the western Shasta and Tehama County borders. The interior of the Redding Basin is characterized by stream channels, floodplain, and natural levees of the Sacramento River and its tributaries. Alluvial fans are also present near the confluence of tributaries with the Sacramento River.

Section 2.03. The Redding Groundwater Basin consists of a sediment-filled, southward-plunging, symmetrical trough (Department, 2001). Simultaneous deposition of material from the Coast Range and the Cascade Range resulted in two different formations, which are the principal freshwater-bearing formations in the basin. The Tuscan Formation, in the east, is derived from Cascade Range volcanic sediments, and the Tehama Formation, in the western and northwest portion of the basin, is derived from Coast Range sediments. These formations are up to 2,000 feet thick near the confluence of the Sacramento River and Cottonwood Creek; the Tuscan Formation is generally more permeable and productive than the Tehama Formation (Department, 2001). Groundwater recharge occurs in the higher elevations through stream seepage and direct infiltration of precipitation. Rivers and streams transition to gaining streams at lower elevations and receive direct groundwater discharge. Areas of riparian vegetation occur along surface water features throughout the basin.

Section 2.04. The oldest rock unit exposed in the area is the Upper Cretaceous Chico Formation. This unit consists of sandstone, conglomerates, and shale, which are of marine origin. In most areas of the Redding Basin, the Chico Formation contains salt water under artesian pressure. The Chico Formation is overlain by the Tuscan Formation in the eastern portion of the basin and by the Tehama Formation in the eastern portion.

Section 2.05. The Tuscan Formation is Pliocene in age, and consists of tuff breccia, tuffaceous sandstone and conglomerate, and tuffaceous silt and clay (Anderson, 1933). The mudflow deposits are generally of low permeability, but in many areas of the Redding Basin, the mudflows were eroded, sorted, and redeposited shortly after eruption. These reworked deposits are composed of thick, highly permeable sand and gravel strata. These units of the Tuscan Formation are the most prolific aquifers of the Redding Basin.

Section 2.06. The valley fill sediments that were eroded from the finer-grained rocks of the Coast Range that bound the Redding Basin to the west comprise the Pliocene Tehama Formation. The Tehama Formation is comprised of silt, sand, gravel, and clays of fluvial origin, and have been observed to be locally cemented (Russel, 1931). The Tehama Formation is another principal water-bearing formation in the Redding Basin, and contains groundwater under both confined and unconfined conditions. While parts of the Tehama Formation appear to be younger in age than the Tuscan Formation, the two formations interfinger in the central portion of the basin, indicating that these portions of the two formations are equivalent in age.

(See Figure 3 for an illustrative depiction of a typical geologic cross-section view looking from west to east across the Redding Basin.)

Section 2.07. The Red Bluff Formation unconformably overlies most of the interbedded Tehama and Tuscan Formations. It is composed primarily of coarse gravels and boulders in a reddish sand, silt, and clay matrix, and outcrops to the west of the Sacramento River (Pierce, 1983). These materials may have been originally deposited by debris-laden, turbid streams draining glacial areas. (Bulletin 118-6, DWR, 1978) The Red Bluff Formation is poorly to moderately permeable, and, in general, areas of outcrop are above the zone of saturation.

Section 2.08. Alluvial deposits of varying age underlie the floodplain along the Sacramento River and its tributaries. These flood-deposited materials generally appear as thin layers of gravel, sand, silt, and clay that occur in thicker beds along the channel of the Sacramento River. The deposit is unconsolidated and the permeability is generally moderate but locally, where gravels predominate, may be very high (Pierce, 1983).

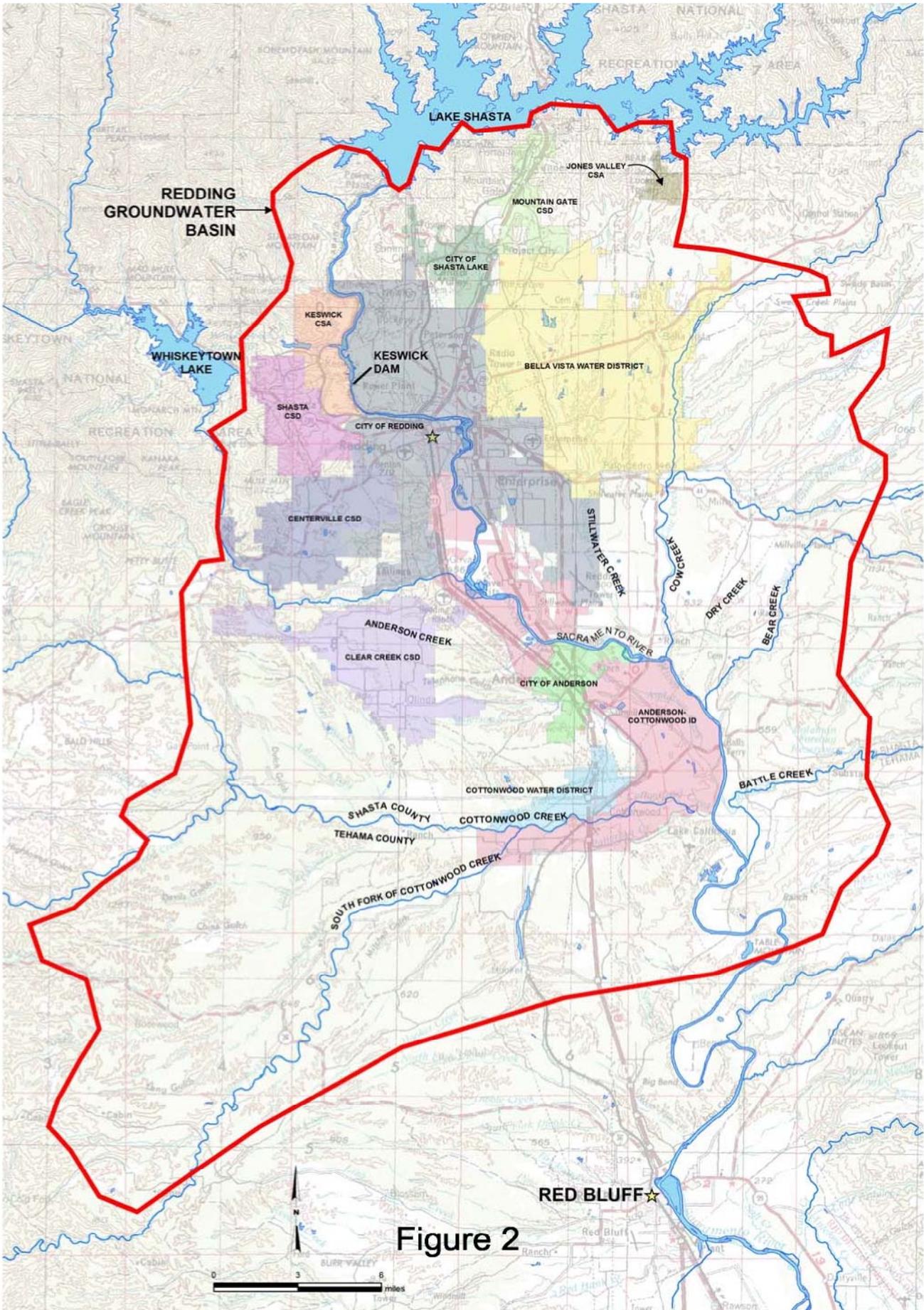


Figure 2

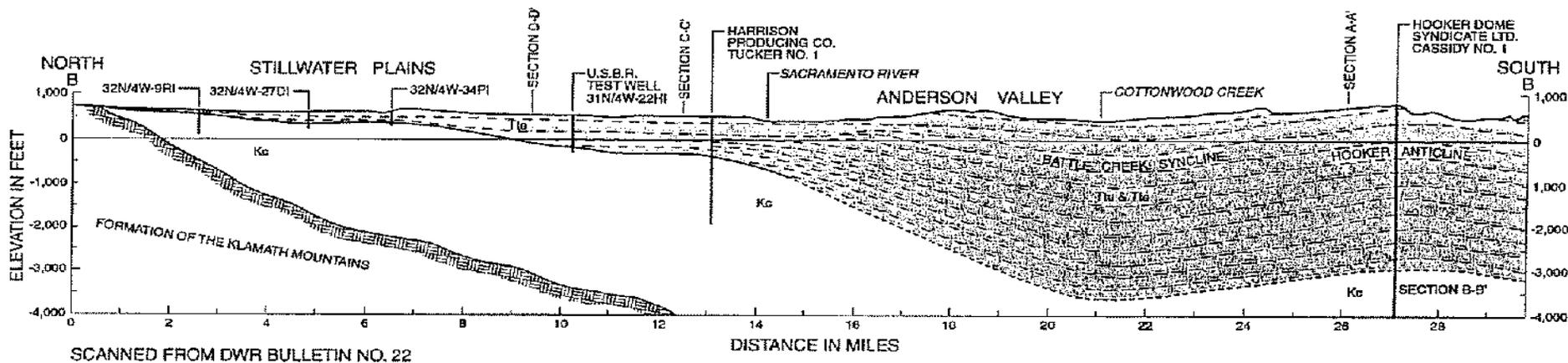


FIGURE 3
GENERALIZED CROSS SECTION
ACROSS THE SACRAMENTO VALLEY
 REDDING GROUNDWATER BASIN, SHASTA COUNTY

Climate

Section 2.09. Shasta County exhibits a wide range of precipitation and temperature due to the relatively large elevation difference between the valley floor and the highlands in the extreme eastern and western portions of the County adjacent to the Redding Basin. Precipitation and temperature data from Redding, representing typical valley floor climate parameters in the Redding Basin, demonstrate that the valley lands encompassing the Redding Basin experience hot dry summers and mild winters.

Section 2.10. Typical temperatures in the Redding area are summarized in Table 2. Mean annual precipitation in Shasta County (from the Shasta County Hydrology Manual) is shown on Figure 4.

Section 2.11. The major portion of annual precipitation generally occurs from November through April; very little rainfall typically occurs between May and October. Average annual rainfall in the Redding Basin varies from approximately 25 to 50 inches.

Section 2.12. The population within the Redding Basin is growing at a much higher rate than in the surrounding areas, in part because of the availability of public services, including public water supplies. The development of public water systems has resulted in a variety of high intensity land uses, including urban, residential, agriculture, riparian and native vegetation, and recreation. The three incorporated cities in the Redding Basin—Redding, Shasta Lake, and Anderson—currently account for about sixty-six percent (66%) of the total population within the Redding Basin. (See Shasta County Water Resources Master Plan—Phase 1 Report, SCWA (1997), Appendix C). Long-term population growth rates in the Redding Basin have been relatively uniform since World War II

TABLE 2**Historic Climatic Data for Redding, California**

Month	¹ Normal Mean Temperature (EF)	² Highest Temperature of Record (EF)	² Lowest Temperature of Record (EF)	² Average Sunshine
Jan	45.5	77	19	73%
Feb	50.7	83	21	83%
Mar	52.2	85	28	84%
Apr	58	94	33	90%
May	66.4	104	36	91%
Jun	76.1	111	42	94%
Jul	81.5	118	54	97%
Aug	79.5	115	51	97%
Sep	74.1	116	40	94%
Oct	63.5	105	33	92%
Nov	51.8	88	23	84%
Dec	45	74	17	73%
Annual Average	62	118	17	88%

¹Period of record: 1961 through 1990

²Data through 1995

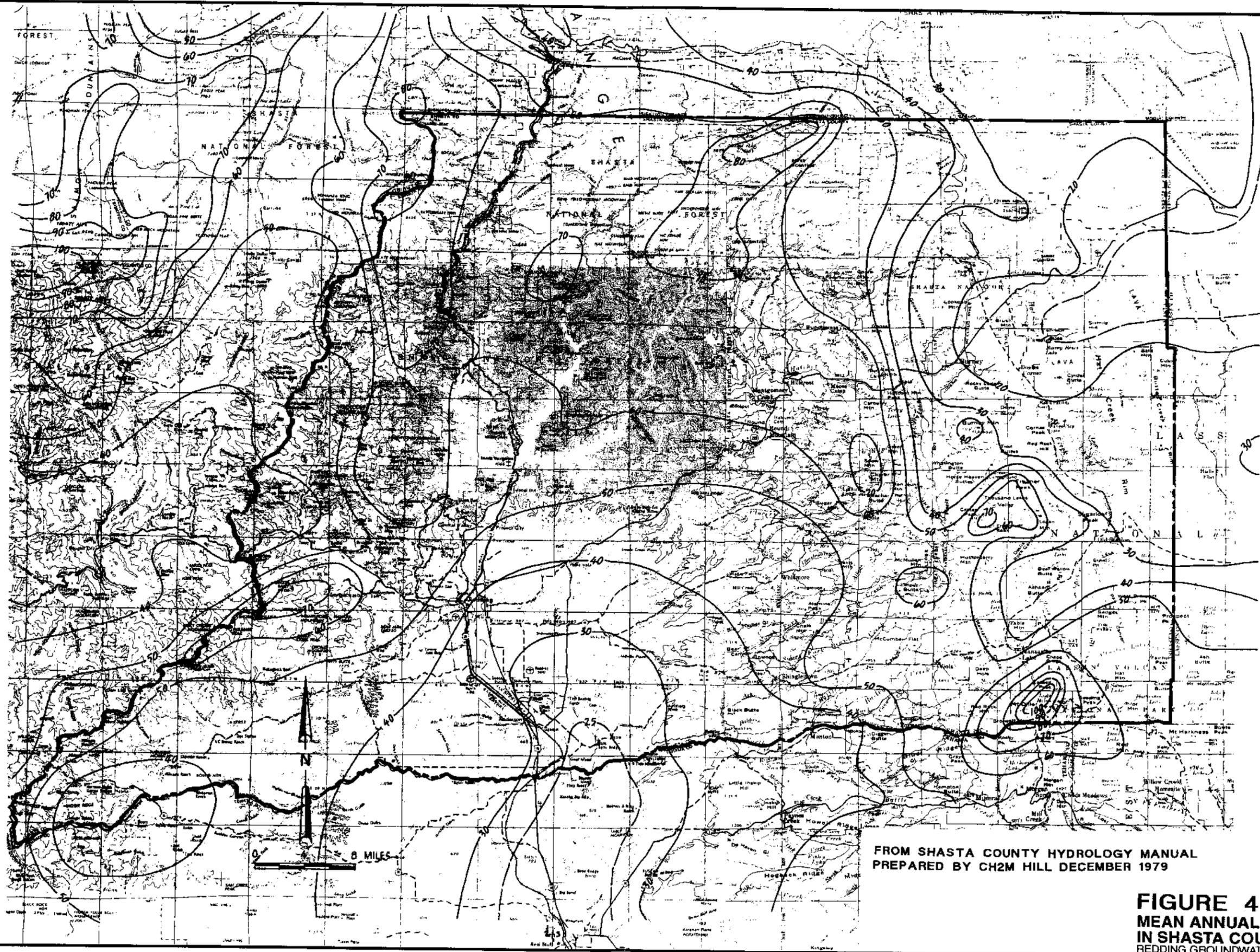


FIGURE 4
MEAN ANNUAL PRECIPITATION
IN SHASTA COUNTY
 REDDING GROUNDWATER BASIN, SHASTA COUNTY

Economy

Section 2.13. The economy of Shasta County and the Redding Basin is directly tied to water supply. Lack of reliability in the water supplies has resulted in severe impacts within the service areas of purveyors who rely on federal water contracts for all or a major portion of their water supplies. Since 1991, there have been cutbacks of as much as 75 percent of agricultural allocations and 25 percent of municipal and industrial allocations. These cutbacks have resulted in substantial uncertainty and related constraints on the short-term and long-term planning needed for the orderly development of the Redding Basin.

Local Interest

Section 2.14. In late 1996, the SCWA, acting as a lead agency in this coordinated planning process, hired CH2M HILL, a water resources consulting firm, and retained legal counsel specializing in water, environmental, and regulatory law to assist with development and implementation of the Groundwater Management Plan. Working together, the Water Council members prepared the “Shasta County Water Resources Master Plan Phase 1 Report” (October 1997), which addresses current and future water needs in Shasta County and the Redding Basin. The Water Council members, by terms of the June 1998 MOU, have agreed to continue with this joint planning effort, including the preparation of an integrated surface and groundwater management plan for the Redding Groundwater Basin.

List of Participants

Section 2.15. The Water Council includes the major public and private water users in the Redding Basin. Water use for 1995 by type of use and purveyor or major user in the Redding Basin is shown in Table 3.

