

**Plan to Meet Requirements of Term 14 -  
State Water Resources Control Board Order WR 2007-0022**



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## 1.0 Introduction and Purpose

This plan has been prepared by the Sonoma County Water Agency (Agency) to fulfill the requirements of Term 14 of the State Water Resources Control Board (SWRCB) Order WR 2007-0022 (Order) (Attachment A). Due to a combination of low precipitation during the Spring of 2007 and a reduction by Pacific Gas and Electric Company in diversions into the Russian River Watershed from its Potter Valley hydroelectric project, water storage levels in Lake Mendocino during March, April, and May 2007 were significantly below normal. The Agency's projections indicated that Lake Mendocino storage could decline to approximately 8,000 acre-feet by October if the Agency had to release water from Lake Mendocino during the summer to meet the minimum flow requirements in its water right permits. At this low level of storage, there would not be a sufficient pool of cool water left at the end of the summer to support the fall Chinook salmon migration. In addition, there is uncertainty as to whether *any* water could be released from Lake Mendocino once it reached the 8,000 acre-feet storage level. Because Lake Mendocino is the primary source of summer flows in the Russian River upstream of the confluence with Dry Creek, such an occurrence would have serious fisheries, recreation, and water supply impacts.

To try to prevent these grave impacts, the Agency filed a Petition For Temporary Urgency Change with the SWRCB on April 27, 2007, seeking immediate approval to reduce required flows in the Russian River upstream of Dry Creek from 185 cfs to 75 cfs, and downstream of Dry Creek from 125 cfs to 85 cfs. (Under the Agency's existing water right permits, minimum flows in the Russian River upstream of Dry Creek would be 75 cfs as of June 1, due to "Dry Spring" conditions, so the Agency was not proposing a change in upper river flows after June 1.)

On June 13, 2007, SWRCB Board Member Charles Hoppin issued the Order, which granted the Agency's petition, subject to certain terms and conditions. One of the conditions (Term 14 of the Order) requires the Agency to submit a plan to the SWRCB by July 13, 2007 to obtain the cooperation of municipal and agricultural Russian River water users not supplied water by the Agency to meet a goal of reducing diversions from the Russian River by 15 percent. The Order also directs the Agency to provide the SWRCB with information about the Agency's authority to impose mandatory conservation measures, and about steps the Agency will take to conserve water and to investigate and prevent the waste and unreasonable use of water.

As required by Term 14 of the Order, this plan provides the following: (1) a description of the authority and responsibilities of the Agency and its retail customers; (2) the water conservation plan for Russian River water users outside of the Agency's service area; and (3) an implementation schedule for activities specified in the conservation plan. This plan also contains a list of the other water systems in the Russian River Watershed.

## **2.0 Authority and Responsibilities of Agency and its Retail Customers**

The following subsections describe the Agency's service area, the role that Russian River water plays in the overall supply of the Agency's customers, and the Agency's authority and responsibilities related to water conservation, including the Agency's authority to impose mandatory conservation measures.

### **2.1 Service Area**

The Agency's water service area covers a large part of Sonoma County, as well as the northern portion of Marin County (Figure 1). The Agency supplies water that is diverted from the Russian River to several categories of retail customers, including "contractors," "other Agency customers," and the Marin Municipal Water District. The "contractors" are the North Marin Water District, City of Petaluma, City of Rohnert Park, City of Santa Rosa, City of Sonoma, Valley of the Moon Water District, Town of Windsor, and City of Cotati. The "other Agency customers" are the Forestville Water District, the California-American Water Company, and several smaller water companies and public agencies. In addition, a few public water suppliers have contracts with the Agency authorizing them to divert water directly from the Russian River under the Agency's water rights. These agencies are the Russian River County Water District, the Town of Windsor, the City of Healdsburg, Occidental Community Services District, and the Camp Meeker Parks and Recreation District. The relationship between the Agency, its contractors, other Agency customers, and Marin Municipal Water District is detailed in the Restructured Agreement for Water Supply (Restructured Agreement) dated June 2006 (Attachment B).

### **2.2 Composition of Water Supply in the Agency Service Area**

Russian River supplies are not the only supplies of water utilized to meet water demand in the Agency's service area. Other supplies of water that are used include groundwater (provided by the Agency and by several of its retail customers), other surface water supplies (provided primarily by North Marin and Marin Municipal Water Districts), and recycled water (provided by several retail customers). These supplies are used by the Agency's customers in conjunction with Russian River water supplied by the Agency and water conservation practices (see Section 2.3) to meet their total water demands.

### **2.3 Water Conservation Programs in the Agency Service Area**

This Section provides a description of the Agency's water conservation program and its best management practices (BMPs) and other water demand management measures beyond BMPs. The Agency utilizes water conservation BMPs as a method to reduce water demands, thereby reducing the water supply needed to supply its customers.

The Agency leads its regional water conservation program with a legislative and research component. The Agency sponsors, supports, and tracks water conservation legislation while serving in a leadership role for many federal, state and local councils and boards. The Agency was made promotional partner of the Environmental Protection Agency's Water Sense program on February 9, 2007. (Figure 2).

The Agency's leadership role has achieved results in emerging regional conservation measures. The Agency became wholesale signatory (1998) to the MOU Regarding Urban Water Conservation in California as governed by the California Urban Water Conservation Council (CUWCC). As signatory to the MOU, the Agency has pledged its good faith effort towards implementing BMPs identified in the CUWCC MOU Regarding Urban Water Conservation. The two primary purposes of the MOU are:

- a. to expedite implementation of reasonable water conservation measures in urban areas and
- b. to establish assumptions for calculating estimates of reliable future water conservation savings resulting from proven and reasonable conservation measures. Estimates of reliable savings are the water conservation savings that can be achieved with a high degree of confidence in a given service area.

The Agency is the first wholesale water agency in the state to have all its water contractors sign the CUWCC MOU. The Agency signed the CUWCC MOU on June 1, 1998, and submits annual BMP reports to the CUWCC in accordance with the MOU. The MOU requires that a water utility implement only the BMPs that are economically feasible. If a BMP is not economically feasible, the utility may request an economic exemption for that BMP. The Agency has not requested an economic exemption from any BMP at this time.

The Agency implements all of the wholesale BMPs and some retail BMPs on behalf of some of its customers. Table 1 lists the CUWCC's 14 BMPs and identifies which retail and wholesale BMPs are being implemented by the Agency.

<b>Table 1. California Urban Water Conservation Council Best Management Practices</b>			
Best Management Practices, BMP		Agency Retail BMPs	Agency Wholesale BMPs
BMP 01:	Water Survey Programs for Single-Family and Multi-Family Residential Customers	a	NA
BMP 02:	Residential Plumbing Retrofit	a	NA
BMP 03:	System Water Audits, Leak Detection, and Repair		✓

BMP 04:	Metering with Commodity Rates for all New Connections and Retrofit of Existing		NA
BMP 05:	Large Landscape Conservation Programs and Incentives	a	NA
BMP 06:	High-Efficiency Washing Machine Rebate Programs	a	NA
BMP 07:	Public Education Programs	a	✓
BMP 08:	School Education Programs	a	✓
BMP 09:	Conservation Programs for Commercial, Industrial, and Institutional Accounts	a	NA
BMP 10:	Wholesale Agency Assistance Programs	NA	✓
BMP 11:	Conservation Pricing		✓
BMP 12:	Conservation Coordinator	a	✓
BMP 13:	Water Waste Prohibition		NA
BMP 14:	Residential ULFT Replacement Programs	b	NA
Notes:			
a	These programs are being run in part by Sonoma County Water Agency.		
b	Sonoma Valley County Sanitation District operates a program in the Valley of the Moon Water District and City of Sonoma service areas.		
NA = Not applicable			

The CUWCC BMPs are currently in various stages of completion. Several of the contractors have conducted conservation activities that exceed the CUWCC BMP requirements. The Agency and its retail customers have identified over 80 potential measures beyond Tier 1 BMPs for screening analysis. Approximately 20 of these measures were selected for detailed evaluation and model analysis. These measures are referred to as "Tier 2 BMPs" or "beyond the BMPs." The Agency also evaluated and modeled new development standards that focus on low water using requirements for new single family housing. These Tier 2 BMPs and new housing standard measures (Table 2) were integrated with the current water use characteristics and population growth projections for the Agency's customers' service areas using the Decision Support System (DSS) model. The analysis projects the future water demands based on four levels of increasing conservation effort: (1) current unit water use and the projected water savings from future plumbing retrofits as required by the plumbing code, (2) Tier 1 BMP efforts to date and remaining Tier 1 BMP efforts, (3) future Tier 2 BMP efforts, and (4) adoption of new development standards.