Section 2.16. In addition to the above referenced public and private stakeholders, key interest groups will be encouraged to participate in Plan implementation, including public education.

Section 2.17. The success of this Groundwater Management Plan, as prepared pursuant to Water Code Section 10750 et seq., will largely be dependent on the extent of coordination between all affected public entities and other interested parties. As required under Water Code Section 10750 et seq., a notice of public hearing will be published to consider whether to implement a Groundwater Management Plan.

Legal, Financial and Political Considerations

Section 2.18. In Shasta County, as in other parts of California, water resources management is governed by a complex system of local, state, and federal laws. Water use, development, and allocation are controlled by legal contracts and agreements, common law principles, statutes, constitutional provisions, and court decisions. These legal considerations, in combination with the jurisdictional powers of the various local governing agencies and the private property rights of groundwater users, form the framework that governs water resources management in Shasta County and the Redding Basin. A more thorough overview of the institutional framework for water resource management in California is provided in Chapter 2 of *The California Water Plan Update* (DWR Bulletin 160-98).

TABLE 3
 1998 Annual Water Needs Summary
 Redding Basin
 (acre-feet x 1,000, except as noted)

	Major Public Purveyors						Small Purveyors	Private Users		Totals
	ACID Gravity	BVWD Pressure	Clear Creek CSD Pressure	Anderson City Pressure	Redding City Pressure	Shasta Lake City Pressure	Others ^a Pressure	HWUI ^b Pressure	Irrigators, 50% Gravity, 50% Pressure	
Water-Using Lands										
<i>Irrigated Agriculture</i>										
Permanent Crops	5.40	0.24	3.10	0.00	0.14	0.00	0.00	0.00	0.04	8.92
Grain and Field Crops	1.04	0.63	0.09	0.00	0.45	0.00	0.00	0.21	1.31	3.73
Pasture	45.93	10.35	3.57	0.00	0.00	0.04	0.10	1.38	13.82	75.19
Truck	0.14	0.02	0.04	0.00	0.04	0.00	0.00	0.00	0.30	0.54
Rice	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rural Urban (1 to 5 acres)	8.48	4.18	0.00	0.00	0.00	0.00	0.08	0.00	0.00	12.74
Total	60.99	15.42	6.80	0.00	0.63	0.04	0.18	1.59	15.47	101.12
<i>Urban</i>										
Urban	0.00	2.07	0.56	1.34	15.66	2.06	0.93	0.00	2.44	25.06
Rural Urban Domestic (1 to 5 acres)	0.00	0.98	0.95	0.09	1.51	0.02	1.44	0.00	1.63	6.62
Total	0.00	3.05	1.51	1.43	17.17	2.08	2.37	0.00	4.07	31.68
<i>Commercial and Industrial</i>										
Commercial	0.00	0.25	0.07	0.16	1.16	0.02	0.04	0.00	0.11	1.81
Industrial	0.00	1.70	0.14	0.07	0.60	0.00	0.12	14.67	0.71	18.01
Total	0.00	1.95	0.21	0.23	1.76	0.02	0.16	14.67	0.82	19.82
<i>Recreational and Environmental</i>										
Water Bodies	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.00
Parks and Golf Courses	0.00	0.68	0.00	0.16	0.87	0.08	0.02	0.00	0.24	2.05
Riparian Vegetation	4.67	0.30	0.03	0.00	3.53	0.00	0.00	0.00	3.14	11.67
Total	4.67	0.98	0.03	0.16	4.40	0.08	0.02	0.00	3.38	13.72
<i>Diversions to Other Counties</i>										
Total	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00
Total Water Delivery Demands, acre-feet per year	95.66	21.40	8.55	1.82	23.96	2.22	2.73	16.26	23.74	196.34
Conveyance Losses (acre-feet per year)	79.34	1.06	0.43	0.09	1.02	0.11	0.14	0.81	1.16	84.16
Current Diversion Requirements (acre-feet per year) ^c	175.00	22.46	8.98	1.91	24.98	2.33	2.87	17.07	24.90	280.50

a Centerville CSD, Shasta County CSD, Keswick CSA, Mountain Gate CSD, Cottonwood Water District and Jones Valley CSA.

b Heavy Water Usage Industrial (Simpson Paper Company, Sierra Pacific Industries, and Wheelabrator).

c Includes 20,000 acre-feet per year delivered to Tehama County and 10,000 acre-feet delivered to downstream users.

Section 2.19. The Water Council will adopt rules and regulations to implement provisions of this AB 3030 Plan. All such rules and regulations shall be adopted pursuant to Water Code Section 10753.8.

Section 2.20. Though permitted pursuant to Water Code Section 10754 et seq., no fees or assessments to finance AB 3030 Plan expenses, such as administrative and operating costs, will be considered by the Water Council unless a future need is demonstrated.

Condition of the Groundwater Basin

Redding Groundwater Basin and Sub-Basins

Section 2.21. The boundaries of the Redding Basin roughly approximate the eastern and western edges of the Sacramento Valley floor. (See Figure 1, showing the Basin and Plan Area.) The foothill areas that constitute the eastern and western portions of Shasta and Tehama Counties adjacent to the Redding Basin are designated as "highland" areas, and are noted for their relative scarcity of groundwater resources. Sub-basins and areas within the Redding Basin with unique characteristics will be identified and evaluated in AB 3030 Plan implementation.

Existing Monitoring

Section 2.22. Since the late 1920s, the State Department of Water Resources (DWR) and the United States Bureau of Reclamation have measured groundwater levels for 48 wells in the Redding Basin. Currently, 35 wells are monitored semi-annually and 5 wells are measured on a quarterly basis.

Section 2.23. The DWR issues periodic reports that relate to the monitoring program in the Redding Basin. These reports include groundwater hydrographs for the monitored wells. Appendix "B" contains access information for DWR Groundwater levels.

Section 2.24. Most wells in the monitoring program are measured by DWR semi-annually, usually in March and October. These monitoring periods provide an indication of groundwater levels before and after the typical agricultural irrigation season.

Section 2.25. In addition to recording water levels, the DWR reports also include, for each well, information on the producing aquifer(s), degree of certainty associated with the groundwater body classification, the hydrogeologic unit, and the applied use of the extracted groundwater.

Section 2.26. The data from these historic and ongoing monitoring efforts will be considered and reflected in the ongoing development of a Redding Basin computer model.

Historic Variations in Groundwater Levels

Section 2.27 Groundwater levels in the Redding Basin fluctuate seasonally in response to the quantities of discharge from, and recharge to, the groundwater basin that occurs in a particular year. The primary source of groundwater discharge from the aquifer is groundwater pumping, along with a small quantity of subsurface outflow from the basin, while the main sources of recharge are deep percolation of precipitation and applied water, along with leakage from surface streams.

Section 2.28. Monthly measurements of groundwater show that water levels start dropping in early spring (usually April) and continue to decline through the summer until early September. Maximum levels are usually reached by February.

Section 2.29. Over the long term, groundwater levels in the Redding Basin have remained steady. There are seasonal fluctuations (summer to winter), and there are some fluctuations caused by climatic patterns (wet or dry years), but overall, groundwater levels have not changed significantly throughout the period of record.

Historic Groundwater Pumpage

Section 2.30. In the earlier parts of this century, little groundwater was used in Shasta County and the Redding Basin. The Sacramento River and its primary tributaries provided the source of water for most irrigation. A notable exception is along Cottonwood Creek, where substantial groundwater extraction occurred over several decades, largely ending in the 1980s.

Section 2.31. In the early 1970s, approximately 5 percent of all irrigation water came from groundwater, and approximately 95 percent came from surface-water sources. In 1995, approximately 12.5 percent of all water used in the Redding Basin was derived from groundwater. The vast majority of groundwater extracted is put to municipal and industrial uses. Groundwater is the principal source of water supply for areas outside of the service areas of the 14 water districts within the basin.

Groundwater Quality

Section 2.32. The general quality of groundwater in the Redding Basin is considered good to excellent (TDS between 95 and 424 mg/L) for most uses, except for that water from shallow depths along the margin of the basin where pre-Tertiary formations may be tapped. Some wells in those areas yield water with constituents that are above limits for drinking (primarily metals, TDS, chloride and sulfate). This water is likely derived from the Chico Formation (Pierce, 1983).

Section 2.33. Additional review of existing and potential groundwater quality problems in the Redding Basin is needed. This will occur in AB 3030 Plan implementation.

Need for Groundwater Management Plan

Section 2.34. There is a substantial, but undefined, supply of groundwater in the Redding Basin. The Redding Basin does not appear to be in a state of groundwater overdraft; however, at this time there is no certainty as to how close the Redding Basin is to overdraft, what constitutes a “safe annual yield,” and when and how frequently well interference problems may arise in the future.

The Redding Groundwater Basin has been estimated to contain up to 3,500,000 AF of groundwater in storage (DWR Bulletin 118, 1975). Groundwater levels in wells within the Basin are depressed seasonally, but fully recover over the winter months in all but the driest rainfall years. However, further study is necessary to determine the effects of a prolonged, severe drought on regional groundwater levels.

Section 2.35. The need for an AB 3030 Plan is documented in the Shasta County Water Resources Master Plan Phase 1 Report (October 1997) “Phase 1 Report,” which was prepared for the Water Council. As indicated in that report, additional study of the Redding Basin’s characteristics is needed to better understand and evaluate the occurrence, movement, origin, and destination of groundwater in the Redding Basin, and what constitutes reasonable use thereof.

Section 2.36. This plan is intended to provide a mechanism for both the public and private stakeholders in the Redding Basin to evaluate, manage, protect, and preserve this valuable local groundwater resource.

Replace Figures 5-11 with citations to Appendix B in 2.22-2.36. Appendix B would contain appropriate web links to historic documents.

Chapter 3 - Elements of the AB 3030 Plan

AB 3030 Plan Elements

Section 3.01. The approach to groundwater management reflected in this AB 3030 Plan will generally be based on voluntary cooperation between water agencies, purveyors, and interested private parties in the Redding Basin, with an information gathering and monitoring emphasis. This plan includes the following elements: (1) Data Development/Groundwater Monitoring; (2) Public Entity Coordination and Reporting; (3) Public Information and Education; (4) Export Limitations; (5) Water Quality; (6) Wellhead Protection; (7) Land Use; (8) Conjunctive Use Operations; (9) Groundwater Management Facilities; and (10) Groundwater Overdraft and Well Interference. These elements are further described below.

Data Development/Groundwater Monitoring

Section 3.02. To ensure that its actions are taken in accordance with the public interest, and to further prevent the use of unnecessary and potentially burdensome management techniques, SCWA will work with Water Council participants to collect data and will conduct or receive necessary and relevant studies, for the purpose of further documenting the existing quality and quantity of groundwater within the Redding Basin. This SCWA activity will be undertaken in a scope and manner consistent with the Water Council MOU, including the preparation and maintenance of a linked surface water and groundwater computer-based model.

Section 3.03. SCWA will serve as the Water Council's information and data collection coordinator, and will collect and conduct, or have conducted, technical investigations to carry out this plan, including computer model development. All data collection and technical investigations authorized under this plan shall be carried out by SCWA in consultation with the Water Council Policy Advisory Committee.

Section 3.04. One of the goals in the data collection and evaluation process will be to determine the Redding Basin's long-term safe annual yield. For the purpose of this plan, "long-term safe annual yield" shall be as defined in Appendix A, which defines this and other key AB 3030 Plan and implementing regulation terms. The determination shall estimate the safe annual yield of the total Redding Basin under various hydrologic conditions and the probable boundaries of the sub-basin hydrologic units.

Section 3.05. The Water Council shall prepare a report on the status of the Redding Basin no less than bi-annually. The report shall include an estimate of annual recharge, pumping, and groundwater discharge to surface streams. The report shall include any other information that the Water Council deems relevant and necessary to the effective management of groundwater within the Plan Area, including estimated changes in water levels.

A. Collection and Analysis of Data/Preparation of Reports on Hydrologic Conditions. Data related to the hydrologic inventory of the Redding Basin will be collected and reviewed as a component of the periodic report to be prepared by the Water Council. Principal factors to be considered will include surface water imported to and exported from the Redding Basin, evapotranspiration, the estimated groundwater recharge, discharge, and extractions from the Redding Basin, and subterranean outflow.

B. Preference for Use of Existing Databases. To avoid incurring unnecessary costs, the Water Council shall utilize data and models developed for the Redding Basin Management Planning effort and further determine the status of additional studies and monitoring programs carried out within the Redding Basin by federal, state, and local agencies. Where possible, information from pre-existing data collection programs, and new data derived from the computer model to be developed for the Water Council and other sources, will be incorporated into the report.

C. Expansion of Data Collection Efforts. Where significant and important data are missing or incomplete, the Water Council will determine methods to acquire a more complete database.

Section 3.06. The Water Council, using its Technical Advisory Committee as it determines appropriate, may prepare or receive reports on groundwater and supplemental water supplies, groundwater quality, and other conditions within the Plan Area. The Water Council may identify information useful to a water replenishment or conjunctive use project and prepare reports on the utility of these types of projects within the Plan Area.

Section 3.07. To protect and/or enhance the quality and quantity of water within the Redding Basin, the Water Council shall develop and implement a Redding Basin monitoring program. The monitoring program may consist of the measures identified in these sections and will be implemented by the adoption of rules and regulations, as determined appropriate by the Water Council Policy Advisory Committee.

- A. Monitoring Redding Basin Conditions. The previous and ongoing collection and analysis of basic hydrologic data are important elements of the Management Plan. Monitoring is essential to characterize Redding Basin conditions and to provide the technical information needed to make decisions regarding the optimal use and management of the Redding Basin. Monitoring of the Redding Basin will allow the Water Council to: (1) identify reliable sources of information; (2) identify changing conditions; (3) develop and implement specific groundwater management programs as may be determined necessary in the future; and (4) document the accomplishments of the management program.
- B. Use of Existing Monitoring Data. The Water Council shall coordinate with the DWR, Northern District Office, Anderson-Cottonwood Irrigation District, and other appropriate entities to use and supplement their existing semi-annual well water level measurement program. Monitoring of water levels will allow the Water Council to gauge the status of the groundwater resource in response to changing hydrologic conditions and water use practices. The number and location of these wells will be determined by the Water Council Policy Advisory Committee.
- C. Monitoring Groundwater Quality Conditions. The Water Council shall include one or more monitoring wells within the Redding Basin, and in each sub-basin where feasible, for the purpose of measuring water quality conditions within the Redding Basin. The number and location of these wells will be determined by the Water Council Policy Advisory Committee. Efforts will be made to use existing wells that are subject to water quality testing to minimize costs associated with the water quality-monitoring program.

Section 3.08. The Water Council shall prepare an annual estimate of the amount of water extracted within the Plan Area and of the total cumulative groundwater extractions within the Redding Basin.

Public Entity Coordination and Reporting

Section 3.09. The Water Council shall strive at all times to coordinate with all agencies having jurisdiction over water-related matters in and adjacent to the Redding Basin.

Section 3.10. The Water Council will coordinate with the Regional Water Quality Control Board, U.S. Environmental Protection Agency, the State Office of Drinking Water, and other state and local regulatory agencies to monitor and develop information concerning groundwater quality compliance with applicable standards, and to otherwise manage and ensure reasonable use of Plan Area groundwater.

Public Information and Education

Section 3.11. It is essential to involve the public, agricultural, industrial, and business communities early in the development of the Groundwater Management Plan. Throughout the implementation of this plan, public education and community relations will be integral to successful groundwater management in the Redding Basin.

Section 3.12. The Water Council shall provide public outreach through public presentations, published information items, and references to groundwater data available through other public agencies, as determined by the Policy Advisory Committee.

Export Limitations

Section 3.13. In order to preserve and protect Redding Groundwater Basin resources, and to ensure their reasonable and beneficial use in a way that is not detrimental to the Basin and its local users, County of Shasta Ordinance No. SCC 98-1, as adopted by the Shasta County Board of Supervisors on January 27, 1998, is fully incorporated into this AB 3030 Plan by reference, and shall apply throughout the AB 3030 Plan area except: (1) as otherwise provided by this Plan; or (2) as it may be superceded by adoption of one or more local ordinances within individual public agency boundaries. That groundwater extraction and export ordinance, which is codified as Chapter 18.08 of the Shasta County Code, is attached to this Plan as Appendix A.

The term "Shasta County" as used in Exhibit "A" for the purpose of requiring a permit for the export of ground water outside of the County, shall mean the AB 3030 Plan area.

The term "Commission" as used in Exhibit "A" shall be the Water Council Technical Advisory Committee, as established by MOU, unless otherwise designated and appointed by the Water Council.

The terms "Clerk of the Board" and "Board" as used in Exhibit "A" for the purpose of appeals from Commission actions on permit applications, shall mean the "Director" as therein defined and the full Water council, Respectively.

Water Quality

Section 3.14. The Water Council, working with members and non-member entities shall develop a program to assess, monitor, and protect the quality of groundwater in the Redding Basin to ensure the quality is acceptable for all beneficial uses.

Wellhead Protection

Section 3.15. Abandoned wells provide the potential for pollutants or contaminants to enter and/or spread into the Redding Basin groundwater. As such, well abandonment represents a

key concern in groundwater management. The Water Council shall coordinate with the County Division of Environmental Health to obtain written notice concerning well abandonment projects.

Section 3.16. Improperly constructed and abandoned wells can impair yields and increase the potential for groundwater contamination. The Water Council supports the California Model Well Code standards, and the Shasta County well construction and destruction ordinance and regulations, and will work with the County Division of Environmental Health to provide information to well owners throughout the Basin regarding proper well construction and abandonment procedures.

Land Use

Section 3.17. To improve coordination among Water Council members and jurisdictions having land use authority, the Water Agency will request notification and circulation of CEQA documents for projects in the basin that identify potentially significant effects to groundwater quality. The Water Agency will notify members of the Water Council that may be affected and collaborate to assess the risk of groundwater contamination.

Conjunctive Use Operations

Section 3.18. The Water Council shall evaluate options and develop a program for conjunctive use of Redding Basin water sources in an effort to increase or maintain Redding Basin water supplies.

Groundwater Management Facilities

Section 3.19. The Water Council will assess the need for short- and long-term facilities, such as conjunctive use facilities, and develop plans as may be determined appropriate.

Groundwater Overdraft and Well Interference

Section 3.20. A mitigation and prevention program will be developed to address potential overdraft, well interference, and similar problems that would adversely affect the groundwater resources in the Plan area. This program will identify strategies and actions that will promote reasonable groundwater usage in the Redding Basin.

Section 3.21. The Water Council Policy Advisory Committee shall review this AB 3030 Plan and its implementation on a bi-annual basis and shall report its findings to all MOU participants.

Chapter 4 - Implementation

Procedure

Section 4.01. A Groundwater Management Plan developed pursuant to Water Code Section 10750 et seq., must be conducted according to the procedure show in Table 4.

TABLE 4 Procedure to Implement Groundwater Management Plan
1. Publish notice of public hearing to consider whether to adopt resolution of intent.
2. Conduct a hearing on whether to adopt a resolution of intent to adopt a Groundwater Management Plan.
3. Adopt a resolution of intention to adopt a Groundwater Management Plan.
4. Publication of notice.
5. Prepare a Groundwater Management Plan within 2 years.
6. Hold a second hearing after plan preparation is complete.
7. Consider protests at conclusion of second hearing.
8. If protests are received from landowners representing more than 50% of assessed value of property in the County occurs, the Plan shall not be adopted.
9. If protests are received from landowners representing less than 50% of assessed value of property in the Redding Basin Plan area occurs, the AB 3030 Plan may be adopted within 35 days after Step 6.

Plan Administration

Section 4.02. The Water Council will administer the AB 3030 Plan throughout the Plan Area in accordance with the adopted Water Council MOU. As reflected in that MOU, successful implementation of the AB 3030 Plan must involve the ongoing participation of, and coordination between, all Redding Basin agencies which are empowered with groundwater-related duties and other interested local entities.

Section 4.03. Consistent with Water Council objectives in preparing this AB 3030 Plan, it is intended that this Plan will apply to the service areas of all local water purveyors within its stated boundaries. However, any local agency, investor-owned utility, or mutual water company which may decline to have the plan made applicable within its service area will be exempt from this plan within its jurisdiction, as stated in the MOU or applicable law.

Section 4.04. Any local water agencies within the boundaries of the AB 3030 plan area that decline to participate in cooperative management of the Redding Basin within its agency boundary shall be encouraged to adopt their own groundwater management plans and coordinate with the Water Council to the extent possible.

Section 4.05. This AB3030 Plan shall be funded, with respect to implementation and maintenance, as provided in the Water Council MOU as may be amended.

Section 4.06. In accordance with the California Groundwater Management Act, the Water Council will develop rules and regulations from time to time, to implement provisions of this plan, as it may be amended consistent with the Water Council MOU. These rules and regulations shall be adopted by the Water Council by resolution.

Section 4.07. All meetings of the Policy Advisory Committee and/or Technical Advisory Committee will be publicly noticed in print media of general circulation. Parties that have requested will be notified of meetings in the same manner as the Policy Advisory Committee and/or Technical Advisory Committee.

- A. Time will be allotted during meetings of the Policy Advisory Committee and/or Technical Advisory Committee for public comment. The amount of time will be at the discretion of the Water Committee member conducting the meeting.
- B. Written comments germane to the Policy Advisory Committee and/or Technical Advisory Committee meeting will be considered if received before the close of business 5 working days after the meeting.

Section 4.08. All known water purveyors whose boundaries overlie the Redding Groundwater Basin will be notified of meetings of the Policy Advisory Committee and/or Technical Advisory Committee in the same manner as members of the Water Committee.

- A. Time will be allotted during meetings of the Policy Advisory Committee and/or Technical Advisory Committee for purveyor comment. The amount of time will be at the discretion of the Water Committee member conducting the meeting.
- B. Written comments germane to the Policy Advisory Committee and/or Technical Advisory Committee meeting will be considered if received before the close of business 10 working days after the meeting.

Chapter 5 - Plan Amendments

Section 5.01. This AB3030 Plan shall be periodically updated, based on changed circumstances within the Redding Basin, as determined by the Water Council.

Section 5.02. Plan Amendments shall occur in the manner established in the Water council MOU, as may be amended.

Section 5.03. The Water Council shall endeavor to publicly distribute, and educate the public concerning any AB3030 Plan amendments adopted resulting in more than mere technical changes.

**APPENDIX G – BULLETIN 118 ENTERPRISE SUB-BASIN AND
MILLVILLE SUB-BASIN**

Redding Groundwater Basin, Enterprise Subbasin

- Groundwater Basin Number: 5-6.04
- County: Shasta
- Surface Area: 60,900 acres (95 square miles)

Basin Boundaries and Hydrology

The Enterprise Subbasin comprises the portion of the Redding Groundwater Basin bounded on the west and southwest by the Sacramento River, on the north by the Klamath Mountains, and on the east by Little Cow Creek and Cow Creek. Annual precipitation within the basin ranges from 29- to 41-inches, increasing to the north.

Hydrogeologic Information

Water-Bearing Formations

The Enterprise Subbasin aquifer system is comprised of continental deposits of late Tertiary to Quaternary age. The Quaternary deposits include Holocene Stream Channel Deposits and terrace deposits of the Modesto and Riverbank formations. The Tertiary deposits are the Pleistocene Tehama Formation and the Tuscan Formation. The following descriptions of water-bearing formations are from Helley and Harwood (1985) unless otherwise noted.

Holocene Stream Channel Deposits. The youngest alluvium consists of unconsolidated gravel, sand, silt and clay from stream channel and flood-plain deposits. Holocene stream channel deposits are observed along the entire extents of the western boundary along the Sacramento River. These deposits are also observed along Stillwater Creek extending from the Klamath Mountains to the Sacramento River in the center of the subbasin and along Cow Creek on the eastern side. The thickness ranges to 50 feet. This unit represents the perched water table and the upper part of the unconfined zone of the aquifer. Although the alluvium is moderately permeable, it is not a significant contributor to groundwater usage.

Pleistocene Terrace Deposits. The Modesto and Riverbank formations consist of poorly consolidated gravel with some sand and silt deposited during the Pleistocene. They are usually found as terrace deposits near the surface along the Sacramento River and tributaries. The thickness ranges to 50 feet. They are moderately to highly permeable and yield limited domestic water supply from perched water tables.

Pliocene Tehama Formation. The Tehama Formation consists of locally cemented silts, sand, gravel, and clay of fluvial origin derived from the Klamath Mountains and Coast Ranges. Thickness of the formation along the southern boundary ranges from 300 feet at the southwestern extents of the subbasin to 1,000 feet at the confluence of Cow Creek and the Sacramento River. From north to south along Cow Creek, the deposit uniformly increases in thickness from where the Chico Formation daylights near Bella Vista to a depth of 500 feet in the vicinity of Palo Cedro and to a depth of 1,000 feet at the Sacramento River (DWR 1964). The permeability is

moderate to high, with yields of 100- to 1,000-gpm. The formation interfingers with the Tuscan Formation along the eastern boundary; however, the extents are unknown.

Pliocene Tuscan Formation. The Tuscan Formation consists of volcanic gravel and tuff-breccia, fine- to coarse-grained volcanic sandstone, conglomerate and tuff, tuffaceous silt and clay predominantly derived from andesitic and basaltic source rocks. The formation is described as four separate but lithologically similar units, Units A through D (with Unit A being the oldest), which in some areas are separated by layers of thin tuff or ash units.

Unit A is the oldest water-bearing unit of the formation and is characterized by the presence of metamorphic clasts within interbedded lahars, volcanic conglomerate, volcanic sandstone and siltstone. Unit B is composed of a fairly equal distribution of lahars, tuffaceous sandstone, and conglomerate. Coarse cobble to boulder conglomerate predominates the deposit in the eastern and northern parts of mapped unit. Unit C consists of several massive mudflow or lahar deposits with some interbedded volcanic conglomerate and sandstone. Unit D consists of fragmental deposits characterized by large monolithologic masses of andesite, pumice, and fragments of black obsidian in a mudstone matrix. The unit has limited areal extents and may not occur within the Redding Basin.

Permeability is moderate to high with yields of 100- to 1,000-gpm except for beds of tuff-breccia which are essentially impermeable.

Recharge Areas

Recharge to the principal aquifer formation is mostly by infiltration of streamflows. Infiltration of applied water and streamflows, and direct infiltration of precipitation are the main sources of recharge into the alluvium (Pierce 1983).

Groundwater Level Trends

Review of the hydrographs for long-term comparison of spring-spring groundwater levels indicates a gradual decline of approximately 5- to 10-feet associated with the 1976-77 and 1987-94 droughts, followed by a gradual recovery to pre-drought conditions of the early 1970's and 1980's. Evaluation of groundwater level data shows a seasonal fluctuation of approximate 5- to 10-feet and, for the semi-confined wells, between 10- to 15-feet for normal and dry years. Overall, there does not appear to be any increasing or decreasing trends in groundwater levels.

Groundwater Storage

Groundwater Storage Capacity. The storage capacity for the entire Redding Basin is estimated to be 5.5 million acre-feet for 200 feet of saturated thickness over an area of approximately 510 square miles (Pierce 1983). Specific yield data for the Enterprise Subbasin aquifer system is not available to estimate storage capacity at the subbasin level.

Groundwater Budget (Type B)

Estimates of groundwater extraction are based on a survey conducted by the California Department of Water Resources in 1995. The survey included land use and sources of water. Estimates of groundwater extraction for agricultural and municipal/industrial uses are 4,449 and 4,127 acre-feet respectively. Deep percolation from applied water is estimated to be 3,788 acre-feet.

Groundwater Quality

Characterization. Magnesium-sodium bicarbonate is the predominate water type in the subbasin. Sodium bicarbonate and sodium chloride type waters are also found. Total dissolved solids range from 160- to 210-mg/L (DWR unpublished data).

Impairments. High levels of total dissolved salts and chlorides are present in the lower Tehama and Tuscan Formations. Sodium and boron is present at shallow depth where wells draw from the Chico Formation. Locally high concentrations of iron and manganese occur in the basin.

Water Quality in Public Supply Wells

Constituent Group¹	Number of wells sampled²	Number of wells with a concentration above an MCL³
Inorganics – Primary	18	0
Radiological	19	0
Nitrates	17	0
Pesticides	7	0
VOCs and SVOCs	14	0
Inorganics – Secondary	18	7

¹ A description of each member in the constituent groups and a generalized discussion of the relevance of these groups are included in *California's Groundwater – Bulletin 118* by DWR (2003).

² Represents distinct number of wells sampled as required under DHS Title 22 program from 1994 through 2000.

³ Each well reported with a concentration above an MCL was confirmed with a second detection above an MCL. This information is intended as an indicator of the types of activities that cause contamination in a given basin. It represents the water quality at the sample location. It does not indicate the water quality delivered to the consumer. More detailed drinking water quality information can be obtained from the local water purveyor and its annual Consumer Confidence Report.

Well Characteristics

	Well yields (gal/min)	
Irrigation	Range: 30 – 700	Average: 266 (5 Well Completion Reports)
	Total depths (ft)	
Domestic	Range: 18 – 713	Average: 139 (1970 Well Completion Reports)
Irrigation	Range: 32 – 460	Average: 180 (65 Well Completion Reports)

Active Monitoring Data

Agency	Parameter	Number of wells /measurement frequency
DWR	Groundwater levels	17 wells semi-annually
DWR	Miscellaneous Water Quality	3
Department of Health Services	Miscellaneous Water Quality	43

Basin Management

Groundwater management:	Shasta County adopted a groundwater management ordinance in 1998.
Water agencies	
Public	Redding Area Water Committee, Bella Vista WD, City of Redding, Shasta Dam Area Public Utility District, Shasta County Water Agency, Shasta Community Service District.
Private	

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Errata

Changes made to the basin description will be noted here.

Redding Groundwater Basin, Millville Subbasin

- Groundwater Basin Number: 5-6.05
- County: Shasta
- Surface Area: 67,900 acres (106 square miles)

Basin Boundaries and Hydrology

The Millville Subbasin comprises the portion of the Redding Groundwater Basin bounded on the west by Cow Creek, Little Cow Creek, and the Sacramento River; on the north by the Klamath Mountains; on the east by the Cascade Range; and on the south by Battle Creek. Annual precipitation ranges from 27- to 31-inches, increasing to the north.

Hydrogeologic Information

Water-Bearing Formations

The Millville Subbasin aquifer system is comprised of continental deposits of late Tertiary to Quaternary age. The Quaternary deposits include Holocene alluvium and Pleistocene Modesto and Riverbank formations. The Tertiary deposits include the Pliocene Tehama Formation along the Sacramento River and the Tuscan Formation. The Tuscan Formation is the primary water-bearing unit in the subbasin. The following descriptions of water-bearing formations are from Helley and Harwood (1985) unless otherwise noted.

Holocene Alluvium. The alluvium consists of unconsolidated gravel, sand, silt and clay from stream channel and floodplain deposits. These alluvial deposits are found along stream and river channels. The thickness ranges up to 30 feet. This unit represents the perched water table and the upper part of the unconfined zone of the aquifer. Although the alluvium is moderately permeable, it is not a significant contributor to groundwater usage due to its geomorphic distribution.

Pleistocene Modesto and Riverbank Formations. The Modesto and Riverbank formations consist of poorly consolidated gravel with some sand and silt deposited during the Pleistocene. The formations are usually found as terrace deposits near the surface along the Sacramento River and tributaries. The thickness ranges to 50 feet. They are moderately to highly permeable and can yield limited domestic water supplies.

Pliocene Tehama Formation. The Tehama Formation consists of locally cemented silts, sand, gravel, and clay of fluvial origin derived from the Klamath Mountains and Coast Ranges. The permeability of the formation is moderate to high with yields of 100- to 1,000-gpm.

Pliocene Tuscan Formation. The Tuscan Formation is composed of a series of volcanic mudflows, tuff breccia, tuffaceous sandstone and volcanic ash layers and is the principal water-bearing formation in the subbasin. The formation is described as four separate but lithologically similar units, Units A through D (with Unit A being the oldest), which in some areas are separated by layers of thin tuff or ash units.

Unit A is the oldest water bearing unit of the formation and is characterized by the presence of metamorphic clasts within interbedded lahars, volcanic conglomerate, volcanic sandstone and siltstone. Unit B is composed of a fairly equal distribution of lahars, tuffaceous sandstone, and conglomerate. Coarse cobble to boulder conglomerate predominates the deposit in the eastern and northern parts of mapped unit. Unit C consists of several massive mudflow or lahar deposits with some interbedded volcanic conglomerate and sandstone. Unit D consists of fragmental deposits characterized by large monolithologic masses of andesite, pumice, and fragments of black obsidian in a mudstone matrix. The unit has limited areal extents and may not occur within the Redding Basin. Unit C is the primary surficial deposit within the subbasin. Surficial deposits of Unit B are exposed over 15- to 20- percent of the subbasin to the north.