Table 2. Tier 2 BMPs and New Development Standards	
No.	Measure Title
1	Rain-sensor (shut off device) retrofit on irrigation controllers
2	Cash for Grass (turf removal program)
3	Financial Incentives for Being Below Water Budget
4	Financial Rebates for Irrigation Meters
5	Smart Irrigation Controller Rebates
6	Financial Incentives/ Rebates for Irrigation Upgrades
7	Hotel retrofit (w/financial assistance) - CII Existing
8	Offer new accounts reduced connection fees for installing efficient process equipment for selected businesses (restaurants, laundromat, food/ groceries and hospital)
9	Synthetic Turf Rebate
10	High Efficiency Toilet (HET)
11	Dishwasher New Efficient
12	CII Rebates - replace inefficient water using equipment
13	0.5 gal/flush urinals in new buildings
ND1	Rain-sensor shut off device on irrigation controllers
ND2	Smart Irrigation Controller
ND3	High Efficiency Toilet (HET)
ND4	Dishwasher New Efficient
ND5	Clothes washing machines requirement for new residential
ND6	Hot Water on Demand
ND7	High efficiency faucets and showerheads
ND8	Landscape and irrigation requirements
ND = new development	

The water contractors will use their best efforts to implement these additional water conservation measures to achieve the goals specified in their respective Urban Water Management Plans. Existing water conservation savings due to past implementation efforts are included in the baseline projection. Because the water conservation savings

are projections, actual demand reductions and the manner in which the demand reductions are achieved may vary.

The Agency also supports newer measures like water efficiency standards for new development, reduced connection fees for new accounts with best available technology, and financial rebates for retrofit of irrigation meters. The Agency and its contractors continue to pursue grant funding from Proposition 50, Proposition 13, and the California Public Utilities Council for water conservation programs.

As a result of these activities, additional retail water contractor measures are developed that provide the base for the Agency's water conservation programs focusing on: 1) water education, training, and dissemination; 2) local supply/recycled water/tier 2 programs (LRT2); 3) the Sonoma Valley County Sanitation District flow reduction projects; and 4) water program implementation for the retail contractors.

#### **2.4 Ability of the Agency and its Retail Customers to Impose Mandatory Conservation**

As a water wholesaler, the Agency does not have direct relationships with individuals and businesses that are end users of water, and does not have the ability to impose water use restrictions on such end users. The Agency's authority is limited to its authority under its contracts with its customers to declare a water shortage and to apportion available water supplies among its customers. Any mandatory water conservation measures that apply to end users of water must be imposed by the Agency's customers.

As described in Section 2.2, Russian River water supplies provided by the Agency on a wholesale basis are only one source of water that is available to the retail water customers. At their discretion, the retail water agencies can provide other supplies of water, such as recycled water and their own groundwater, to be used in conjunction with conservation to offset the needs of their customers.

The rights and obligations of the Agency and its wholesale customers are primarily set forth in the Restructured Agreement between the Agency and its water contractors (Attachment B). Section 3.5(a) of the Restructured Agreement specifies the manner in which the Agency allocates water to its customers in the event of a water supply shortage, and section 3.5(b) of the Restructured Agreement describes the manner in which the Agency allocates water to its customers in the event of a temporary impairment of the capacity of some or all of the Agency's transmission system. These provisions apply to "other Agency customers" through incorporation of the provisions in the Agency's Water Service Rules. The Agency's agreements with Marin Municipal Water District and the entities that may divert water directly from the Russian River under the Agency's water rights contain similar, although not identical, provisions.



Section 3.5(d) of the Restructured Agreement requires the Agency to “have an adopted water shortage allocation methodology sufficient to inform each Customer of the water that would be available to it pursuant to Section 3.5(a) in the event of reasonably anticipated shortages.” The Agency has adopted such a methodology, which is set forth in an appendix to the Agency’s 2005 Urban Water Management Plan. The Restructured Agreement requires the Agency’s customers to limit the amounts of water that they take from the transmission system to the allocations specified by the Agency under Section 3.5. The water contractors may also unanimously agree upon an alternative allocation of available supply. The Agency’s contractors are currently negotiating an appropriate allocation intended to comply with the Order.

These provisions give the Agency the ability to allocate the water it supplies (but not the Agency’s customers’ other supplies of water, such as local customer groundwater and surface water) among its customers if a shortage occurs. The Agency has a number of methods available to it under the Restructured Agreement to ensure that its customers do not use more than the amounts of water allocated to them by the Agency, although the Agency has no ability to directly restrict the use of water by end users, or to impose financial penalties on end users for excessive use. The one exception is the Agency’s few “surplus water” customers, who use water delivered directly by the Agency primarily for agricultural purposes. Under Section 3.5(a) of the Restructured Agreement, the Agency is required to terminate deliveries to surplus customers in the event of a shortage. Because of the State Board’s required 15 percent diversion cutback, the Agency has temporarily suspended all deliveries to these surplus customers.

Under Section 3.5(e) of the Restructured Agreement, a contractor taking more than its allocated amount of water from the transmission system during a shortage is subject to a liquidated damages surcharge equal to 50 percent of the then-current operations and maintenance charge for each acre-foot of water taken by the contractor in excess of its allocation. Section 3.5(e) also allows the Water Advisory Committee to request that the Agency physically limit the quantity of Agency-supplied water taken by a contractor or other Agency customer to the amounts authorized by Section 3.5, or to pursue all other available legal and equitable remedies applicable to such violations.

It is up to each Agency retail water customer to reduce end user demands as necessary to reduce its deliveries from the transmission system to the amount allocated to it by the Agency. To accomplish this, the Agency’s contractors have adopted ordinances placing limitations on the uses of water by end customers in the event of a water shortage. These ordinances were developed in consultation with the Agency and are described in detail in each contractor’s individual Urban Water Management Plans. These ordinances impose mandatory water conservation measures on end users under certain specific conditions. In addition, as noted in Section 2.2, the Agency’s customers also have other sources of water to meet some of the needs of their end-user customers.

The Agency has no authority to impose mandatory water conservation measures on, or to limit the diversions of, agricultural diverters or municipal diverters of Russian River water that do not have contractual relationships with the Agency.

In summary, the Agency has only an indirect, limited ability to impose mandatory water conservation measures related to the water it supplies to its retail customers and no ability to limit use of its customers' alternative supplies. During a shortage, the Agency can only allocate the specific amounts of water it supplies to each of its customers, but restrictions on end users of water must be imposed by the Agency's customers themselves. The Agency has no authority to impose mandatory conservation measures or to limit the diversions of any user of Russian River water other than those with whom the Agency has contractual relationships.

## **2.5 Investigating Waste and Unreasonable Use in the Agency Service Area**

To comply with the Order, the Agency will work with its retail customers to measure, identify, and prevent any waste, unreasonable use, unreasonable method of use, and unreasonable method of diversion in its service area. Additionally, the Agency will: (a) monitor the retail customers' water waste reduction programs, (b) request and compile copies of ordinances and resolutions adopted by the Agency's customers to reduce water use this summer, and (c) summarize their enforcement plans. The Agency's staff will request that its customers track their enforcement actions and efforts, so that the Agency can compile this information in the monthly reports to the SWRCB described in Section 4.0 of this plan. As noted above, however, the Agency has no direct authority to prohibit or penalize unreasonable use by end users of water.

## **3.0 Conservation Plan - Other Russian River Water Users**

Although the Agency has no authority to impose mandatory conservation measures on Russian River water users outside its service area, the Agency has directed and will continue to direct significant resources towards coordinating the water conservation efforts of other Russian River water users, including providing guidance and staff technical support for such water conservation efforts. The following subsections summarize these activities and describe additional activities the Agency proposes to conduct to advance water conservation practices outside its service area.

### **3.1 Description of Other Russian River Water Users**

In addition to the Agency and its retail water customers, there are numerous other water users in the Russian River watershed. Figure 1 shows the boundary of the watershed relative to the Agency's Service Area. These users are comprised of agricultural operations such as vineyards, orchards, and family farms, some of which are supplied by various private and public water supply systems.

Agricultural water use within the approximately 1,500 square mile Russian River watershed is dominated by vineyards, but there also are farms and ranches that produce a variety of crops and products. Because the majority of agricultural water is used by vineyards, the Agency has contracted with a viticultural expert to work cooperatively with the agricultural community to achieve water savings.