Deposits of the Tehama and Tuscan formations interfinger along the western extents of the subbasin. Deposits of the Chico Formation outcrop in the northern most portion of the subbasin in the vicinity of Little Cow Creek and Cow Creek. DWR (1964) reports that deposits of Tehama and Tuscan formations begin at the northern extents of the subbasin and increase in thickness to approximately 1,000 feet at the confluence of Cow Creek and the Sacramento River. In the vicinity of Palo Cedro, the thickness of the sediments is approximately 500 feet. The thickness of the deposits decreases to the east and deposits of the Chico Formation between Cow Creek and Oak Run Creek in the northern half of the subbasin show that the Tuscan has been totally eroded in those areas.

Recharge Areas

Recharge to the principal aquifer is mostly by infiltration of stream flows. Infiltration of applied water and stream flows and direct infiltration of precipitation are the main sources of recharge into the alluvium (Pierce 1983).

Groundwater Level Trends

Review of hydrographs for long-term comparison of spring-spring groundwater levels indicates a slight decline of approximately 5-feet associated with the 1976-77 and 1987-94 droughts, followed by a gradual recovery in levels to pre-drought conditions of the early 1970's and 1980's. Generally, seasonal fluctuations range from 2- to 8-feet for normal and dry years. Overall, there does not appear to be any increasing or decreasing trend in groundwater levels.

Groundwater Storage

Groundwater Storage Capacity. The storage capacity for the entire Redding Basin is estimated to be 5.5 million acre-feet for 200 feet of saturated thickness over an area of approximately 510 square miles (Pierce 1983). Specific yield data for the Millville Subbasin aquifer system is not available to estimate storage capacity at the subbasin level.

Groundwater Budget (Type B)

Estimates of groundwater extraction are based on surveys conducted by the California Department of Water Resources during 1994 and 1995. Surveys

included land use and sources of water. Estimates of groundwater extraction for agricultural and municipal/industrial uses are 250 and 1,273 acre-feet respectively. Deep percolation of applied water is estimated to be 912 acre-feet.

Groundwater Quality

Characterization. Groundwater in the basin is characterized as bicarbonate type waters with mixed cationic character. Some sodium chloride type waters occur locally. Total dissolved solids concentration is approximately 140 mg/L (DWR unpublished data).

Impairments. High concentrations of total dissolved salts and chlorides are present in underlying marine deposits. Groundwater containing sodium and boron occurs where wells draw from the Chico Formation. Locally high iron and manganese concentrations can occur.

Water Quality in Public Supply Wells

Constituent Group ¹	Number of wells sampled ²	Number of wells with a concentration above an MCL ³
Inorganics – Primary	1	0
Radiological	1	0
Nitrates	1	0
Pesticides	1	0
VOCs and SVOCs	1	0
Inorganics – Secondary	1	0

¹ A description of each member in the constituent groups and a generalized discussion of the relevance of these groups are included in *California's Groundwater – Bulletin 118* by DWR (2003).

² Represents distinct number of wells sampled as required under DHS Title 22 program from 1994 through 2000.

³ Each well reported with a concentration above an MCL was confirmed with a second detection above an MCL. This information is intended as an indicator of the types of activities that cause contamination in a given basin. It represents the water quality at the sample location. It does not indicate the water quality delivered to the consumer. More detailed drinking water quality information can be obtained from the local water purveyor and its annual Consumer Confidence Report.

Well Characteristics

	Well yields (gal/min)	
Irrigation	Range: 8 – 500	Average: 254 (2 Well Completion Reports)
	Total depths (ft)	
Domestic	Range: 40 – 650	Average: 156 (487 Well Completion Reports)
Irrigation	Range: 50 – 700	Average: 265 (8 Well Completion Reports)

Active Monitoring Data

Agency	Parameter	Number of wells /measurement frequency
DWR	Groundwater levels	6 wells semi-annually
DWR	Miscellaneous Water Quality	5
Department of Health Services	Miscellaneous Water Quality	9

Basin Management

Groundwater management:	Shasta County adopted a groundwater management ordinance in 1998.
Water agencies	
Public	Redding Area Water Committee, Bella Vista WD, Shasta Co. Water Agency, Shasta Community Service District.
Private	

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Errata

Changes made to the basin description will be noted here.

APPENDIX H – CONSUMER CONFIDENCE REPORT 2013

BELLA VISTA WATER DISTRICT

2013 CONSUMER CONFIDENCE REPORT

(Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.)

The District is pleased to present the 2013 Consumer Confidence Report. Our unvarying goal is to provide a safe and dependable supply of drinking water to all of our customers. Last year, as in years past, your tap water met all EPA and State drinking water health standards. Once again we are proud to report that our water system has never violated a maximum contaminant level or any other water quality standard.

WHERE OUR WATER COMES FROM

In 2013 our water sources included surface water from the Sacramento River and groundwater from our five wells.

In 2013, surface water from the Sacramento River made up 98.3% of the treated water supply of approximately 4.38 billion gallons (13,443 acre-feet) compared with 99.3% of the treated water supply and 4.27 billion gallons (13,156 acre-feet) in 2012. The maximum daily flow through the Water Treatment Plant in 2013 was 27.3 million gallons (84 acre-feet) on July 26th. In 2013 the District captured and recycled approximately 152 million gallons (465 acre-feet) of water filter backwash water, supplying approximately 3.5% of the treated water supply in 2013. This recycled water reduces the amount of water that the District diverts from the Sacramento River or pumps from groundwater wells and provides a reliable source of much needed water during water shortages.

The District's wells draw from the Redding groundwater basin. The wells made up 1.7% of the total supply, or approximately 76.4 million gallons (234 acre-feet) in 2013 compared with 0.7% of the treated water supply and 30.8 million gallons (93 acre-feet) in 2012. The treatment process at each of the five wells consists of oxidation of iron and manganese using chlorine, followed by absorption of the iron and manganese oxides in pressure filters. A chlorine residual is carried through the entire process to aid in maintaining a chlorine residual in the distribution system. No iron or manganese was detected in any of the treated well water samples collected in 2013. Well water is warmer than the treated surface water and has a different taste due to its higher mineral content. At times, the mixing of chlorinated well water with treated river water in the distribution system generates a more noticeable taste due to the different physical and chemical properties of the waters. To ensure the safety of the water the same microbiological testing is completed weekly at various sites throughout the water distribution system, regardless of the source.

The District received less than 0.01 million gallons of water through its interties with the Cities of Redding and Shasta Lake during all of 2013.

Source water assessments were performed by the Department of Public Health between January 2002 and April 2003. The District's Sacramento River source is considered most vulnerable to the following activities associated with contaminants detected in the water supply: (1) metal plating/finishing/fabricating, (2) wood/pulp/paper processing and mills, and (3) drinking water treatment plants. The source is considered most vulnerable to the following activities not associated with any detected contaminants: (1) concentrated aquatic animal production facilities, (2) historic waste dumps/landfills, (3) landfills/dumps, (4) historic mining operations, and (5) wastewater treatment plants and disposal facilities (above Shasta Dam). The District's well sources are considered most vulnerable to the following activities not associated with any detected contaminants: (1) lumber processing and manufacturing; (2) septic systems - low density; (3) sewer collection systems; (4) historic waste dumps/landfills; (5) automobile - gas stations; and (6) utility stations - maintenance areas.

A copy of the complete assessment may be viewed at Bella Vista Water District, 11368 E. Stillwater Way, Redding, CA 96003. You may request a summary of the assessment be sent to you by contacting the Administrative Assistant @ (530) 241-1085, ext. 105.

In 1989 the Federal Surface Water Treatment Rule set forth specific regulations requiring proper treatment of surface waters, as well as specific license requirements for water treatment operators. Although the regulations have changed dramatically, the overall process has not. Currently the District's staff includes 7 individuals with state certification as water treatment operators and 14 with certification as water distribution operators (including 7 individuals with certification as both) who operate and maintain the District's facilities 365 days per year.

CONTAMINANTS IN WATER

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals, and in some cases radioactive material and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals that are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- Radioactive contaminants that can be naturally-occurring or be the result of oil and gas production and mining activities.

STATE AND FEDERAL REGULATIONS

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (USEPA) and the California Department of Public Health (Department) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. Department regulations also establish limits for contaminants in bottled water that must provide the same protection for public health.

The tables in this report list all of the drinking water contaminants that were detected during the most recent sampling for the constituent. The Department of Public Health allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Some of the data, though representative of our water quality, are more than one year old.

All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Act Hotline at 1-800-426-4791.

A NOTE TO THE IMMUNO-COMPROMISED FROM THE UNITED STATES EPA

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Center for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

REGARDING LEAD IN DRINKING WATER

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Bella Vista Water District is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

ARSENIC IN THE DISTRICT'S WATER

Analysis of the District's surface and well waters has shown that it contains low levels of arsenic (less than 10 parts per billion). The arsenic standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. The U.S. Environmental Protection Agency continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

ABOUT THE WATER QUALITY TABLES

Bella Vista Water District routinely monitors for constituents in your drinking water according to federal and state laws. The tables in this report show the results of our monitoring for the period through December 31, 2013. Where contaminants are monitored less than once per year, the values included in the report tables represent the results of the most recent analyses. In this table you will find many terms and abbreviations you might not be familiar with. To help you better understand these terms, the following definitions are provided:

Non-Detects (ND) - laboratory analysis indicates that the constituent is not detectable at current testing limits.

Parts per million (ppm) or Milligrams per liter (mg/L) - one part per million corresponds to one minute in 1.9 years or a single penny in \$10,000.

Parts per billion (ppb) or Micrograms per liter (µg/L) - one part per billion corresponds to one minute in 1,900 years, or a single penny in \$10,000,000.

Picocuries per liter (pCi/L) - picocuries per liter is a measure of the radioactivity in water.

Microsiemens per centimeter (µS/cm) is a unit for reporting the specific electrical conductance of the water.

Nephelometric Turbidity Unit (NTU) - nephelometric turbidity unit is a measure of the clarity of water. Turbidity (measured in NTU) is a measurement of the cloudiness of water and is a good indicator of

water quality and filtration performance. Turbidity results which meet performance standards are considered to be in compliance with filtration requirements. Turbidity in excess of 5 NTU is just noticeable to the average person.

Maximum Contaminant Level (MCL) – The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Maximum Contaminant Level Goal (MCLG) - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency (USEPA).

Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Public Health Goal or PHG – The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Primary Drinking Water Standards (PDWS) - MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

Regulatory Action Level (AL) - the concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Treatment Technique (TT) - A required process intended to reduce the level of a contaminant in drinking water.

2013 RESULTS OF WATER QUALITY ANALYSES

Results of Sampling for Microbial Contamination					
Contaminant	MCL	Unit of Measurement	PHG (MCLG)	Highest Number of Detections	
				Treated Surface Water	Treated Well Water
1. Total Coliform Bacteria (Total Coliform Rule)	Presence of coliform bacteria in no more than one sample per month	presence/absence	0	None	None
2. Fecal coliform and <i>E.coli</i> (Total Coliform Rule)	A routine sample and repeat sample are total coliform positive, and one is also fecal coliform or <i>E. coli</i> positive	presence/absence	0	None	None
3. Fecal Indicators (<i>E.coli</i> , enterococci or coliphage) (Total Coliform Rule)	Treatment Technique	n/a	n/a	None	None

2013 RESULTS OF WATER QUALITY ANALYSES (continued)

Sampling Results Showing Treatment of Surface Water Source (Sacramento River)					
Contaminant	Performance Standard / MCL (Treatment Technique)	Unit of Measurement	Level Found	Range	Violations
4. Turbidity	(1) Shall at no time exceed 1 NTU	Based on measurements made at 4 hour intervals while the plant is in operation	Less than 1 NTU at all times	0.020 NTU to 0.141 NTU	None
	(2) Less than 0.1 NTU in 95% of the measurements taken each month	Lowest Monthly % of measurements meeting the standard	100	100	None
	(3) Reduction in turbidity of 80% or more	Average monthly percentage reduction in turbidity	98.7	97.8 – 99.6	None
<i>Note: Turbidity is a measure of the cloudiness of the water. We monitor it because it is a good indicator of the effectiveness of our filtration system.</i>					

Sampling Results Showing the Detection of Contaminants with a Primary Drinking Water Standard							
Contaminant	MCL	PHG (MCLG)	Unit of Measurement	Sacramento River*		Well Water**	
				Average Value	Range	Average Value	Range
5. Gross Alpha	15	(0)	pCi/L	ND	-	0.4	ND - 2.1
6. Aluminum	1	0.6	ppm	ND	-	ND	All ND
7. Arsenic	10	0.004	ppb	ND	-	4	2 - 6
8. Barium	1	2	ppm	ND	-	0.1	ND - 0.3
9. Chromium	50	(100)	ppb	0.4	0.35 - 0.40	1	ND - 4
10. Fluoride	2.0	1	ppm	ND	-	0.1	0.1 - 0.4
Sacramento River and Well Water							
				2013 Highest Running Annual Average		2013 Range	
11. TTHM [Total trihalomethanes]	80	N/A	ppb	35		26 – 35	
12. HAA5- Haloacetic acids	60	N/A	ppb	36		28 – 40	
<i>Note: TTHM and HAA5 results are from samples collected from the Distribution System which may include water from both the river and wells.</i>							

* All results from the surface water source (which represents 98.3% of the water produced by the District in 2013) are from samples collected in 2013, except for Gross Alpha which is from 2010.

**Well water results reflect the latest results taken from each well; the results include samples collected over the period 2003 through 2013. The dates of the latest samples may be obtained by contacting the District's office.

2013 RESULTS OF WATER QUALITY ANALYSES (continued)

Sampling Results Showing the Detection of Contaminants with a Secondary Drinking Water Standard							
(Aesthetic standards, established by the California Department of Public Health - Division of Drinking Water)							
Contaminant or Analyte	MCL	PHG (MCLG)	Unit of Measure- ment	Sacramento River*		Well Water**	
				Average Level Detected	Range	Average Level Detected	Range
13. Foaming Agents (MBAS)	500	N/A	µg/L	ND	-	2	ND - 10
14. Total dissolved solids	1,000	N/A	mg/L	82	-	199	149 – 236
15. Specific conductance	1,600	N/A	µS/cm	117	-	316	245 - 399
16. Chloride	500	N/A	mg/L	4	-	36	11 - 56
17. Sulfate	500	N/A	mg/L	3.0	-	2.1	0.7 – 4.9

Sampling Results for Unregulated Contaminants							
(Unregulated contaminant monitoring helps the USEPA and the California Department of Public Health to determine where certain contaminants occur and whether the contaminants need to be regulated.)							
Contaminant or Analyte	MCL	PHG (MCLG)	Unit of Measure- ment	Sacramento River*		Well Water**	
				Average Level Detected	Range	Average Level Detected	Range
18. Boron	Notification Level = 1000 ppb	N/A	ppb	ND***	-	498	208 - 996
19. Vanadium	Notification Level = 50 ppb	N/A	ppb	3.5	3.2 - 3.7	0.4	ND - 1

Sampling Results for Sodium, Hardness and pH							
Contaminant or Analyte	MCL	PHG (MCLG)	Unit of Measurement	Sacramento River*		Well Water**	
				Average Level Detected	Range	Average Level Detected	Range
20. Sodium	N/A	N/A	ppm	6	-	41	25 - 60
21. Hardness	N/A	N/A	ppm	52	-	60	40 – 87
22. pH	6.5 - 8.5	N/A	pH units	7.7	-	7.8	7.8 - 7.9

* All results from the surface water source (which represents 98.3% of the water produced by the District in 2013) are from samples collected in 2013.

**Well water results reflect the latest results taken from each well; the results include samples collected over the period 2003 through 2013.

*** Not sampled in 2013; the results include samples collected over the period 2002 through 2013. The dates of the latest samples may be obtained by contacting the District's office.