Water supply systems providing water for human consumption range in size from single households and small wineries to large industrial and municipal systems. Cities such as Ukiah, Cloverdale, and Healdsburg, and the Sweetwater Springs Water District (serving the communities of Guerneville and Monte Rio), serve potable water to tens of thousands of people. Attachment C is a list of the approximately 300 public water systems within the Russian River watershed that was developed from a database maintained by the California Department of Health Services (CDHS). This database represents the best available inventory of regulated water users in the Russian River watershed, but it does not include water users such as single family residential households or other systems that do not meet the CDHS criteria for public water systems.

### **3.2 Agricultural Water Users**

The Agency will work cooperatively with the agricultural community to achieve water savings through the implementation of water conservation best management practices (BMPs). These savings will be documented for a representative portion of the watershed and those results will be extrapolated to estimate agricultural water savings basin-wide. To accomplish this objective, the Agency has contracted with a viticultural expert to provide the following services:

- Assist in the development of appropriate BMPs for Russian River agricultural water users;
- Provide outreach services to the agricultural community to enlist their cooperation in achieving water savings specified by the Order;
- Provide educational workshops to familiarize agricultural water users with the recommended BMPs
- Provide consulting services for agricultural water users to achieve water savings through the use of BMPs;
- Prepare surveys to gather water use and BMP implementation data;
- Analyze data gathered for reporting to the SWRCB.

The Agency has completed or anticipates completing specified work with the agricultural community, per the following Milestones:

### **Milestone 3.2.1 (April through July 15, 2007)**

- Agency to contact the Farm Bureaus and local agricultural groups in the Sonoma and Mendocino Counties.
- In response to the recommendation of agricultural groups, retain the services of a viticulture expert to aid in development of BMPs and reporting water savings to the SWRCB.
- Perform a Geographic Information System (GIS) search of the Russian River watershed to identify agricultural parcels, develop a contact list and quantify the size of this community.
- Send outreach letter to agricultural water users throughout the basin.
- Develop BMPs for agricultural water use.
- Develop agricultural survey of water use.
- Conduct outreach workshops with agricultural water users to distribute survey, discuss viticulture BMPs, gain support for conservation effort.

### **Milestone 3.2.2 (through August 15, 2007)**

- From the collected data (from the survey) and through discussions with the agricultural community, develop additional strategies to assist the agricultural community in meeting the SWRCB's diversion reduction goals.
- Publish the BMPs electronically, with assistance from the Sonoma and Mendocino Wine Grape Commissions and Farm Bureaus.
- Provide limited individualized consulting to growers for irrigation and water management, on a request basis from the agricultural community. Availability of this service will be announced to the grower community through the above-mentioned agencies.
- Meet with the largest (by acreage) growers to maximize BMP implementation and to provide tracking of water usage and savings.
- Submit monthly report to the SWRCB on surveys, grower participation, and any information obtained as to BMP implementation and water savings data acquired to date.

### **Milestone 3.2.3 (through September 15, 2007)**

- Develop an aggregate reporting matrix and benchmarks to demonstrate savings.
- From the collected data (from the survey) and through discussions with the agricultural community, develop additional strategies to assist agricultural water users in meeting the SWRCB's diversion reduction goals.
- Provide limited individualized consulting to growers for irrigation and water management, on a request basis from the agricultural community. Availability of this service will be announced to the grower community through the above-mentioned agencies.

- Submit monthly report to the SWRCB on surveys, grower participation, and any information obtained as to BMP implementation and water savings data acquired to date.

#### **Milestone 3.2.4 (through October 15, 2007)**

- From the collected data (from the survey) and through discussions with the Ag community, develop additional strategies to assist the agricultural community in meeting the SWRCB's diversion reduction goals.
- Provide limited individualized consulting to growers for irrigation and water management, on a request basis from the agricultural community. Availability of this service will be announced to the grower community through the above-mentioned agencies.
- Submit monthly report to the SWRCB on surveys, grower participation, and any information obtained as to BMP implementation and water savings data acquired to date.

#### **Milestone 3.2.5 (November 15, 2007)**

- Collect water use data at the conclusion of the growing season by polling the grower community using the original survey responders as subjects
- Submit monthly report to the SWRCB on surveys, grower participation, and any information obtained as to BMP implementation and water savings data acquired to date.

### **3.3 Private and Public Water Systems**

As previously mentioned, the Agency sent a letter dated June 27, 2007 (Attachment D) to the Russian River water users outside its service area (Figure 1) requesting that each entity reduce its Russian River water diversion and use by 15 percent and provide the Agency with information and documentation on how such reductions will be made and measured. The Agency requested information regarding conservation measures for the short-term duration of the Order, and information on long-term conservation measures. The information received by the Agency will be submitted to the SWRCB as part of the monthly reports described in Section 3.2.

The Agency coordinated and hosted water conservation meetings for water conservation representatives from Marin, Sonoma, and Mendocino Counties on May 16 and July 12, 2007.

One result of the May 16, 2007, meeting with the water conservation staff from Sonoma, Marin, and Mendocino Counties was an agreed-upon list of the "Top 10 Water Conservation Tips" to conserve water in homes and yards. These tips are being advocated throughout the three counties, and agencies are developing water

conservation support programs based on this list. The Top 10 Water Conservation Tips are:

1. Reduce irrigation by 20 percent.
2. Find and repair leaks now.
3. Inspect and tune-up irrigation system monthly.
4. Irrigate between midnight and 6:00 a.m. to reduce water loss from evaporation and wind.
5. Use a broom, not a hose, to clean driveway, deck or patio.
6. Use a bucket and a hose with an automatic shut-off nozzle when washing a car, or take car to a carwash that recycles its water.
7. Cover pools and hot tubs to reduce evaporation.
8. Use front-load washing machines.
9. Run the dishwasher and clothes washer with full loads only.
10. Prevent and report water waste.

The Top 10 Water Conservation Tips (in Spanish and English) are attached (Attachment E).

Immediately after the original State Board order was approved, the Agency implemented a regional water conservation campaign to increase awareness and educate the public how to conserve water this summer through the above Top Ten Water Conservation Tips. Since early April, the Agency has placed several advertisements providing water conservation tips with local newspapers; the regional campaign will include more media outlets in Marin and Mendocino Counties. In response to the Order for mandatory 15 percent reduction in Russian River diversions, the campaign was expanded to include a series of advertisements in regional and local newspapers, along with a television commercial, radio spot, movie theater advertisements, bus signs, and an Internet presence. The Agency also placed advertisements with several business and agricultural trade publications. A water conservation message focusing on outdoor watering is on a billboard on Highway 101.

Agency staff developed a staff-training program to educate every Agency employee about the SWRCB's requirements for a 15 percent reduction in diversions and the Top 10 Water Conservation Tips. In June 2007, Agency water conservation staff provided training to the employees in the Administration, Operations, and Maintenance Divisions as well as the Valley of the Moon Water District (VOM) Operations and Maintenance employees. A total of 98 Agency and VOM employees have received training. Additional training will be provided in July 2007, for the Agency's Engineering, Environmental Resources, and Public Affairs Division employees. At the Army Corps of Engineers' request, Agency staff will also train the rangers working at Lake Sonoma and Lake Mendocino in July. Employee training material will be given to the other Marin, Sonoma, and Mendocino Counties water agencies.

The Agency coordinated a Landscape Water Advisory Meeting (LWAG) on July 10, 2007, with the landscape community, and retail water agencies to discuss working cooperatively with the landscape community to reduce landscape water waste throughout the region. The landscape contractors attending the meeting volunteered to reduce and monitor water use at their clients' sites month and report it to the Agency staff. Agencies staff will contact additional landscape companies to expand this program. Agency staff will distribute the Top 10 Water Conservation Tips and other conservation materials to the members of the California Landscape Contractors' Association and advertise in the North Coast Landscape Contractor's Journal.

Agency staff will provide technical assistance regarding water conservation to other Russian River water users through meetings, phone calls, emails and outreach events. On June 19, 2007, the Agency water conservation staff met with additional Mendocino County Water Agencies to present the Agency's water conservation program and discuss ways that it might assist Mendocino County water agencies.

The Agency requested Public Water System Statistics (PWSS) for Marin, Sonoma, and Mendocino County water providers from DWR for 2004 to present. The Agency's staff will review PWSS data and make recommendations to reduce water waste and/or conserve water.

The Agency has completed or anticipates completing specified water conservation activities, per the following Milestones.

**Milestone 3.3.1** (April through July 15, 2007)

- Coordinate and host a water conservation meeting for water conservation staff in Marin, Sonoma, and Mendocino Counties.
- Request Water System Statistics from DWR
- Meet with Landscape Water Advisory Committee
- Coordinate Agency regional public outreach campaign, The Water Wisely Campaign. The campaign is a multi-media public awareness effort that includes paid ads in radio, television, print, website, billboard, regional transit buses, and movie theaters.