2013 RESULTS OF WATER QUALITY ANALYSES (continued)

Sampling Results Showing the Detection of Lead and Copper						
Contaminant	PHG (MCLG)	Action Level (AL)	90 th percentile level detected	No. of samples collected	No. of Sites exceeding Action Level	Typical Source of Contaminant
Lead (ppb)	0.2	15	ND	30	0	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits
Copper (ppb)	300	1300	218	30	0	Internal corrosion of household water plumbing systems; erosion of natural deposits; leaching from wood preservatives
<i>Note: The District is required to conduct lead and copper sampling every three years. These results are from the most recent round of sampling conducted in May and June of 2013.</i>						

Disinfectant Residuals found in the Distribution System during 2013						
Contaminant	MCL [MRDL]	PHG (MRDLG)	Average Value	Range	Major Sources in Drinking Water	Health Effects
Chlorine (ppm)	4.0 (as Cl ₂)	4	.97	0.24 to 1.48	Drinking water disinfectant added for treatment	Some people who use water containing chlorine well in excess of the MRDL could experience irritating effects to their eyes and nose. Some people who drink water containing chlorine well in excess of the MRDL could experience stomach discomfort.

MRDL = Maximum Residual Disinfectant Level (The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for the control of microbial contaminants.)

MRDLG = The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

TYPICAL SOURCES OF DETECTED CONTAMINANTS

Contaminant	Typical Source of Contaminant
1. Total Coliform Bacteria	Naturally present in the environment
2. Fecal Coliform and <i>E. coli</i>	Human and animal fecal waste
3. Fecal	Human and animal fecal waste
4. Turbidity	Soil runoff
5. Gross Alpha	Erosion of natural deposits
6. Aluminum	Erosion of natural deposits; residue from some surface water treatment processes
7. Arsenic	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes
8. Barium	Discharge of oil drilling wastes and from metal refineries; erosion of natural deposits
9. Chromium	Discharge from steel and pulp mills and chrome plating; erosion of natural deposits
10. Fluoride	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
11. TTHM [Total trihalomethanes]	By-products of drinking water chlorination
12. Haloacetic Acids	By-products of drinking water chlorination
13. Foaming Agents (MBAS)	Municipal and industrial waste discharges
14. Total dissolved solids	Runoff/ leaching from natural deposits
15. Specific conductance	Substances that form ions when in water; seawater influence
16. Chloride	Runoff/leaching from natural deposits; seawater influence
17. Sulfate	Runoff/leaching from natural deposits; seawater influence
18. Boron	Laundry products, sewage, agricultural chemicals and fertilizers, coal combustion mining and glass and ceramics manufacturing
19. Vanadium	Natural sources and from the burning of fuel oils

OTHER TEST RESULTS OF INTEREST

Constituent	Description and Source Information
20. Sodium	Refers to the salt present in the water and is generally naturally-occurring
21. Hardness	Is the sum of polyvalent cations present in the water, generally magnesium and calcium. These cations are generally naturally-occurring.
22. pH	The pH of a water is a measure of its hydrogen ion activity or acidity. By definition the pH of pure water is 7.0. The pH range of most natural waters is about 6.0 to 8.5.

YOUR VIEWS ARE WELCOME

If you have any questions about this report, please contact Don Groundwater, your District Engineer, at (530) 241-1085, ext. 114. We want our valued customers to be informed about their water district. If you want to learn more, please visit the District's web site: www.bvwd.org or attend any of our regularly scheduled Board of Directors meetings. The meetings are held on the fourth Monday of each month at 5:30 p.m. at the District office, located at 11368 E. Stillwater Way, Redding, CA 96003.

Bella Vista Water District is an equal opportunity employer and provider.

APPENDIX I – 1992 WATER SHORTAGE CONTINGENCY PLAN

BELLA VISTA WATER DISTRICT

WATER SHORTAGE CONTINGENCY PLAN

APRIL 1992

Prepared by: Robert Dietz, General Manager
Paul Weaver, Technician IV

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SECTION 1. INTRODUCTION

Under recent legislation, each California urban water supplier providing municipal water directly or indirectly to more than 3,000 customers, or supplying more than 3,000 acre-feet of water annually, must prepare, adopt, and send a Water Shortage Contingency Plan to the California Department of Water Resources.

The Bella Vista Water District was formed on June 4, 1957, pursuant to California Water District law. The District was formed for the purpose of obtaining a Federal Central Valley Project Water supply. The primary water source for the District is from the Sacramento River pursuant to a contract from the U.S. Bureau of Reclamation. This water is authorized from the Cow Creek Unit of the Trinity River Project, a portion of the United States Bureau of Reclamation's Central Valley Project. The contract allows diversions of up to 24,000 acre feet annually, subject to reductions during drought years.

The District also has four existing wells used primarily for emergencies and to provide a supplemental supply during drought years when the District's normal surface water supply has been reduced.

Spurred by significant reductions in the District's surface water source, a substantial effort has been undertaken by the District to develop an additional supplemental groundwater supply. Two other wells have been drilled. The District is proceeding to complete treatment facilities on one of these (Well #6) but has determined not to complete the other (Well #5) at this time due to the low yield. The District is continuing to pursue other additional wells.

SECTION 2. COORDINATED PLANNING

The District has coordinated the preparation of its plan with other water suppliers and public agencies in the area. The parties involved are listed below:

1. U.S. Bureau of Reclamation (Bureau)
2. California Department of Water Resources
3. Shasta County Water Agency
4. City of Redding
5. Shasta Dam PUD
6. Clear Creek CSD
7. Mountain Gate CSD
8. Centerville CSD
9. Anderson-Cottonwood Irrigation District
10. Shasta CSD
11. State of California Department of Public Health.

Most transfers of water to the District from other sources must receive prior approval from the Bureau.

In 1990 the District requested transfer water from the City of Redding but the transfer was not approved by the Bureau of Reclamation. The District was able in 1991 to transfer supplemental water from the City of Redding and the Clear Creek CSD. Transfers have been requested from other agencies for 1992.

SECTION 3. HISTORICAL WATER USE (1978 - 1991)

District records of production (surface and groundwater quantities) and consumption (individual metered usage) from 1978 to 1990 are summarized in Table I. As can be seen from the table, production records kept were good but consumption records were virtually unavailable. These were analyzed during the course of preparing the District's Master Water Plan, which was completed in December 1990. The data was evaluated to help determine system demand trends and also calculate average design values. Design values, coupled with growth rate estimates, allow a projection of future water demands.

The maximum annual demand on the system was 18,692 acre feet in 1987. The system currently has connections serving an estimated population of 10,000. Not included in this estimate are Shasta and Simpson Colleges who serve approximately 5,500 students (ADA) and 425 employees.

The District has had a steady five percent per year increase in the number of service connections in the 10 year period from 1978 to 1988. However, during 1989, 301 services were added and in 1990 352 services were added, which yields a 10± percent per year growth rate. Within the past 12 year period the annual production of surface and groundwater has increased at a similar rate of about five percent per year, although the current drought conditions make it difficult to estimate. The District growth rate slowed to seven percent in 1991, probably due to economic factors.

1978 through 1989 represent more normal times prior to mandatory drought reductions. 1990 and 1991 were years of severe reductions in supply from the Federal project, 50% and 75% reductions, respectively.

Production rates vary from year to year depending on the irrigation demand which is greatly influenced by the timing and amount of summer precipitation and by temperature. The annual production substantially declined from 18,692 acre feet in 1987 to 15,045 acre feet in 1989. This reduction is attributable to three factors. First, a review of rainfall data indicates that 1987 had considerably less rainfall during the irrigation season than 1989. The year 1987 had 0.84 inches vs. 14.19 inches in 1989. Second, one large farming operation with a consumption demand of 2,000 acre feet per year went out of production in 1988. Third, 1989 was a moderate drought year. Early projected contract supply reductions were anticipated by the Bureau of Reclamation due to low carryover supplies in the Central Valley Project. This information was provided to District customers to allow them to plan accordingly for the irrigation season. Fortunately, March precipitation totals allowed Reclamation to supply the full contract amount to the District but many conservation minded customers voluntarily conserved throughout the year.

Table II represents monthly summaries of production by source and facility for the critical 1990 drought year and the more critical 1991 drought year. The District's surface water contract was reduced to 50% of normal supply in 1990, or 12,000 acre feet. In 1991 the contract was reduced to 25% of normal supply plus a carryover of 420 acre feet being allowed by the Bureau into the 1991 water year for a 6,420 acre feet supply. Use of the District's groundwater resource in 1990 represented 12 percent of the year's total production. 1991 groundwater production was 30 percent of the total District production.

The District currently has 3,898 service connections as listed in Table III. Although only 19 percent of the total service connections are devoted to agricultural they represent about 85 percent of the total water consumption in a normal year.

The water demand in 1988, shown in Table III, was 13,889 acre feet. Excluded from this total is 2,901 acre feet of unaccounted for water which represents 18 percent of the total 1988 production. Through an aggressive program to replace large non-functioning meters (4-inch through 8-inch) and controlling construction water, these losses were reduced to less than 8 percent in 1991.

SECTION 4. PROJECTED WATER USE (1992 - 1994) WITH NORMAL WATER SUPPLY

Projected consumption for the next three years (1992-1994) is estimated to increase at an annual rate of 2.5 percent overall. Table III shows the historical and projected water use assuming a normal supply is available. Residential demands have increased an average of 11.4 percent per year from 1988 through 1991. The 1991 residential consumption, as shown, was increased by 25% to normalize the amount to an estimate of non-drought year usage and then increased by 10 percent per year.

Commercial type demands have increased an average of five percent per year from 1988 through 1991. The commercial consumption total was normalized by the same methodology as the residential and then compared to the 1988 consumption to arrive at the average per cent of demand increase. There is a new college within the District that could increase this demand by eight percent if allowed to receive water in non-drought conditions. Additionally, a new elementary school is in the improvement plan review stage and is due to be opened in the fall of 1993, further adding to an increased commercial demand. For projection purposes, five percent is used.

Rural consumption has increased from about five percent in 1988 to about 10 percent in 1990. It was assumed that a 10 percent increase should remain constant for the duration of the projection. The 1991 rural consumption total was increased by 35 percent to normalize the amount to an estimate of non-drought year usage, and then increased by 10 percent per year.

Agricultural water demands have been decreasing at a four percent rate since 1988. This is due to customers being switched from agriculture rates to rural rates because they no longer qualify for the subsidized rate and the meter replacement

program. The new meters more accurately measure on farm deliveries thereby allowing for greater awareness of consumption by the user. It is anticipated that fewer customers will be switched from agricultural use in the future. The 1991 agricultural total, as shown, was increased by 35 percent to normalize the amount to an estimate of non-drought year usage which is projected to remain steady during the next two years.

**SECTION 5. WORST CASE WATER SUPPLY AVAILABILITY
FOR 1992, 1993, AND 1994**

The Bella Vista Water District contracts with the Bureau of Reclamation for its surface water source. The annual contracted diversion amount is for 24,000 acre feet with varying degrees of reduction during drought years. Table IV reflects a projection of the District's worst case water supply availability for 1992, 1993, and 1994. The assumption is predicated on a 25 percent water supply from the Bureau of Reclamation for the surface source with supplemental supplies coming from four existing groundwater wells. One new 600 gpm well will be coming on line mid-year 1992. In 1993 and 1994 two new wells are projected to come on line each year.

Should this worst case scenario become a reality, the District would be forced to reduce projected consumption levels by 40 percent in 1992, 32 percent in 1993, and 24 percent in 1994.

Early projections (February 1992) of water deliveries from the Bureau of Reclamation for water year 1992, indicate that there would be municipal and industrial (M&I) deliveries of at least 50 percent of the District's 1987, 1988, and 1989 averaged delivery with a consideration for growth. Indications were that agricultural deliveries would be zero.

Later projections increased the amounts to 50% M&I and 15% agricultural and, finally at the time of this writing, to 75% M&I and 25% agricultural water. The worst case surface water deliveries were computed using a 25% supply with an increase for growth. The 1992 surface source supply was increased by a 2.5 percent growth rate for 1993. The 1993 estimate was again increased by 2.5 percent for the 1994 projection assuming a 25% supply was declared. The growth demand would be accommodated by

hardship water from the Bureau.

Projections for utilization of existing and newly constructed groundwater wells are summarized in Table V, projected well production in 1992.

The District currently has four production wells operational with the newly drilled Well No. 6 due to come on line mid-year of 1992.

SECTION 6. STAGES OF ACTION

The Bella Vista Water District has developed, and adopted a four stage Drought Contingency Plan. Stage I of the plan encourages voluntary conservation whereas Stages II, III and IV have restrictions which are progressively more severe.

Stage I of the Drought Contingency Plan seeks to obtain a 10 percent reduction through voluntary programs. Many of these items in Stage I are communicated to District customers by way of billing inserts, newspaper advertising and by verbal communication as District Staff and personnel interact with the consumers.

Stages II, III and IV use a combination of pricing surcharges for usage above 1989 base year allotments to the Customer and District operation decisions that directly affect water production.

A copy of the Drought Contingency Plan is located in Appendix A at the end of this report.

Table IV shows at which supply level different stages of the Drought Contingency Plan are triggered. The base year for determining the stages and their percent of reduction is 1989, as this was the last pre-drought year in which the District has both production and consumption records.

SECTION 7. MANDATORY PROHIBITIONS ON WATER USE

Mandatory prohibitions on water use are triggered when Stage II of the District's Drought Contingency Plan is enacted by resolution of the District's Board of Directors. These mandatory prohibitions carryover into Stages III and IV.

With a moderate 25 percent reduction, new agricultural endeavors are prohibited as well as new commercial irrigation, landscaping of new common areas, and divider strips associated with new construction.

Under a severe (Stage III) 38 percent reduction, flow restrictors can be placed on any agricultural service that exceeds 60 percent plus 20 acre feet or 75 percent of their base year use, whichever is less. Flow restrictors may be placed on any rural service that exceeds 60 percent plus 3.33 acre feet or 75% of their base year use, whichever is less. The same applies on any residential or commercial account that exceeds 125 percent of their base year use.

SECTION 8. CONSUMPTION LIMITS

The District has adopted, by resolution, an allocation method for each customer type based on a percentage reduction of their base year (1989) usage. The Drought Contingency Plan in Section 6 outlines the reductions per user class.

The individual customer allotments are based on their actual 1989 consumption. This base year is used because the most accurate view of District wide customer consumption was obtained during this period due to a new computer billing program and this was the last pre-drought (normal) supply year. The allocations are provided to each individual water user.

Appendix C is a typical notification to the customer showing their 1989 water use and their current allocations.

SECTION 9. PENALTIES OR CHARGES FOR EXCESSIVE USE

The Bella Vista Water District's current rate structure per hundred cubic feet of usage is provided in Table VII. A customer who exceeds their established allotment shall pay a surcharge based upon the stage of the Drought Contingency Plan in effect at the time of the usage as indicated in the Table.

SECTION 10. ANALYSIS OF REVENUE AND EXPENDITURE IMPACTS

The District's annual income from water sales was \$971,002 in 1989, \$1,100,187 in 1990 and \$1,089,319 in 1991. Table VIII is the projected range of water sales by Stage. Table IX indicates the sources, types and quantities of water to supply the various stages. Table X shows the District revenue and expenditures and projected fiscal impacts of increased costs and reduced revenues due to shortages of water based on Table VIII sales ranges.

Establishment of a Rate Stabilization Fund. In order to mitigate the financial impacts of a water shortage, the District is establishing a Water Rate Stabilization Fund. The goal is to maintain the Fund at 75 percent of normal water revenue (excluding the base rate). This fund will be used to stabilize rates during periods of water shortages or disasters affecting the water supply. The District will not have to increase rates as much or as often during a prolonged or severe shortage.

However, even with the emergency fund, rate increases may be necessary during a prolonged water shortage. As described in Section 6 of this Plan, a Stage II shortage requires a 25 percent reduction in water deliveries while a Stage III requires a 35 percent reduction. The experiences of California water purveyors during the 1990-91 drought shortage demonstrated that actual water use reductions by customers are usually considerably larger than those requested by the supplier. During the 1990-91 drought shortage it was also politically difficult for many agencies to adopt the rate increases necessitated by a 20 to 50 percent reduction in sales. When a Water Shortage Emergency is declared, the supply shortage will trigger the appropriate rationing stage and may also trigger a rate increase.

Water rates increase by the following when the indicated stages are implemented:

Stage I	no rate increase
Stage II	a \$2.50 per month service charge
Stage III	a \$5.00 per month service charge
Stage IV	a \$7.50 per month service charge.