**Milestone 3.3.2** (through August 15, 2007)

- Coordinate and host water conservation meeting for water conservation staff in Marin, Sonoma, and Mendocino Counties.
- Water conservation training for Engineering, Environmental Resources, and Public Affairs Division employees
- Water conservation training for Lake Sonoma and Lake Mendocino Corps of Engineers' rangers

- Determine the commercial landscape companies who are willing to work on a program to reduce their clients' landscape water use by 15 percent and develop the program.
- Water waste reduction recommendations for other municipal Russian River Water Users based on Public Water System Statistics
- Summary of Water Waste Reduction Resolutions and Ordinances and enforcement plans for municipal water users
- Provide technical assistance to other municipal Russian River water users
- Coordinate Agency regional public outreach campaign, The Water Wisely Campaign. The campaign is a multi-media public awareness effort that includes paid ads in radio, television, print, website, billboard, regional transit buses, and movie theaters.

**Milestone 3.3.3** (through September 15, 2007)

- Coordinate and host water conservation meeting for water conservation staff in Marin, Sonoma, and Mendocino Counties.
- Report on the monthly enforcement actions and efforts taken by the municipal water users.
- Provide technical assistance to Other Municipal Russian River Water Users
- Coordinate and host a Drought Workshop with California Department of Water Resources, US Bureau of Reclamation, and California Urban Water Conservation Council
- Coordinate Agency regional public outreach campaign, The Water Wisely Campaign. The campaign is a multi-media public awareness effort that includes paid ads in radio, television, print, website, billboard, regional transit buses, and movie theaters.

**Milestone 3.3.4** (through October 15, 2007)

- Coordinate and host water conservation meeting for water conservation staff in Marin, Sonoma, and Mendocino Counties.
- Report on the monthly enforcement actions and efforts taken by the municipal water users.
- Provide technical assistance to other municipal Russian River water users
- Coordinate Agency regional public outreach campaign, The Water Wisely Campaign. The campaign is a multi-media public awareness effort that includes paid ads in radio, television, print, website, billboard, regional transit buses, and movie theaters.

**Milestone 3.3.5** (through November 15, 2007)

- Coordinate and host water conservation meeting for water conservation staff in Marin, Sonoma, and Mendocino Counties.



- Report on total enforcement actions and efforts taken by the municipal water users.
- Provide technical assistance to Other Municipal Russian River Water Users
- Coordinate Agency regional public outreach campaign, The Water Wisely Campaign. The campaign is a multi-media public awareness effort that includes paid ads in radio, television, print, website, billboard, regional transit buses, and movie theaters.

### 3.4 Reporting

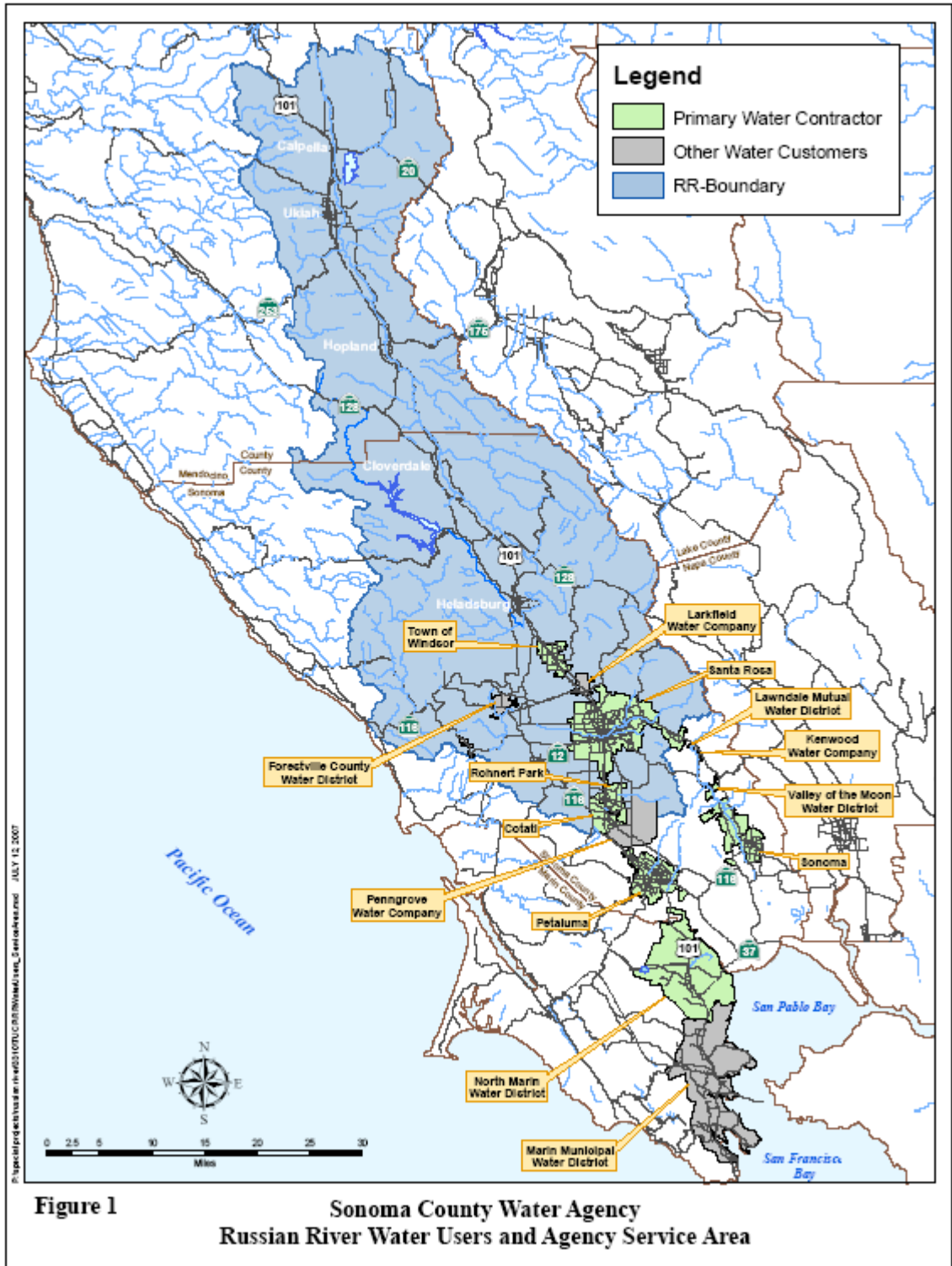
At the completion of the Order, the Agency will compile summary statistics of the collected data, the BMPs and report to the SWRCB the findings of the surveys, use reporting, and review agricultural water savings throughout the basin. The Order requires this report by November 15, 2007. However, given the extent to of the necessary data compilation through October 28, 2007, the Agency may request additional time to complete this report.

### 4.0 Schedule of Milestones

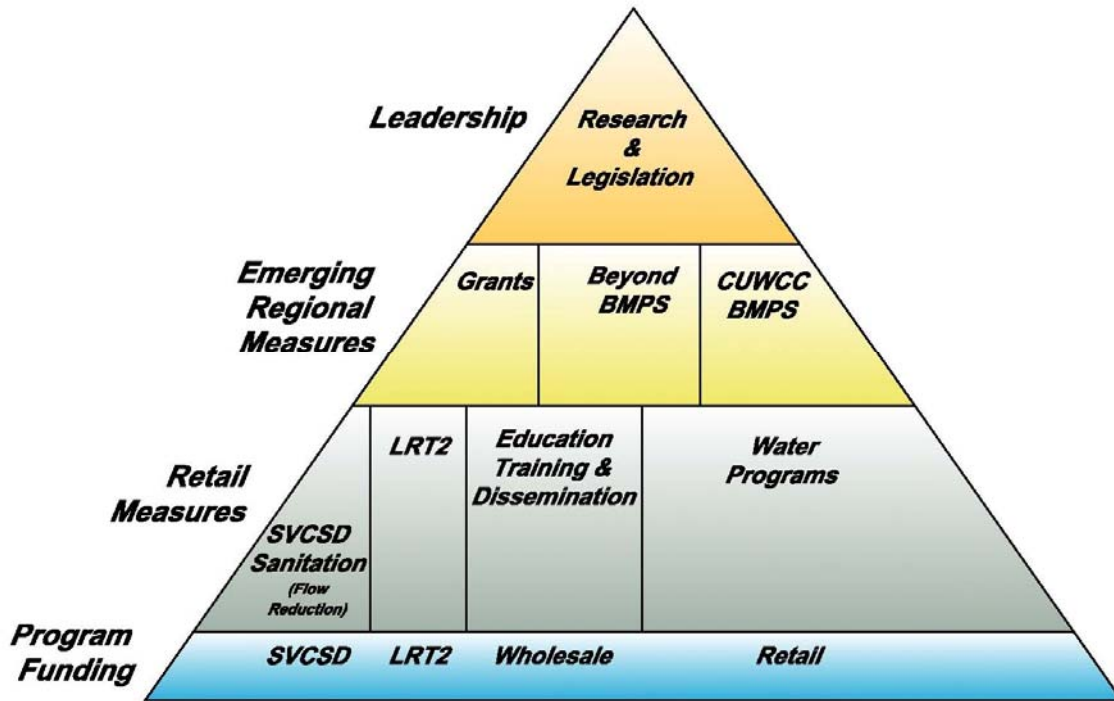
Table 2 summarizes the estimated schedule for completing the milestone tasks described in Sections 3.2 and 3.3.

<b>Table 2. Estimated Schedule for Milestones</b>	
Section 3.2 Milestones	Completion Date
3.2.1	7/15/07
3.2.2	8/15/07
3.2.3	9/15/07
3.2.4	10/15/07
3.2.5	11/15/07
Section 3.3 Milestones	Completion Date
3.3.1	7/15/07
3.3.2	8/15/07
3.3.3	9/15/07
3.3.4	10/15/07
3.3.5	11/15/07

**Figure 1**  
**Sonoma County Water Agency**  
**Russian River Water Users and Agency Service Area**



**Figure 2**  
**Regional Water Conservation Program**



**Attachment A**  
**SWRCB Order WR 2007-0022**

STATE OF CALIFORNIA  
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
STATE WATER RESOURCES CONTROL BOARD

**ORDER WR 2007-0022**

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**IN THE MATTER OF PERMITS 12947A, 12949, 12950, AND 16596**  
**(APPLICATIONS 12919A, 15736, 15737, AND 19351)**

**Temporary Urgency Change in Permits 12947A, 12949, 12950, and 16596**  
**of Sonoma County Water Agency**

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SOURCES: Dry Creek and Russian River

COUNTIES: Sonoma and Mendocino Counties

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ORDER AMENDING ORDER WR 2007-0015-DWR AND CONDITIONALLY APPROVING  
TEMPORARY URGENCY CHANGE IN PERMITS 12947A, 12949, 12950, AND 16596

**1.0 INTRODUCTION**

On April 27, 2007, Sonoma County Water Agency (SCWA) filed a petition with the State Water Resources Control Board (State Water Board) requesting approval of a Temporary Urgency Change to the subject permits pursuant to California Water Code section 1435. This order amends Order WR 2007-0015-DWR, which was issued by the Division of Water Rights (Division), and conditionally approves SCWA's petition.

The petition requests that from May 1 through October 28, 2007, instream flow requirements for the Upper Russian River (from its confluence with the East Fork of the Russian River to its confluence with Dry Creek) be reduced from 185 cubic feet per second (cfs) to 75 cfs, and the requirements for the lower Russian River (downstream of its confluence with Dry Creek) be reduced from 125 cfs to 85 cfs. The petition, in effect, requests that minimum flows for the Russian River be established based on dry-year criteria rather than normal-year criteria as defined in State Water Board Decision 1610. No changes to the instream flow requirements for Dry Creek are requested. The request is made to prevent storage levels in Lake Mendocino from dropping to very low levels by the end of summer. SCWA states such low levels could: (1) severely impact threatened or endangered Russian River fish species, (2) create serious water supply impacts in Mendocino County and in Sonoma County's Alexander Valley, and (3) harm Lake Mendocino and Russian River recreation.

**2.0 DELEGATION**

Pursuant to Resolution No. 2002-0106, the State Water Board has delegated authority to the Division Chief to act on petitions for temporary urgency change, provided no objections are outstanding. As explained below, the Division issued Order WR 2007-0015-DWR on May 10, 2007, conditionally approving the change petition. The State Water Board then provided notice of the change petition, received written comments and objections, and held a public workshop on the change petition. This Order revising Order WR 2007-0015-DWR is issued pursuant to Resolution No. 2002-0106, which delegates the authority to an individual Board Member to issue a temporary urgency change.

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### 3.0 BACKGROUND

SCWA's petition involves the following permits:

- Permit 12947A is for direct diversion of 92 cubic feet per second (cfs) from the East Fork Russian River and storage of 122,500 acre-feet per annum (afa) in Lake Mendocino from January 1 through December 31 of each year.
- Permit 12949 is for direct diversion of 20 cfs year-round from the Russian River at the Wohler and Mirabel Park Intakes near Forestville.
- Permit 12950 is for direct diversion of 60 cfs from the Russian River at the Wohler and Mirabel Park Intakes from April 1 through September 30 of each year.
- Permit 16596 is for year-round direct diversion of 180 cfs from the Russian River and storage of 245,000 afa in Lake Sonoma from October 1 of each year to May 1 of the succeeding year.

SCWA submitted with the petition a document prepared by its staff titled, "Hydrologic Analysis of Lake Mendocino Storage Under Dry Spring Conditions" (Hydrologic Analysis) dated April 2007. The Hydrologic Analysis states that projections for Lake Mendocino water levels in 2007 are far more severe than water levels for water year 2002. During water year 2002, hydrologic conditions in the Eel River and Russian River watersheds caused Lake Mendocino storage levels to decline to dangerously low levels by the end of the dry season. Recreation at Lake Mendocino was severely impaired, and a potential existed for serious adverse impacts to the water supply and state and federally listed Russian River salmonid fishery resources, particularly adult Chinook salmon. The Mendocino County Board of Supervisors declared a state of emergency. The storage levels in Lake Mendocino dropped to a low of 24,400 acre-feet in December 2002. Water year 2004 presented similar risks of adverse impacts that were addressed by SCWA filing for, and the State Water Board approving, a Temporary Urgency Change Petition that reduced the minimum instream flow requirements on the Russian River, thereby allowing more water to remain in Lake Mendocino for a longer period of time. Even though the lake levels in 2002 and 2004 were similar at the start of the irrigation season, end-of-season storage levels were approximately 14,000 acre-feet higher in 2004, largely due to conservation of stored water resulting from the State Water Board's approval of the reductions in the instream flow requirements.

In June 2004, the Federal Energy Regulatory Commission directed Pacific Gas and Electric Company to reduce the amount of water diverted through the Potter Valley Project (PVP) tunnel into the Russian River, further reducing inflow to Lake Mendocino. Additionally, structural damage to the PVP fish screens has resulted in an inability to operate the PVP at its full capacity. Since October 2006, approximately 50,000 acre-feet less water has flowed through the PVP tunnel than during the same period in 2002.

Without the requested reductions in the instream flow requirements, Lake Mendocino storage is predicted to drop to 8,000 acre-feet (af) during October 2007 according to SCWA's Hydrologic Analysis. Lake Mendocino has never dropped below 12,000 af since it was first filled in 1959, and it is uncertain whether water could continue to be released from Lake Mendocino into the East Fork Russian River if lake storage were to drop to 8,000 af. If water cannot be released from Lake Mendocino during October and November 2007, there most likely will be severe impacts on the fishery and recreation resources that depend on the upper Russian River, and on water users that rely on the upper Russian River for their water supplies.

SCWA's permits contain the following language regarding minimum instream flow requirements:

Term 18 of SCWA's Permit 12947A states:

For the protection of fish and wildlife, and for the maintenance of recreation in the Russian River, permittee shall pass through or release from storage at Lake Mendocino sufficient water to maintain:

- (A) A continuous streamflow in the East Fork Russian River from Coyote Dam to its confluence with the Russian River of 25 cfs at all times.
- (B) The following minimum flows in the Russian River between the East Fork Russian River and Dry Creek:
  - (1) During normal water supply conditions when the combined water in storage, including dead storage, in Lake Pillsbury and Lake Mendocino on May 31 of any year exceeds 150,000 af or 90 percent of the estimated water supply storage capacity of the reservoirs, whichever is less:

From June 1 through August 31	185 cfs
From September 1 through March 31	150 cfs
From April 1 through May 31	185 cfs
  - (2) During normal water supply conditions and when the combined water in storage, including dead storage, in Lake Pillsbury and Lake Mendocino on May 31 of any year is between 150,000 af or 90 percent of the estimated water supply storage capacity of the reservoirs, whichever is less, and 130,000 af or 80 percent of the estimated water supply storage capacity of the reservoirs, whichever is less:

From June 1 through March 31	150 cfs
From April 1 through May 31	185 cfs

If from October 1 through December 31,  
storage in Lake Mendocino is less than 30,000 acre-feet