SECTION 11. IMPLEMENTATION OF THE PLAN

The Bella Vista Water District has adopted resolutions to declare a water shortage emergency which implemented the Drought Contingency Plan (please see the Appendix).

SECTION 12. WATER USE MONITORING PROCEDURES

Normal Monitoring Procedure. In normal water supply conditions, production figures are recorded daily. Totals are reported weekly to the Water Treatment Facility Supervisor. Totals are reported monthly to the District Engineer and incorporated into the water supply portion of the monthly report.

Water Shortages. During a declared water shortage weekly production figures are reported to the District Engineer. The District Engineer compares the weekly production to the target weekly production to verify that the reduction goal is being met. Weekly reports are forwarded to the Manager. Monthly reports are sent to the Board of Directors. If reduction goals are not met, the Manager will alert the Board of Directors so that corrective action can be taken.

SECTION 13. PLAN ADOPTION

The Bella Vista Water District prepared its Water Shortage Contingency Plan during the spring of 1990. Resolutions enacting specific stages have been adopted as follows:

<u>Stage</u>	<u>Action</u>	<u>Date</u>
I	Adopt	March 13, 1990
II	Adopt	June 12, 1990
III	Adopt	March 12, 1991
III	Modification	September 10, 1991

The amended plan was considered by the Board of Directors on April 28, 1992. The amended plan meets the requirements of subdivision (e) of California Water Code Section 10631.

Public meetings and the availability of copies of the initial plan were properly noticed in the Redding Record Searchlight. The District held public meetings and Board meetings on the plan on the following dates:

May 22, 1990	Stage II	Board meeting
June 12, 1990	Stage II	Public hearing
September 26, 1990	Moratorium	Public hearing
October 9, 1990	Moratorium	Board meeting
December 11, 1990	Stage II Amendments	Board meeting
March 12, 1991	Stage III	Public hearing
September 10, 1991	Stage III Modification	Board meeting
April 28, 1992	The Plan	Public hearing

- o Two meetings focused on a possible moratorium.
- o Five meetings focused on water rationing options.

This revised Water Shortage Contingency Plan was formally adopted by the District's Board of Directors on April 28, 1992.

APPENDIX A
DROUGHT CONTINGENCY PLAN SUMMARY

BELLA VISTA WATER DISTRICT

DROUGHT CONTINGENCY PLAN

STAGE I ALERT - MINOR (10%) REDUCTIONS REQUIRED - VOLUNTEER PROGRAM

- a) Notification/Education Programs (press releases, newsletters, meetings, literature and discussions).
- b) Warnings for waste, over-watering and leaks.
- c) Encourage new development to postpone landscaping and/or to plant water conserving plants.
- d) Encourage evening, night and early morning watering.
- e) Encourage use of private wells where approved cross-connection devices are available.
- f) Reduce flushing of lines.
- g) Some use of standby wells (500 ac ft).
- h) Backwash filters less often.
- i) Encourage use of efficient irrigation systems (drip, sprinkler, etc.)
- j) Encourage water reducing methods in household use (hand wash dishes, low flow shower heads, patio sweeping, etc.)
- k) Encourage unnecessary filling of ponds, pools, etc.

STAGE II ALERT - MODERATE (25%) REDUCTIONS REQUIRED

- a) Price surcharge after 75% of base year use.
- b) Additional warnings for waste.
- c) Additional use of supplemental well supplies (1500 ac ft).
- d) No filling of new ponds.
- e) No new irrigation water and no new commercial (common areas, divider strips, etc.) landscaping.
- f) Flush lines only upon severe problems.
- g) No jetting of trenches.
- h) Reduced allotment for new customers.

STAGE III ALERT - SEVERE (38%) REDUCTIONS REQUIRED

- a) Agriculture and Rural water use shall be reduced to 60% of base year use.

For annual Agricultural use above 60% but less than 67.5%, a surcharge of \$165 per ac ft shall apply. For use above 67.5% a surcharge of \$330 per ac ft shall apply.

For Rural bimonthly use above 60% but less than 60% + 1.67 ac ft, a surcharge of \$165 ac ft shall apply. For bimonthly use above 60% + 1.67 ac ft a surcharge of \$330 per ac ft shall apply.

Residential (municipal and industrial) and commercial water use shall be reduced to 75% of base year bimonthly use.

For bimonthly use above 75% but less than 100%, a surcharge of \$0.50 per 100 cu ft shall apply. For bimonthly use above 100% a surcharge of \$1.00 per 100 cu ft shall apply.

- b) A \$5.00 per month drought service charge will be assessed to all accounts except this service charge shall be waived in any bimonthly billing period where the usage is less than 300 gallons per service.
- c) Adjust minimums to eliminate base allotment to reward conservation.
- d) Additional use of supplemental well supplies (3000 ac ft).
- e) Flow restrictors to one gallon per minute will be placed on any Agricultural service that exceeds 60% + 20 ac ft or 75% of their base year use, whichever is less and on any rural service that exceeds 60% + 3.33 ac ft or 75% of their base year use, whichever is less, and on any residential or commercial account that exceeds 125% of their base year use and for new customers, the amount granted by the District's Drought Resolution.
- f) No flushing of lines except for extreme emergencies.
- g) No water for construction (provide water to contractors as available from filter backwash ponds).
- h) Further reduction of new customer allotment to 300 gallons per house per day. (No change in allotments for customers who connected during Stage II.)
- i) District to drill new wells (4,000 ac ft).

STAGE IV ALERT - SEVERE (50%) REDUCTIONS REQUIRED

- a) Surcharges along with severe penalties (\$\$\$) for anyone exceeding their allotment.
- b) No filling of ponds (except for commercial aquaculture).
- c) Increase in drought service charge.
- d) No new hookups.

APPENDIX B
RESOLUTION 90-10
STAGE II DROUGHT EMERGENCY PLAN

BELLA VISTA WATER DISTRICT

RESOLUTION NUMBER 90-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BELLA VISTA WATER DISTRICT ENACTING STAGE II OF THE DROUGHT EMERGENCY PLAN.

WHEREAS, the Bella Vista Water District has contracted with the U.S. Bureau of Reclamation for a water supply from the Sacramento River in the annual amount of 24,000 acre feet;

WHEREAS, California is experiencing drought conditions for the fourth straight year;

WHEREAS, the U.S. Bureau of Reclamation has notified the Bella Vista Water District that the District will only be supplied 12,000 acre feet of water from Federal facilities during the 1990 calendar year;

WHEREAS, the District used a total of almost 15,000 acre feet during 1989 and expects to use more during 1990 due to the extremely dry weather, along with an increase in the number of customers since 1989;

WHEREAS, it is the desire of the Board of Directors to set forth its policy for a drought emergency plan and a declaration that a water shortage emergency exists;

WHEREAS, the Board of Directors has determined that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply available to Bella Vista Water District to the extent that there would be insufficient water for human consumption, sanitation and fire protection.

NOW, THEREFORE, be it resolved by the Board of Directors of the Bella Vista Water District and hereby declared that there is a water shortage emergency and that the following policy to manage the emergency, numbers I through VI, shall be enacted and shall read as follows:

I. PURPOSE

The purpose of this Resolution is to establish a Drought Emergency Plan to equitably distribute the available water to the District's customers and to ensure an adequate supply for human consumption, sanitation and fire protection. This Resolution is adopted pursuant to Water Code Section 350 and following, and Section 375 and following.

II. RESTRICTIONS

All District agricultural customers shall reduce their annual usage of District water to 75 percent of the amount used by that customer/property during the previous year.

Exception: Where the customer does not exceed the amounts shown below, no surcharge shall apply:

<u>Meter Size</u>	<u>Acre Feet</u>
1" & 1-1/2"	3.0
2" & 3"	3.75
4"	7.5
6"	15.0
8" & Larger	37.5

All District rural customers shall reduce their usage of District water each bi-monthly billing period to a maximum of 75 percent of the amount used by that customer/property during the same bi-monthly period last year (1989).

Exception: Where the customer does not exceed the amounts shown below, no surcharge shall apply:

<u>Meter Size</u>	<u>Cubic Feet</u>
1" & 1-1/2 "	21,780
2" & 3"	27,225
4"	54,450
6"	108,900
8" & Larger	272,250

All District municipal/domestic and commercial (or a combination) customers shall reduce their usage of District water each bi-monthly billing period to a maximum of either seventy-five percent (75%) of the amount used by that customer during the same bi-monthly period last year (1989) or to the amounts shown for new customers below, whichever is greater.

All new customers shall be granted the following (based on 75 percent of average municipal/domestic use for 1989):

5600 cubic feet (customers billed July 16 - Sept. 15)
5500 cubic feet (customers billed Sept. 16 - Nov. 15)
2300 cubic feet (customers billed Nov. 16 - Jan. 15)

(New customers are new meter installations purchased after date of this Resolution).

The following restrictions will apply to all water use:

- a. No filling of new ponds or new lakes and no new commercial irrigation or agricultural irrigation shall be permitted.
- b. No transfer of water will be allowed between existing customers or to other locations.

General Manager shall report a summary of compliance to the Board at each Regular Board Meeting.

III. SURCHARGE FOR EXCESSIVE USAGE

Beginning June, 1990, and each month thereafter for the duration of the enforcement of this Resolution, every customer shall, in addition to the existing rates, pay a surcharge for usage of water in excess of amounts allowed in Section II. The cost of this water surcharge above the amount as determined by the recorded meter reading shall be as listed below:

Municipal/Domestic & Commercial	\$ 0.25 per 100 cubic feet
Rural	\$ 0.11 per 100 cubic feet
Agricultural	\$47.00 per acre foot

IV. EXCEPTIONS AND/OR VARIANCES

For hardship cases only, variances may be granted from any of the above restrictions upon application in writing stating in detail the circumstances warranting special consideration. Appeals of decisions made by the General Manager may be taken to the District's Drought Committee. Applications will only be accepted after the customer has received a bill with at least 60 days billing following the date of adoption of this ordinance.

This ordinance shall not apply to residences within the Parkwood V and Willowbrook Subdivisions who are temporarily being served water by the City of Redding.

V. PUBLIC NOTICE

- a. The Secretary of the Board is directed to publish this Resolution in accordance with Government Code Section 6061 and Water Code Section 375.
- b. The Secretary of the Board is directed to send by direct mail a summary of this Resolution to each customer in the District.

VI. DURATION

These restrictions shall remain in full force and effect until the rescission of this Resolution, or modification of a part thereof, by the Board of Directors.

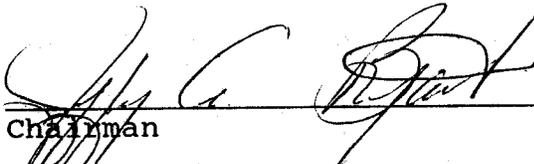
PASSED AND ADOPTED by the Board of Directors of the Bella Vista Water District, 4015 Highway 299 East, Redding, California, County of Shasta, this 12th day of June, 1990.

AYES: Jeff Bryant, Nancy Polk, Kenneth Elwood

NOES: None

ABSENT: Elmer Persing, Jim McCollum

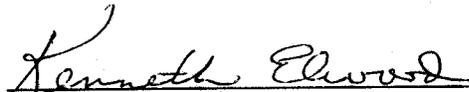
ABSTAINED: None



Chairman



Vice Chairman



Director

APPENDIX C

RESOLUTION 91-7

STAGE III DROUGHT EMERGENCY PLAN

BELLA VISTA WATER DISTRICT
COUNTY OF SHASTA, CALIFORNIA

Resolution No. 91-7

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BELLA VISTA WATER DISTRICT ENACTING STAGE III
OF THE DROUGHT EMERGENCY PLAN

RECITALS

A. The Bella Vista Water District has previously enacted and adopted its Resolution 90-10, entitled "Stage II of the Drought Emergency Plan." Adoption of the Drought Emergency Plan was based on the following findings:

(1) The Bella Vista Water District has contracted with the United States Bureau of Reclamation for a water supply from the Sacramento River in the annual amount of 24,000 acre feet.

(2) California is experiencing drought conditions for the fourth straight year.

(3) The District used a total of nearly 15,000 acre feet during 1989, and expects to use more during 1990 due to the extremely dry weather, along with an increase in the number of customers since 1989.

(4) The Board of Directors determined that the ordinary demands and requirements of water consumers could not be satisfied without depleting the water supply available to the Bella Vista Water District to the extent that there would be insufficient water for human consumption, sanitation and fire protection.

(5) That the Board of Directors has determined that there is a water shortage emergency.

B. Resolution 90-10 was adopted by the Board on June 12, 1990, and pursuant to Water Code Sections 350, and following, a water shortage emergency was declared. Such declaration of a water shortage emergency has not been revoked or amended since the date of its declaration.

C. Part of the basis for declaration of a water shortage emergency during 1990 was the mandatory cut-back imposed by the United States Bureau of Reclamation. The Bureau imposed a 50% reduction in available supply to the Bella Vista Water District for 1990, thereby making only 12,000 acre feet of water available from the District's normal contract allotment.

D. Because of the continuing severity of the drought into the Winter of 90-91, the United States Bureau of Reclamation has, as of February 14, 1991, imposed a 75% mandatory reduction on contracts in order to preserve the existing supply. As a result, the Bella Vista Water District will have available only 6,000 acre

feet of its normal 24,000 acre foot contract allotment from Bureau supplies at the Sacramento River. In the absence of substantial and continuous rainfall, the Bureau has predicted that its water supplies from the Central Valley Project may be nearly depleted. Predictions are that by September 1991, the Central Valley Project will have less than 3% of the total capacity of the project remaining in storage. If Bureau supplies are depleted to the levels predicted, it is probable that the Bella Vista Water District will receive little or no water from the Bureau during the 1991-92 water year.

E. The Board of Directors has previously determined that the ordinary demands and requirements of water consumers within the District cannot be satisfied without depleting the water supply available to the Bella Vista Water District to the extent that there would be insufficient water for human consumption, sanitation and fire protection under current conditions. The Board hereby reaffirms that determination.

* * * * *

RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Bella Vista Water District as follows:

1. **Enactment of Stage III:** Due to the continuing severity of the drought, and based in part on the conditions set forth above, the Board of Directors hereby enacts "Stage III" of the Drought Contingency Plan.

2. **Restrictions:**

(a) Agricultural. All District agricultural customers shall reduce their annual usage of District water to 60% of the amount used by that customer/property during 1989. For annual agricultural use above 60% but less than 67.5%, a surcharge of \$165 per acre foot shall apply. For use above 67.5%, a surcharge of \$330 per acre foot shall apply.

(b) Rural. All District rural customers shall reduce their usage of District water each bimonthly period to a maximum of 60% of the amount used by that customer/property during the same bimonthly period in 1989. For Rural bimonthly use above 60% but less than 60% + 1.67 acre feet, a surcharge of \$165 per acre foot shall apply. For bimonthly use above 60% + 1.67 acre feet, a surcharge of \$330 per acre foot shall apply.

(c) Municipal and Industrial. Any District municipal, industrial and commercial (or a combination) customer who was receiving BVWD service prior to adoption of this Resolution shall continue their reduced usage of District water each bimonthly period to a maximum of 75% of the amount used by that customer during the same bimonthly period in 1989.

Customers connected to the system after adoption of Stage II shall be granted the following (based on 75% of average municipal/domestic use for 1989):

2500 cubic feet (customers billed January 16 - March 15)
3500 cubic feet (customers billed March 16 - May 15)
4500 cubic feet (customers billed May 16 - July 15)
5600 cubic feet (customers billed July 16 - September 15)
5500 cubic feet (customers billed September 16 - November 15)
2300 cubic feet (customers billed November 16 - January 15)

For bimonthly use above 75% but less than 100%, a surcharge of \$0.50 per 100 cubic feet shall apply. For bimonthly use above 100%, a surcharge of \$1.00 per 100 cubic foot shall apply.

(d) New Customers. New customers connecting to the BVWD system after the date of this Resolution shall be granted a maximum daily usage of 300 gallons per house, irrespective of the type of installation or the meter size installed. Any new customers exceeding the foregoing maximum daily use shall be surcharged \$1.00 for each additional 100 cubic foot of water used in excess of the maximum daily use.

(e) Drought Service Charge. All customers will receive a \$5.00 per month drought service charge. This charge will be waived for any customer account using less than 300 gallons per house per day or 2400 cubic feet bimonthly.

(f) Rate Adjustments. All rates are hereby adjusted to eliminate minimum allotments as shown in Exhibit "A" hereto.