75 cfs
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  - (3) During normal water supply conditions and when the combined water in storage, including dead storage, in Lake Pillsbury and Lake Mendocino on May 31 of any year is less than 130,000 af or 80 percent of the estimated water supply storage capacity of the reservoirs, whichever is less:

From June 1 through December 31	75 cfs
From January 1 through March 31	150 cfs
From April 1 through May 31	185 cfs
  - (4) During dry water supply conditions
  - (5) During critical water supply conditions
- (C) The following minimum flows in the Russian River between its confluence with Dry Creek and the Pacific Ocean to the extent that such flows cannot be met by releases from storage at Lake Sonoma under Permit 16596 issued on Application 19351:

(1) During normal water supply conditions	125 cfs
(2) During dry water supply conditions	85 cfs
(3) During critical water supply conditions	35 cfs

For the purposes of the requirements in this term, the following definitions shall apply:

- (1) Dry water supply conditions exist when cumulative inflow to Lake Pillsbury beginning on October 1 of each year is less than:

8,000 acre-feet as of January 1  
39,200 acre-feet as of February 1  
65,700 acre-feet as of March 1  
114,500 acre-feet as of April 1  
145,600 acre-feet as of May 1  
160,000 acre-feet as of June 1

- (2) Critical water supply conditions exist when cumulative inflow to Lake Pillsbury beginning on October 1 of each year is less than:

4,000 acre-feet as of January 1  
20,000 acre-feet as of February 1  
45,000 acre-feet as of March 1  
50,000 acre-feet as of April 1  
70,000 acre-feet as of May 1  
75,000 acre-feet as of June 1

- (3) Normal water supply conditions exist in the absence of defined dry or critical water supply conditions.
- (4) The water supply condition designation for the months of July through December shall be the same as the designation for the previous June. Water supply conditions for January through June shall be predetermined monthly.
- (5) Cumulative inflow to Lake Pillsbury is the calculated algebraic sum of releases from Lake Pillsbury, increases in storage in Lake Pillsbury, and evaporation from Lake Pillsbury.
- (6) Estimated water supply storage space is the calculated reservoir volume below elevation 1,828.3 feet in Lake Pillsbury and below elevation 749.0 feet in Lake Mendocino. Both elevations refer to the National Geodetic Vertical Datum of 1929. The calculation shall use the most recent two reservoir volume surveys made by the U. S. Geological Survey, U. S. Army Corps of Engineers, or other responsible agency to determine the rate of sedimentation to be assumed from the date of the most recent reservoir volume survey.

Term 15 of both Permit 12949 and Permit 12950 require SCWA to allow sufficient water to bypass the points of diversion at the Wohler and Mirabel Park Intakes on the Russian River to maintain the following minimum flows to the Pacific Ocean:

- |     |   |         |
|-----|---|---------|
| (1) | During normal water supply conditions   | 125 cfs |
| (2) | During dry water supply conditions      | 85 cfs  |
| (3) | During critical water supply conditions | 35 cfs  |

Term 13 of Permit 16596 sets forth the following minimum flows for Dry Creek and the Russian River:

- (A) The following minimum flows in Dry Creek between Warm Springs Dam and its confluence with the Russian River:

- (1) During normal water supply conditions:
    - 75 cfs from January 1 through April 30
    - 80 cfs from May 1 through October 31
    - 105 cfs from November 1 through December 30
  - (2) During dry or critical water supply conditions:
    - 25 cfs from April 1 through October 31
    - 75 cfs from November 1 through March 31
- (B) The following minimum flows in the Russian River between its confluence with Dry Creek and the Pacific Ocean, unless the water level in Lake Sonoma is below elevation 292.0 feet with reference to the National Geodetic Vertical Datum of 1929, or unless prohibited by the United States Government:
- (1) During normal water supply conditions 125 cfs
  - (2) During dry water supply conditions 85 cfs
  - (3) During critical water supply conditions 35 cfs

Note: Permits 12949, 12950, and 16596 use the same water-year classification definitions as those listed in Permit 12947A.

#### 4.0 DIVISION OF WATER RIGHTS ISSUANCE OF ORDER WR 2007-0015-DWR APPROVING SCWA'S TEMPORARY URGENCY CHANGE PETITION

Pursuant to Water Code section 1438, subdivision (a), the Division issued a temporary change order, Order WR 2007-0015-DWR, conditionally approving the Temporary Urgency Change petition. Before issuing the order, the Division solicited written comments from the National Marine Fisheries Service (NMFS) and the California Department of Fish and Game (DFG) regarding the proposed temporary urgency change. These agencies support approval of the proposed temporary urgency change, with the addition of certain conditions, for the period specified in the petition. Order WR 2007-0015 DWR contained the conditions recommended by these agencies. The Division then provided notice of the temporary change order (discussed below), giving interested persons an opportunity to submit comments or objections regarding the order.

#### 5.0 PUBLIC NOTICE OF THE PETITION

The State Water Board issued and delivered to SCWA on May 10, 2007, a notice of the proposed change. Pursuant to Water Code section 1438(b)(1), SCWA was required to publish the notice in a newspaper having a general circulation that is published within the counties where the points of diversion lie. The Notice was published in the Ukiah Daily Journal on May 18, 2007 and Santa Rosa's Press Democrat on May 21, 2007. The State Water Board mailed and emailed the Notice to the interested persons who had requested notice of proposed temporary urgency changes and to other known interested persons.

The State Water Board also provided notice of a public workshop scheduled for June 5, 2007, to receive comments regarding SCWA's Temporary Urgency Change Petition and Order WR 2007-0015 DWR. The State Water Board posted on its website (1) the notice of Order WR 2007-0015-DWR, (2) the notice of the June 5, 2007 public workshop, (3) a copy of SCWA's petition for temporary urgency change, and (4) Order WR 2007-0015-DWR.



## 6.0 COMMENTS REGARDING THE PETITION

In addition to the comments received from NMFS and DFG, the Division received 13 written comments and two comments by telephone. Four of the comments received expressed support for approval of SCWA's petition. Other written comments included requests for mandatory water conservation, and expressed concerns about the impacts of reduced flows on recreation, public safety, water quality and public health.

At the State Water Board's public workshop on June 5, 2007, the State Water Board heard comments from a number of attendees, including representatives from SCWA, Russian Riverkeeper, Russian River Advocates, United Wine Growers, Valley of the Moon Water District, City of Santa Rosa, Sweetwater Springs Water District, Redwood Empire Chapter of Trout Unlimited, and several private business owners and private citizens. The oral comments were similar to those expressed in writing. In general, most of commenters recognized the need for conserving water in Lake Mendocino. Some of those who commented, however, expressed concerns that reduced flows would result in impacts to recreation, public safety, and water quality in the lower Russian River and requested implementation of mandatory water conservation requirements. Comments were also received regarding recreational impacts caused by flow variability in the lower river occurring as a result of SCWA operations.

### 6.1 National Marine Fisheries Service

NMFS states in its April 27, 2007 letter, "An important purpose of temporarily reducing minimum flow requirements in the Russian River is so that SCWA would be able to 'bank' water in Lake Mendocino so that there would be ample storage to provide higher flows during the adult Chinook salmon migration in the Russian River." NMFS recommends that any order approving SCWA's Temporary Urgency Petition contain terms requiring both monitoring of flows and monitoring of returning Chinook salmon, and provisions for increased minimum flows that are triggered by the number of returning salmon. The purpose of the monitoring terms is to determine if adult Chinook salmon are becoming crowded in lower river pools while the dry-year criteria are in effect. Similar terms were included in the State Water Board's WR Order 2004-0035 that approved SCWA's 2004 request for a temporary urgency change.

NMFS is concerned that SCWA's request to reduce the minimum requirement to 75 cfs between the East Fork/West Fork confluence and the mouth of Dry Creek may adversely affect out-migrating juvenile salmon and steelhead during the month of May. NMFS recommends that the State Water Board employ a two-phase reduction in flow requirements so that the minimum flow for the segment between the East Fork/West Fork confluence and the mouth of Dry Creek be:

100 cfs from April 27 to May 31; and  
75 cfs from June 1 to October 28

To address the issue of potential stranding of fish when releases from Lake Mendocino are converted from normal-year to dry-year criteria, NMFS suggests flows immediately below Coyote Dam not be reduced by more than 25 cfs per hour.

### 6.2 California Department of Fish and Game

DFG states in its memorandum of May 2, 2007 that it "concur[s] with SCWA's goals of water conservation in Lake Mendocino in order to provide cool water discharge for the fall Chinook salmon migration season." However, DFG shares NMFS' concerns about the out-migrating juvenile salmon and steelhead during the month of May and also believes a two-phase reduction in flow requirements is appropriate. DFG recommends that during May 1 and June 1, 2007, "discharge at Coyote Dam should remain at or above 75 cfs in order to provide a minimum measured flow of 125 cfs at the river gage located downstream of the confluence of the West and East Forks of the Russian River, north of Hopland." DFG

also recommends that terms similar to those required in the State Water Board's WR Order 2004-0035 be imposed for the 2007 season.

#### 7.0 COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT

SCWA, as Lead Agency as defined in the California Environmental Quality Act (CEQA), prepared a Notice of Exemption for this project. SCWA states in its petition "the proposed action is exempt from the California Environmental Quality Act under Classes 7 and 8 (Title 14, California Code of Regulations, sections 15307 and 15308), because it [the action proposed by the petition] would be taken to assure the maintenance of natural resources and to maintain and protect the environment. Because the instream flow requirements for dry water supply conditions are part of the State Water Board's Decision 1610 and regularly occur, this proposed action would not cause unusual circumstances under Title 14, California Code of Regulations sections 15300.2(c)."

The State Water Board has reviewed the information submitted by SCWA and has determined that the petition qualifies for an exemption under CEQA. A Class 7 exemption "consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment." (Cal. Code Regs, tit. 14, § 15307.) The proposed action will assure the maintenance of a natural resource, i.e., the instream resources of the Russian River. A Class 8 exemption "consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment." (*Id.*, § 15308.) The proposed action will assure the maintenance of the environment, i.e., the instream environment of the Russian River. On May 15, 2007 the State Water Board filed a Notice of Exemption with the Office of Planning and Research for approval of the temporary urgency change. The revisions to Order WR 2007-0015-DWR in this Order do not affect or otherwise alter the basis for the State Water Board's previously filed Notice of Exemption.

#### 8.0 CRITERIA FOR APPROVING THE PROPOSED TEMPORARY URGENCY CHANGE

Chapter 6.6 of part 2, division 2, of the Water Code, commencing with section 1435, provides that any permittee or licensee who has an urgent need to change a point of diversion, place of use, or purpose of use from that specified in the permit or license may petition for a conditional temporary change order. Other terms and conditions of water right permits and licenses also may be temporarily changed through the temporary urgency change process. (See Cal. Code Regs., tit. 23, § 791, subd. (e) [directing that the procedures for changes in point of diversion, place of use, or purpose of use should be followed as nearly as possible when processing petitions for other types of changes in water right permits and licenses].) Chapter 6.6 also specifies certain procedures that must be followed and the findings that must be made before the State Water Board may issue a change order.

The State Water Board must make the findings specified in section 1435, subdivision (b), when issuing a temporary change order pursuant to chapter 6.6. The required findings are:

1. The permittee or licensee has an urgent need to make the proposed change;
2. The proposed change may be made without injury to any other lawful user of water;
3. The proposed change may be made without unreasonable effect upon fish, wildlife, or other instream beneficial uses; and
4. The proposed change is in the public interest, including findings to support change order conditions imposed to ensure that the change is in the public interest, and may be made without injury to any other lawful user of the water, and without unreasonable effect upon fish, wildlife, and other instream beneficial uses.

### **8.1 Urgency of the Proposed Change**

Under Water Code section 1435, subdivision (c), an urgent need to make a proposed change exists when the State Water Board concludes that the proposed temporary change is necessary to further the constitutional policy that the water resources of the State be put to beneficial use to the fullest extent of which they are capable and that waste of water be prevented. However, the State Water Board shall not find a petitioner's need to be urgent if it concludes that the petitioner has failed to exercise due diligence in petitioning for a change pursuant to other appropriate provisions of the Water Code.

In this case, an urgent need exists for the proposed change because Water Year 2007 is following a pattern similar to Water Year 2002, when hydrologic conditions caused the storage in Lake Mendocino to decline to low levels. At the low storage levels, water supplies to support survival of listed Russian River salmonid fisheries, particularly adult Chinook salmon, are threatened, and recreation at Lake Mendocino is impaired. Without the proposed change, SCWA would need to release additional stored water from Lake Mendocino during the summer, resulting in a reduction in the cold water pool in Lake Mendocino, which is needed to sustain cooler and more stable flows in the upper Russian River during the fall, when state and federally listed fish species are sensitive to flows and temperatures. Additionally, hydrologic forecasts for Water Year 2007 indicate Lake Mendocino water levels may drop below levels observed in 2002 absent approval of the petition, which could create serious water supply impacts. Further, if Water Year 2008 is a dry or critically dry year, extra storage in Lake Mendocino will be crucial for the continued survival of these fish during 2008.

### **8.2 No Injury to Any Other Lawful User of Water**

The SCWA is required to maintain specific flows at various locations in the Russian River from its most upstream point of diversion to the river's confluence with the ocean. Therefore, SCWA must release sufficient water to satisfy diversions by both lawful and unlawful water users. It is anticipated that all of the SCWA water contractors and other legal users of water will receive the water to which they are entitled during the reduced flows specified in this Order.

### **8.3 No Unreasonable Effect Upon Fish, Wildlife, or Other Instream Beneficial Uses**

Although approval of this Order will result in reduced flows downstream from Coyote Dam, conservation of the cold-water pool in Lake Mendocino will allow enhanced management of the flows in early fall for the benefit of fish migration. Releases from Lake Sonoma into Dry Creek should remain at normal-year levels, and the resultant flow below Healdsburg will remain at or above a minimum instantaneous flow of 85 cfs, at the Hacienda Bridge near Guerneville. Reduced flows in the Russian River may impair instream beneficial uses, including recreation. The potential for impairment to instream beneficial uses; however, is not unreasonable considering the potential impacts to fisheries, water supply, and recreation in Lake Mendocino that could occur if the petition were not approved. To further ensure that there are no unreasonable impacts to fish, wildlife, and instream beneficial uses, this Order contains conditions incorporating measures suggested by DFG and NMFS.

Based on comments received during the June 5, 2007 workshop, an additional term is added requiring SCWA to evaluate the feasibility of reducing diurnal flow variations caused by operation of the Wohler inflatable dam. Inclusion of this term should alleviate concerns regarding flow variability and provide more stable flows in Lower Russian River, thus benefiting fish, wildlife, instream beneficial uses and recreational users.

### **8.4 The Proposed Change is in the Public Interest**

The proposed change will help conserve cold water in Lake Mendocino so that it can be released for listed Russian River salmonid fisheries present in the Russian River during the late summer and fall months. It is in the public interest to preserve water supplies for these beneficial uses when hydrologic circumstances or structural repairs intervene to cause dangerous reductions in these water supplies.

Approval of SCWA's petition will help SCWA maintain the level in Lake Mendocino for a longer period of time. According to SCWA estimates in its Hydrologic Analysis, if the "normal-year" water releases remain in effect, Lake Mendocino will reach minimum pool by late August 2007 and fall to 8,000 af by October 2007. However, if the Temporary Urgency Change Petition is approved for the requested period of time, Lake Mendocino storage is predicted to drop no lower than 22,000 af during October 2007.

In light of comments received regarding the need for mandatory conservation measures, and to ensure that SCWA takes all possible actions to prevent storage levels in Lake Mendocino from dropping to low levels, this order adds terms requiring SCWA to (1) temporarily reduce diversions from the Russian River by 15 percent; and (2) submit a plan detailing the actions that will be taken to work with Russian River water users to reach an overall water conservation goal of 15 percent during the term of the Order and to investigate waste and unreasonable use of Russian River water.

#### 9.0 CONCLUSIONS

The State Water Board has adequate information in its files to make the evaluation required by Water Code section 1435.

I conclude that, based on the available evidence:

1. The permittee has an urgent need to make the proposed change;
2. The petitioned change will not operate to the injury of any other lawful user of water;
3. The petitioned change will not have an unreasonable effect upon fish, wildlife, or other instream beneficial uses; and,
4. The petitioned change is in the public interest.

This Order revises Order 2007-0015-DWR to incorporate the terms regarding conservation measures and reducing diurnal flow variability described herein. These revisions do not substantially alter the approval issued by the Division in Order 2007-0015-DWR.

#### ORDER

**NOW, THEREFORE, IT IS ORDERED THAT:** Order 2007-0015-DWR approving the petition filed by SCWA for temporary change in Permits 12947A, 12949, 12950, AND 16596 is amended, and the terms included in that Order are amended to read as follows:

All existing terms and conditions of the subject permits remain in effect, except as temporarily amended by the following provisions:

1. From the date of this Order until October 28, 2007, minimum flows in the Russian River, as specified in Term 18 of Permit 12947A, Term 15 of Permits 12949 and 12950, and Term 13 of Permit 16596, shall be modified as follows:
  - a. From May 1 through May 31, 2007, discharge from Coyote Dam shall remain at or above 75 cubic feet per second (cfs), minimum instantaneous flows shall be (1) 100 cfs at the confluence of the West Fork and East Fork Russian River; and (2) 125 cfs at the United States Geological Survey (USGS) Gage No. 11462500 located on the Russian River north of Hopland.