(g) Other Restrictions. No water for construction shall be supplied, except for any excess supply that might be available to contractors from the District filter backwash ponds. Such water may be supplied only on an "as available" basis.

3. Penalties. In addition to the surcharges provided for above, in the event a District customer exceeds the maximum usage amounts set forth in paragraphs 2(a) through (e) or violates any other applicable restriction in this Resolution, or in the Stage II restrictions previously adopted, the District reserves the right to install water flow restriction devices on such customer's connections as follows:

(a) Agricultural and Rural. Flow restrictors of one gallon per minute shall be installed on any agricultural service that exceeds 60% + 20 acre feet or 75% of their base year use, whichever is less, and on any rural service that exceeds 60% + 3.33 acre feet or 75% of their base year bimonthly use, whichever is less.

(b) Municipal and Industrial. Flow restrictors of one gallon per minute shall be installed on any municipal, industrial or commercial water service (which includes residential and any new service connection) that exceeds 125% of their base year bimonthly use, or in the case of new customers, 125% of the amount granted under this Resolution.

4. **Interpretation of Stage III Provisions:** In the event any of the restrictions set forth in this Resolution are in conflict with the provisions of Stage II of the Drought Emergency Plan, as adopted in Resolution No. 90-10, the terms in this Resolution shall control. All other provisions of Stage II of the Drought Emergency Plan not specifically amended by this Resolution remain in full force and effect.

5. **Public Notice.** Notice as required by law in connection with adoption of Stage II of the Drought Emergency Plan has been given. To the extent that the restrictions contained in this Resolution are greater than those in Stage II, the Secretary of the Board is hereby directed to send a direct mail summary of the terms of applicable restrictions to each customer in the District.

6. **Duration.** These restrictions (and the restrictions set forth in Stage II are effective as of the date hereof, and shall remain in full force and effect until the rescission of this Resolution, or further modification of a part thereof, by the Board of Directors.

PASSED AND ADOPTED by the Board of Directors of the Bella Vista Water District this 12th day of March 1991 by the following vote:

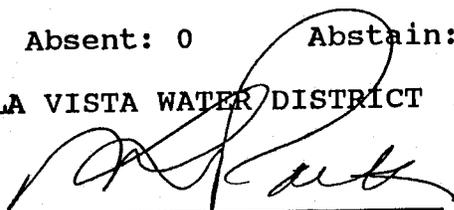
Ayes: 5

Noes: 0

Absent: 0

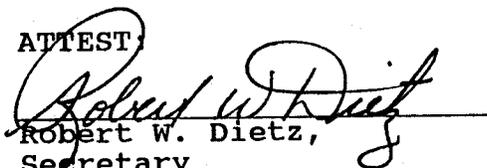
Abstain: 0

BELLA VISTA WATER DISTRICT

By: 

Nancy L. Polk,
President of the Board of
Directors

ATTEST


Robert W. Dietz,
Secretary

BELLA VISTA WATER DISTRICT
RESIDENTIAL BIMONTHLY DROUGHT WATER RATE SCHEDULE

EFFECTIVE MARCH 12, 1991

All existing customers shall reduce their usage to 75% of the amount used during the same bimonthly period of 1989.

A restrictor will be installed where usage is above 125%.

STANDARD RATE SCHEDULE

5/8" and 3/4" Meter	Base Rate	\$25.00
	Each 100 cu ft	0.25
1" Meter	Base Rate	\$22.50
	Each 100 cu ft	0.25
1-1/2" Meter	Base Rate	\$20.00
	Each 100 cu ft	0.25
2" Meter	Base Rate	\$15.00
	Each 100 cu ft	0.25
Additional Units	Base Rate, per Unit	\$25.00

DROUGHT CHARGE SCHEDULE

Drought Service Charge:

Use above 2,400 cu ft bimonthly \$10.00

Surcharges:

Use above 75% - each 100 cu ft 0.50
Use above 100% - each 100 cu ft 1.00

A restrictor will be installed where usage is above 125%

BELLA VISTA WATER DISTRICT
RURAL BIMONTHLY DROUGHT WATER RATE SCHEDULE

EFFECTIVE MARCH 12, 1991

All existing customers shall reduce their usage to 60% of the amount used during the same bimonthly period of 1989.

STANDARD RATE SCHEDULE

1" and 1-1/2" Meter	Base Rate	\$ 42.39
	Each 100 cu ft	0.055
2" and 3" Meter	Base Rate	\$ 44.21
	Each 100 cu ft	0.055
4" Meter	Base Rate	\$ 46.74
	Each 100 cu ft	0.055
6" Meter	Base Rate	\$ 48.48
	Each 100 cu ft	0.055
8" Meter	Base Rate	\$ 53.99
	Each 100 cu ft	0.055
Additional Units	Base Rate, per Unit	\$28.90

DROUGHT CHARGE SCHEDULE

Drought Service Charge:

Use above 2,400 cu ft bimonthly \$ 10.00

Surcharges:

Use above 60%, per acre foot 165.00

Use above 60% + 1.67 acre foot,
per acre foot 330.00

A restrictor will be installed where usage is above 60% + 3.33 acre feet or 75%, whichever is less.

BELLA VISTA WATER DISTRICT
AGRICULTURAL DROUGHT WATER RATE SCHEDULE

EFFECTIVE MARCH 12, 1991

All District agricultural customers shall reduce their annual usage of District water to 60% of the amount used by that customer/property owner during 1989.

BIMONTHLY RATE SCHEDULE

All Meter Sizes	Base Rate	\$ 45.00
	Each acre foot	8.50
Additional Units	Base Rate, per Unit	\$ 30.00

DROUGHT CHARGES

Drought Service Charge \$ 10.00

Surcharges:

For annual agricultural use above 60% of the 1989 Base allotment the following surcharges shall apply:

Use above 60%, per acre foot	\$165.00
Use above 67.5%, per acre foot	330.00

A restrictor will be installed where usage is above 60% + 20 acre feet or 75%, whichever is less.

BELLA VISTA WATER DISTRICT
COMMERCIAL BIMONTHLY DROUGHT WATER RATE SCHEDULE

EFFECTIVE MARCH 12, 1991

All existing customers shall reduce their usage to 75% of the amount used during the same bimonthly period of 1989.

STANDARD RATE SCHEDULE

5/8", 3/4" and 1" Meter	Base Rate	\$32.60
	Step 1. First 5,600 C.F, per 100 C.F.	0.15
	Step 2. Each additional 100 C.F.	0.25
1-1/2" Meter	Base Rate	\$35.00
	Step 1. First 12,000 C.F, per 100 C.F.	0.15
	Step 2. Each additional 100 C.F.	0.25
2" Meter	Base Rate	\$34.00
	Step 1. First 16,000 C.F, per 100 C.F.	0.15
	Step 2. Each additional 100 C.F.	0.25
3" Meter	Base Rate	\$33.00
	Step 1. First 24,000 C.F, per 100 C.F.	0.15
	Step 2. Each additional 100 C.F.	0.25
4" Meter	Base Rate	\$31.00
	Step 1. First 38,000 C.F, per 100 C.F.	0.15
	Step 2. Each additional 100 C.F.	0.25
6" Meter	Base Rate	\$28.34
	Step 1. First 52,000 C.F, per 100 C.F.	0.15
	Step 2. Each additional 100 C.F.	0.25
8" Meter	Base Rate	\$35.00
	Step 1. First 70,000 C.F, per 100 C.F.	0.15
	Step 2. Each additional 100 C.F.	0.25
10" Meter	Base Rate	\$42.00
	Step 1. First 82,000 C.F, per 100 C.F.	0.15
	Step 2. Each additional 100 C.F.	0.25
Additional Units	Base Rate, per Unit	\$25.00

DROUGHT CHARGE SCHEDULE

Drought Service Charge:		
Use above 2,400 cu ft bimonthly		\$10.00
Surcharges:	Use above 75% - each 100 cu ft	0.50
	Use above 100% - each 100 cu ft	1.00

A restrictor will be installed where usage is above 125%.

BELLA VISTA WATER DISTRICT

NEW CUSTOMERS BIMONTHLY DROUGHT WATER RATE SCHEDULE

EFFECTIVE MARCH 12, 1991

All new customers shall reduce their usage to 300 gallons per day per household or 2,400 cubic feet per billing period.

STANDARD RATE SCHEDULE

All Meter Sizes	Base Rate	\$25.00
	Each 100 cu ft	0.25
Additional Units	Base Rate, per Unit	\$25.00

DROUGHT CHARGES

Drought Service Charge:

Use above 2,400 cu ft \$10.00

Surcharge:

Use above 2,400 cu ft, per 100 cu ft 1.00

A restrictor will be installed where usage is above 125%.

APPENDIX D

TYPICAL CUSTOMER NOTIFICATION

BELLA VISTA WATER DISTRICT

AREA NUMBER 63 GROUP NUMBER 2 PROPERTY NUMBER _____
CUSTOMER NUMBER _____ METER SEQUENCE NUMBER 33000
METER DIAL TYPE CF NUMBER OF DIGITS 6
TYPE OF SERVICE AG METER SIZE 2"

AGRICULTURAL WATER USE INFORMATION:

1989 BASE YEAR ANNUAL WATER USE 3.03 ACRE FEET

60% OF THE AMOUNT SHOWN ABOVE 1.82 ACRE FEET

1991 DROUGHT YEAR ALLOTMENT 2.40 ACRE FEET

MONTH	A.F. BIMONTHLY USAGE	A.F. AMOUNT REMAINING
FEBRUARY	<u>.04</u>	<u>2.36</u>
APRIL		
JUNE		
AUGUST		
OCTOBER		
DECEMBER		

COMMENTS: _____

BELLA VISTA WATER DISTRICT

[LABEL]

AREA NUMBER 63 GROUP NUMBER 2 PROPERTY NUMBER _____
 CUSTOMER NUMBER _____ METER SEQUENCE NUMBER 33000
 METER DIAL TYPE C.F. NUMBER OF DIGITS 6
 TYPE OF SERVICE RU. METER SIZE 2"

YEAR 1989	1989 USAGE	1991 ALLOWANCE	
JANUARY			
FEBRUARY	1755	13310	
MARCH			
APRIL	23495	17621	
MAY			
JUNE	17323	12992	
JULY			
AUGUST	24770	18578	
SEPTEMBER			
OCTOBER	12945	9709	
NOVEMBER			
DECEMBER	59023	44267.	
TOTALS			

COMMENTS: _____

APPENDIX J – 2009 WATER SHORTAGE RESOLUTIONS

**BELLA VISTA WATER DISTRICT
COUNTY OF SHASTA**

Resolution No. 09-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BELLA VISTA WATER DISTRICT ENACTING STAGE IV OF THE
DISTRICT'S WATER SHORTAGE CONTINGENCY PLAN**

WHEREAS, the Bella Vista Water District has contracted with the U.S. Bureau of Reclamation for a water supply from the Central Valley Project via the Sacramento River in the annual amount of 24,578 acre feet; subject to shortage provisions;

WHEREAS, California is experiencing dry conditions for a third year and 2009 has been designated a "critically dry" year type by the U.S. Bureau of Reclamation for Central Valley Project Water Allocation Purposes;

WHEREAS, the U. S. Bureau of Reclamation has notified the Bella Vista Water District that the District will likely receive no Irrigation water and only 3,194 acre-feet of contracted Municipal and Industrial (M&I) Project Water from the Central Valley project during the 2009 water year, defined as March 1, 2009 through February 28, 2010;

WHEREAS, the District used a total of 15,559 acre feet during water year March 1, 2007 to February 28, 2008 and, without cutbacks by District customers, would expect to use more during the 2009 water year due to dry conditions;

WHEREAS, the Board of Directors has determined that voluntary water conservation measures will not be adequate to accommodate the anticipated demand for water without depleting the water supply available to Bella Vista Water District to the extent that there would be insufficient water for human consumption, sanitation and fire protection.

NOW, THEREFORE, be it resolved by the Board of Directors of the Bella Vista Water District and hereby declared that there is a water shortage emergency and that the following plan to manage the emergency, numbers I through V, shall be enacted and shall read as follows:

I. PURPOSE

The purpose of this Resolution is to establish a Water Shortage Contingency Plan to equitably distribute the available water to the District's customers and to ensure an adequate supply for human consumption, sanitation and fire protection. This Resolution is adopted pursuant to Water Code Section 350 and following, and Section 375 and following.

For all stages of this plan, the Water Allocation Year is from March 1 through February 28. The Water Consumption figures of the 2007 water year will be the base year figures used for allocation throughout this water shortage.

II. RESTRICTIONS, PROHIBITIONS AND SURCHARGE

Beginning March 3, 2009, all District Rural and Residential customers shall be charged a drought surcharge of \$2.04 per hundred cubic foot for all water usage above sixty seven percent (67%) of the amount used by that customer during the same bimonthly period during the base year (March 1, 2007 through February 28, 2008).

Beginning March 3, 2009, all District Commercial and Public Institutional customers shall be charged a drought surcharge of \$2.04 per hundred cubic foot for all water usage above eighty percent (80%) of the amount used by that customer during the same bimonthly period during the base year (March 1, 2007 through February 28, 2008).

Beginning March 3, 2009, all District Agricultural and Aquacultural customers will receive no Irrigation water; however, they will receive at a charge equal to current M&I rates an allocation of M&I water for public health and safety use purposes equal to the amount set forth below for new residential customers. As a result they shall be charged a first tier drought surcharge of \$0.41 per 100 cubic feet for all water usage up to the amounts set forth below for public health and safety use purposes. All usage above the allocations shown in the table below shall be charged an additional surcharge of \$2.04 per 100 cubic feet at the second tier of the drought surcharge for a total surcharge of \$2.45 per 100 cubic feet (a total cost of \$2.50 per 100 cubic feet). In addition, all consumption will be charged in 100 cubic feet increments.

New service applications may be granted upon the condition that the water shall be used for internal household purposes only and that landscaping must be delayed until drought conditions are lifted.

All new Residential customers and existing Agricultural and Aquacultural customers shall be granted the following allocation for public health and safety use purposes:

- 19 hundred cubic feet (customers billed March 16 - May 15)
- 39 hundred cubic feet (customers billed May 16 - July 15)
- 57 hundred cubic feet (customers billed July 16 - September 15)
- 62 hundred cubic feet (customers billed September 16 - November 15)
- 18 hundred cubic feet (customers billed November 16 - January 15)
- 12 hundred cubic feet (customers billed January 16 - March 15)

(Applicable to all current existing Agricultural and Aquacultural customers, to all existing services with no previous consumption history, and to all new meter installations purchased after the date of this Resolution).

The following restrictions will apply to all water use:

- a. No filling of new ponds or new lakes and no new commercial irrigation or agricultural irrigation shall be permitted
- b. No outside watering during daytime hours
- c. No new landscaping for new development
- d. Construction and hauled water is \$2.50 per hundred cubic feet and limited to construction activities and use within the District.
- e. No water deliveries for any use whatsoever outside the District. This includes property owners filling up water tanks that do not reside within the District.

The General Manager shall provide a summary report of compliance to the Board at each Regular Board Meeting. Any customer who willfully neglects to adhere to the prohibitions will be issued a written warning, and automatically referred to the District's Board of Directors for corrective action necessary to insure compliance.

III. EXCEPTIONS AND/OR VARIANCES

For residential hardship cases only, variances may be granted from any of the above restrictions upon application, addressed to the General Manager in writing, stating in detail the circumstances warranting special consideration. Applications will only be accepted after the customer has received a bill with at least 60 days of billing following the date of adoption of this ordinance. Appeals of decisions made by the General Manager may be taken to the District's Drought Committee.

For all other hardship cases, variances may be granted only by the Board of Directors. It must be recognized that due to the water shortage emergency the District has very limited ability to grant exceptions and/or variances to the Water Shortage Contingency Plan.

IV. PUBLIC NOTICE

- a. The Secretary of the Board is directed to publish this Resolution in accordance with Government Code Section 6061 and Water Code Section 375.
- b. The Secretary of the Board is directed to publish a summary of this Resolution on the District's internet web site (www.bvwd.org) and include it in the newsletter sent to each customer in the District.

V. DURATION

These restrictions shall remain in full force and effect until the rescission of this Resolution, or modification of a part thereof, by the Board of Directors.

Passed and Adopted this 23rd day of February 2009, by the following vote:

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

BELLA VISTA WATER DISTRICT

By: 
Todd R. Sikes, President of the Board of Directors

ATTEST:


David J. Coxe, Secretary

**BELLA VISTA WATER DISTRICT
COUNTY OF SHASTA**

Resolution No. 09-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BELLA VISTA WATER DISTRICT ADOPTING SUPPLEMENTAL WATER PROGRAM**

WHEREAS, the Bella Vista Water District has contracted with the U.S. Bureau of Reclamation for a water supply from the Central Valley Project (CVP) via the Sacramento River in the annual amount of 24,578 acre feet; subject to shortage provisions;

WHEREAS, California is experiencing dry conditions for a third year and 2009 has been designated a "critically dry" year type by the U.S. Bureau of Reclamation for Central Valley Project water supply allocation Purposes.

WHEREAS, the U. S. Bureau of Reclamation has notified the Bella Vista Water District that the District will likely receive only a 5 percent allocation for agricultural purposes and only 55 percent of Municipal and Industrial (M&I) use from the Central Valley project during the 2009 water year, defined as March 1, 2009 through February 28, 2010;

WHEREAS, the District will not receive a full contract supply in this and perhaps in subsequent years due to physical drought conditions, the implementation of the Central Valley Project Improvement Act, the Endangered Species Act and numerous environmental regulations. These regulatory measures have substantially reduced the reliability and available water supply to the CVP.

WHEREAS, the Board of Directors has determined that it is necessary to augment the District's supply and has demined that a voluntary, subscription based Supplemental Water Program for Agricultural and Aquacultural customers is necessary and appropriate in order to facilitate the water supply needs of those customer classes that have had their supply most significantly reduced.

NOW, THEREFORE, be it resolved by the Board of Directors of the Bella Vista Water District the adoption of a subscription based Supplemental Water Program to be utilized in shortage years and attached hereto as Exhibit A or as revised or superseded.

Passed and Adopted this 13th day of April 2009, by the following vote:

Ayes: 3 Noes: 0 Absent: 2 Abstain: 0

BELLA VISTA WATER DISTRICT

By: _____

Todd R. Sikes, President of the Board of Directors

ATTEST:



David J. Coxey, Secretary

**BELLA VISTA WATER DISTRICT
COUNTY OF SHASTA**

Resolution No. 09-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BELLA VISTA WATER DISTRICT ENACTING WATER SHORTAGE EMERGENCY
MEASURES**

WHEREAS, the Bella Vista Water District is a public water agency empowered to provide water service within its boundaries; and

WHEREAS, the Bella Vista Water District has contracted with the U.S. Bureau of Reclamation for a water supply from the Central Valley Project via the Sacramento River in the annual amount of 24,578 acre feet; subject to shortage provisions;

WHEREAS, California is experiencing dry conditions for a third year and 2009 has been designated a "critically dry" year type by the U.S. Bureau of Reclamation based on the Sacramento Valley Index for Central Valley Project Water Allocation Purposes;

WHEREAS, the U. S. Bureau of Reclamation has notified the Bella Vista Water District that the District will receive a Project Water supply of only 65 percent of Historic Use for Municipal and Industrial (M&I) purposes and only 15 percent for Agricultural purposes, based on the Bureau of Reclamations Draft M&I Shortage Policy, for the 2009 water year, defined as March 1, 2009 through February 28, 2010;

WHEREAS, the District used a total of 15,559 acre feet during water year March 1, 2007 through February 28, 2008 and, without cutbacks by District customers, would expect to use more during the 2009 water year due to dry conditions;

WHEREAS, the Board of Directors has determined that voluntary water conservation measures will not be adequate to accommodate the anticipated demand for water making it necessary to adopt and enforce necessary drought measures.

NOW, THEREFORE, be it resolved by the Board of Directors of the Bella Vista Water District and hereby declared that there is a water shortage emergency and that the following plan to manage the emergency, numbers I through V, shall be enacted and shall read as follows:

I. PURPOSE

The purpose of this Resolution is to supersede previously adopted water shortage emergency measures and establish a Water Shortage Contingency Plan to equitably distribute the available water to the District's customers and to ensure an adequate supply for human consumption, sanitation and fire protection. This Resolution is adopted pursuant to Water Code Section 350 and following, and Section 375 and following.

For all stages of this plan, the Water Allocation Year is from March 1st through February 28. The Water Consumption figures of the 2007 water year will be the base year figures used for allocation throughout this water shortage.

II. SURCHARGES, RESTRICTIONS AND PROHIBITIONS

A. Beginning May 1, 2009, all District Rural and Residential customers shall be charged a drought surcharge of \$0.35 per hundred cubic foot (HCF) for all water usage above seventy percent (70%) of the amount used by that customer during the same bimonthly period during the base year (March 1, 2007 through February 28, 2008).

B. Beginning May 1, 2009, all District Commercial and Public Institutional customers shall be charged a drought surcharge of \$0.35 per hundred cubic foot (HCF) for all water usage above eighty percent (80%) of the amount used by that customer during the same bimonthly period during the base year (March 1, 2007 through February 28, 2008).

C. Beginning May 1, 2009, all District Agricultural and Aquacultural customers shall be charged a drought surcharge of \$330 per acre-foot for all water usage above thirty five percent (35%) of the cumulative amount used by that customer during the base year (March 1, 2007 through February 28, 2008).

D. New service applications may be granted; upon the condition that the water shall be used for internal household purposes only, and that landscaping must be delayed until drought conditions are lifted. All new Residential customers shall be granted the following allocation:

- 19 hundred cubic feet (customers billed March 16 - May 15)
- 39 hundred cubic feet (customers billed May 16 - July 15)
- 57 hundred cubic feet (customers billed July 16 - September 15)
- 62 hundred cubic feet (customers billed September 16 - November 15)
- 18 hundred cubic feet (customers billed November 16 - January 15)
- 12 hundred cubic feet (customers billed January 16 - March 15)

(Applicable to all existing services with no previous consumption history, and to all new meter installations purchased after the date of this Resolution).

Customers subject to and exceeding the quantities above shall be charged a drought surcharge of \$0.35 per hundred cubic foot (HCF) for all water usage above the listed amounts per bimonthly billing period.

E. The following restrictions will apply to all water use:

- a. No filling of new ponds or new lakes and no new commercial irrigation or agricultural irrigation shall be permitted;
- b. Construction and hauled water shall be \$2.50 per hundred cubic foot (HCF) and limited to construction activities and use within the District;
- c. With the exception of active fire fighting operations, there shall be no water deliveries outside the District. This includes hauled water for property owners that do not reside within the District.

F. The District strongly encourages its customers to:

- a. Adjust sprinklers and irrigation systems to avoid overspray, runoff and waste;
- b. Avoid watering lawns in the hot part of the day (i.e., between 9 a.m. and 7 p.m.) and on windy days;
- c. Install new drought tolerant landscaping, and efficient irrigation systems;
- d. Not hose down driveways, sidewalks and other paved surfaces, except when necessary for health or sanitary reasons;
- e. Install pool and spa covers to minimize water loss due to evaporation;
- f. Not allow the hose to run while washing any vehicle and to use a bucket or a hose with an automatic shutoff valve;
- g. Retrofit indoor plumbing fixtures with low-flow devices; and

- h. Check faucets, toilets and pipes, both indoor and outdoor, including house service laterals and sprinkler piping, for leaks and repair them immediately, or upon demand of the District.

G. Any customer who willfully neglects to adhere to the prohibitions herein or utilizes water in a wasteful or unreasonable manner will be issued a written warning. A Second offense will result in a penalty of \$200. A third offense will result in the termination of water service until remedied to the satisfaction of the General Manager.

H. The General Manager shall provide a water supply update and summary of compliance to the Board at each Regular Board Meeting.

III. EXCEPTIONS AND/OR VARIANCES

For residential hardship cases only, variances may be granted from any of the above restrictions upon application, addressed to the General Manager in writing, stating in detail the circumstances warranting special consideration. Applications will only be accepted after the customer has received a bill with at least 60 days of billing following the date of adoption of this ordinance. Appeals of decisions made by the General Manager may be taken to the District's Drought Committee.

For all other hardship cases, variances may be granted only by the Board of Directors. It must be recognized that due to the water shortage emergency the District has very limited ability to grant exceptions and/or variances to this Plan.

IV. PUBLIC NOTICE

A. The Secretary of the Board is directed to publish this Resolution in accordance with Government Code Section 6061 and Water Code Section 375.

B. The Secretary of the Board is directed to publish this Resolution on the District's internet web site (www.bvwd.org) and to include a summary in the newsletter sent to each customer in the District.

V. DURATION

These restrictions shall remain in full force and effect until the rescission of this Resolution, or modification of a part thereof, by the Board of Directors.

BE IT FURTHER RESOLVED that if critical water shortages continue and supplies of water are reduced, the District will consider further action to curtail water use, including mandatory conservation measures, to prevent water waste.

Passed and Adopted this 27th day of April 2009, by the following vote:

Ayes: 4 Noes: 0 Absent: 1 Abstain:

BELLA VISTA WATER DISTRICT

By Lynette Blaisdell
Lynette Blaisdell, Vice-President of the Board of Directors

ATTEST:

David J. Coxey
David J. Coxey, Secretary

**BELLA VISTA WATER DISTRICT
COUNTY OF SHASTA**

Resolution No. 09-06

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BELLA VISTA WATER DISTRICT ENACTING WATER SHORTAGE EMERGENCY
MEASURES**

WHEREAS, the Bella Vista Water District is a public water agency empowered to provide water service within its boundaries; and

WHEREAS, the Bella Vista Water District has contracted with the U.S. Bureau of Reclamation for a water supply from the Central Valley Project via the Sacramento River in the annual amount of 24,578 acre feet; subject to shortage provisions;

WHEREAS, California is experiencing dry conditions for a third year and 2009 has been designated a "critically dry" year type by the U.S. Bureau of Reclamation based on the Sacramento Valley Index for Central Valley Project Water Allocation Purposes;

WHEREAS, the U. S. Bureau of Reclamation has notified the Bella Vista Water District that the District will receive a Project Water supply of only 75 percent of Historic Use for Municipal and Industrial (M&I) purposes and only 40 percent for Agricultural purposes, based on the Bureau of Reclamations Draft M&I Shortage Policy, for the 2009 water year, defined as March 1, 2009 through February 28, 2010;

WHEREAS, the District used a total of 15,559 acre feet during water year March 1, 2007 through February 28, 2008 and, without cutbacks by District customers, would expect to use more during the 2009 water year due to dry conditions;

WHEREAS, the Board of Directors has determined that voluntary water conservation measures will not be adequate to accommodate the anticipated demand for water making it necessary to adopt and enforce necessary drought measures; and

WHEREAS, on February 23, 2009 District's Board of Directors adopted Resolution 09-01 Enacting Stage IV Of The District's Water Shortage Contingency Plan and on April 27, 2009 the District's Board of Directors adopted Resolution 09-03 Enacting revisions to Stage IV Of The District's Water Shortage Contingency Plan.

NOW, THEREFORE, be it resolved by the Board of Directors of the Bella Vista Water District and hereby declared that (1) there is a continuing water shortage emergency, (2) Resolutions 08-04, 09-01 and 09-03 are hereby superseded, and (3) the following plan to manage the emergency, numbers I through V, shall be enacted and shall read as follows:

I. PURPOSE

The purpose of this Resolution is to supersede previously adopted water shortage emergency measures and establish a Water Shortage Contingency Plan to equitably distribute the available water to the District's customers and to ensure an adequate supply for human consumption, sanitation and fire protection. This Resolution is adopted pursuant to Water Code Section 350 and following, and Section 375 and following.

For all stages of this plan, the Water Allocation Year is from March 1st through February 28. The Water Consumption figures of the 2007-08 water year will be the base year figures used for allocations throughout this water shortage.

II. SURCHARGES, RESTRICTIONS AND PROHIBITIONS

A. Beginning June 1, 2009, all District Rural and Residential customers shall be charged a drought surcharge of \$0.26 per hundred cubic foot (HCF) for all water usage above eighty percent (80%) of the amount used by that customer during the same bimonthly period during the base year (March 1, 2007 through February 28, 2008).

B. Beginning June 1, 2009, all District Commercial and Public Institutional customers shall be charged a drought surcharge of \$0.26 per hundred cubic foot (HCF) for all water usage above eighty percent (80%) of the amount used by that customer during the same bimonthly period during the base year (March 1, 2007 through February 28, 2008).

C. Beginning May 1, 2009, all District Agricultural and Aquacultural customers shall be charged a drought surcharge of \$144.00 per acre-foot for all water usage above eighty percent (80%) of the cumulative amount used by that customer during the base year (March 1, 2007 through February 28, 2008).

D. All new Residential customers shall be granted the following allocation:

- 19 hundred cubic feet (customers billed March 16 - May 15)
- 39 hundred cubic feet (customers billed May 16 - July 15)
- 57 hundred cubic feet (customers billed July 16 - September 15)
- 62 hundred cubic feet (customers billed September 16 - November 15)
- 18 hundred cubic feet (customers billed November 16 - January 15)
- 12 hundred cubic feet (customers billed January 16 - March 15)

(Applicable to all existing services with no previous consumption history and to all new meter installations purchased after May 12, 2008).

Customers subject to and exceeding the quantities above shall be charged a drought surcharge of \$0.26 per hundred cubic feet (HCF) for all water usage above the listed amounts per bimonthly billing period.

E. The following restrictions will apply to all water use:

1. No new agricultural irrigation shall be permitted;
2. Construction and hauled water shall be \$1.26 per hundred cubic feet (HCF).

F. The District encourages its customers to:

1. Adjust sprinklers and irrigation systems to avoid overspray, runoff and waste;
2. Avoid watering lawns in the hottest part of the day (i.e., between 9 a.m. and 7 p.m.) and on windy days;
3. Install new drought tolerant landscaping, and efficient irrigation systems;
4. Not hose down driveways, sidewalks and other paved surfaces, except when necessary for health or sanitary reasons;
5. Install pool and spa covers to minimize water loss due to evaporation;
6. Not allow the hose to run while washing any vehicle and to use a bucket or a hose with an automatic shutoff valve;
7. Retrofit indoor plumbing fixtures with low-flow devices; and
8. Check faucets, toilets and pipes, both indoor and outdoor, including house service laterals and sprinkler piping, for leaks and repair them immediately, or upon demand of the District.

G. Any customer who willfully neglects to adhere to the prohibitions herein or utilizes water in a wasteful or unreasonable manner will be issued a written warning. A Second offense will result in a penalty of \$200. A third offense will result in the termination of water service until remedied to the satisfaction of the General Manager.

H. The General Manager shall provide a water supply update and summary of compliance to the Board at each Regular Board Meeting.

III. EXCEPTIONS AND/OR VARIANCES

For residential hardship cases only, variances may be granted from any of the above restrictions upon application, addressed to the General Manager in writing, stating in detail the circumstances warranting special consideration. Applications will only be accepted after the customer has received a bill with at least 60 days of billing following the date of adoption of this ordinance. Appeals of decisions made by the General Manager may be taken to the District's Drought Committee.

For all other hardship cases, variances may be granted only by the Board of Directors. It must be recognized that due to the water shortage emergency the District has very limited ability to grant exceptions and/or variances to this Plan.

IV. PUBLIC NOTICE

A. The Secretary of the Board is directed to publish this Resolution in accordance with Government Code Section 6061 and Water Code Section 375.

B. The Secretary of the Board is directed to publish this Resolution on the District's internet web site (www.bvwd.org) and to include a summary in the newsletter sent to each customer in the District.

V. DURATION

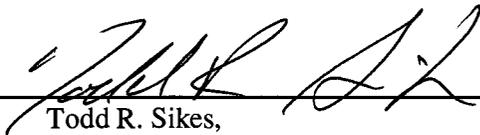
These restrictions shall remain in full force and effect until the rescission of this Resolution, or modification of a part thereof, by the Board of Directors.

BE IT FURTHER RESOLVED that if critical water shortages continue and supplies of water are reduced, the District will consider further action to curtail water use, including mandatory conservation measures, to prevent water waste.

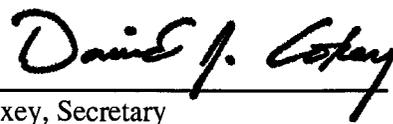
Passed and Adopted this 26th day of May 2009, by the following vote:

Ayes: 3 Noes: 0 Absent: 2 Abstain: 0

BELLA VISTA WATER DISTRICT

By: 
Todd R. Sikes,
President of the Board of Directors

ATTEST:


David J. Coxey, Secretary