From June 1 through October 28, 2007, minimum instantaneous flow in the Russian River between the confluence of the West Fork and East Fork Russian River and Dry Creek shall be:

75 cfs, except that the flow shall be not less than 125 cfs at the USGS gages at both Hopland (No. 11462500) and Healdsburg (No. 11464000) on the Russian River, after a cumulative seasonal total of 200 adult Chinook salmon move upstream past the SCWA Mirabel inflatable dam. A lag time of three to seven days for the higher flows to reach Healdsburg is appropriate.

- b. Minimum flow in the Russian River between its confluence with Dry Creek and the Pacific Ocean shall be as follows unless the water level in Lake Sonoma is below 292.0 feet with reference to the National Geodetic Vertical Datum of 1929, or unless prohibited by the United States Government:

85 cfs instantaneous flow, as measured at the Hacienda Bridge near Guerneville;

125 cfs instantaneous flow at the USGS gage on the Russian River at Healdsburg, within seven days after a cumulative seasonal total of 200 adult Chinook salmon move upstream past the SCWA Mirabel inflatable dam.

2. To protect against stranding of fish when releases from Lake Mendocino are converted from normal-year to dry-year criteria, flow in the East Fork Russian River immediately below Coyote Dam shall not be reduced by more than 25 cfs per hour.
3. SCWA shall not release water from Lake Sonoma in excess of the flows required to satisfy existing water rights and the interim instream flow requirement established in this Order for the Russian River downstream of its confluence with Dry Creek.
4. SCWA shall monitor and record daily numbers of adult Chinook salmon moving upstream past the Mirabel inflatable dam beginning no later than August 15, 2007 and ending upon expiration of this Order. SCWA will consult with NMFS and the DFG on a weekly basis regarding the status and findings of the monitoring effort.
5. SCWA shall monitor numbers of adult Chinook salmon in representative deep pools in the lower Russian River downstream of the Mirabel inflatable dam on a weekly basis beginning September 8, 2007 and ending when sustained flows in the Russian River at Healdsburg are greater than 125 cfs or upon expiration of this Order. SCWA will consult with NMFS and DFG on a weekly basis regarding the status and findings of the monitoring effort.
6. If operations pursuant to this Order result in sustained closure of the lagoon at the terminus of the Russian River at the Pacific Ocean, or numbers of adult salmon in the Russian River are determined by NMFS to be very low through September 30, 2007, then SCWA shall immediately consult with NMFS and DFG regarding possible measures to facilitate upstream movement of salmon. SCWA shall immediately implement measures required by NMFS and DFG to facilitate the movement of salmon.
7. SCWA shall monitor numbers of adult Chinook salmon in representative deep pools in the upper Russian River (Lake Mendocino to Healdsburg) on a weekly basis on the same schedule as salmon monitoring operations required under Term 5. SCWA will consult with NMFS and DFG on a weekly basis regarding the status and findings of the monitoring effort.
8. SCWA shall submit a Temperature Monitoring Plan for Lake Mendocino and the Russian River within two weeks after the adoption of this Order. The Plan shall provide a detailed description of temperature monitoring efforts necessary for determining the temperature impacts resulting from changes approved by this Order. SCWA shall implement the Plan immediately upon its approval by the Division.

9. SCWA shall prepare a Water Quality Monitoring Plan for the Russian River in consultation with: (1) the North Coast Regional Water Quality Control Board, (2) the United States Geological Survey, and (3) the Division of Water Rights. The purpose of the Plan shall be to determine the water quality effects of the temporary urgency change approved herein. The Plan shall be submitted to the Chief of the Division for approval within two weeks of the date of this Order. SCWA shall implement the Plan immediately upon approval of the Plan by the Division.
10. This Order does not authorize any act that results in the taking of a threatened or endangered species, or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code sections 2050 to 2097) or the federal Endangered Species Act (16 U.S.C.A. sections 1531 to 1544). If a "take" will result from any act authorized under this Order, the permittee shall obtain authorization for an incidental take permit prior to construction or operation. Permittee shall be responsible for meeting all requirements of the applicable Endangered Species Act for the temporary urgency change authorized under this Order.
11. The State Water Board reserves jurisdiction to supervise the temporary urgency change under this Order, and to coordinate or modify terms and conditions, for the protection of vested rights, fish, wildlife, instream beneficial uses and the public interest as future conditions may warrant.
12. The SCWA shall immediately notify the State Water Board if any significant change in storage conditions in Lake Mendocino occurs that warrants reconsideration of this Order.
13. SCWA shall make a 15 percent reduction in diversions from the Russian River to its service area from July 1 until expiration of this order (October 28, 2007). This reduction shall be calculated based on permittee's actual diversion from the Russian River from July through October 2004.
14. Within 30 days of the date of this Order, the SCWA shall submit a plan to the State Water Resources Control Board to obtain the cooperation and participation of agricultural and municipal Russian River water users that are not supplied by SCWA to reach a water conservation goal of 15 percent for the period of July 1 until the expiration of this order (October 28, 2007). In addition, the plan shall include measures to identify and prevent any waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of water. The plan shall include a detailed schedule with planned completion dates for key events. The plan, including the schedule, is subject to approval by the Chief of the Division of Water Rights of the State Water Board in regard to its completeness and inclusion of significant project milestones. SCWA shall submit any additional information or revisions to the schedule requested within the period specified by the Division Chief. SCWA shall implement the schedule as approved by the Division Chief. SCWA shall include the following information in the plan:
  - a. An explanation of SCWA's authority to impose mandatory water conservation measures and identification of the persons and entities subject to that authority.
  - b. Identification of Russian River water users who are not subject to SCWA's authority to impose mandatory water conservation measures.
  - c. Steps that SCWA will take to investigate the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of water from the Russian River. SCWA shall submit monthly reports to the State Water Board on its progress.
  - d. Steps that SCWA will take to gain the cooperation and participation of water users in conserving water and preventing the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of water from the Russian River. SCWA shall submit monthly reports to the State Water Board on its progress.

15. Within 30 days of the date of this Order, the SCWA shall submit a plan to the State Water Resources Control Board to reduce diurnal flow variation downstream of the Wohler inflatable dam. The plan shall include actions that will be taken for the period of July 1 until the expiration of this order (i.e., short-term actions) and actions to be taken after the expiration of this order (i.e., long-term actions) to address flow variation caused by the inflatable dam. The plan shall also include a detailed schedule for reducing flow variation in both the short-term and long-term, including the planned completion dates for key events. The plan, including the schedule, is subject to approval by the Chief of the Division of Water Rights of the State Water Board in regard to its completeness and inclusion of significant project milestones. SCWA shall submit any additional information or revisions to the schedule requested within the period specified by the Division Chief. SCWA shall implement the schedule as approved by the Division Chief.
16. SCWA shall prepare a Water Conservation Status Report for SCWA's service area and other areas served by Lake Mendocino. The report shall specify the water conservation measures being implemented in the areas served by Lake Mendocino, and shall specify the water savings resulting from the measures during the term of this temporary urgency change. The report shall estimate water conservation savings during future years. The report shall be submitted to the Chief, Division of Water Rights by November 15, 2007. The scope and content of the report shall be similar to the report submitted to comply with WR Order 2004-0035.

STATE WATER RESOURCES CONTROL BOARD

ORIGINAL SIGNED BY

*Charles R. Hoppin*  
Board Member

Dated: June 13, 2007

**Attachment B**  
**Restructured Agreement for Water Supply**

**RESTRUCTURED AGREEMENT FOR WATER SUPPLY**

by and between

SONOMA COUNTY WATER AGENCY  
CITY OF COTATI  
CITY OF PETALUMA  
CITY OF ROHNERT PARK  
CITY OF SANTA ROSA  
CITY OF SONOMA  
FORESTVILLE WATER DISTRICT  
NORTH MARIN WATER DISTRICT  
VALLEY OF THE MOON WATER DISTRICT  
TOWN OF WINDSOR

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RESTRUCTURED AGREEMENT FOR WATER SUPPLY

THIS AGREEMENT is made on \_\_\_\_\_ by and between the following public entities:

SONOMA COUNTY WATER AGENCY, herein called "Agency",  
CITY OF COTATI, herein called "Cotati",  
CITY OF PETALUMA, herein called "Petaluma",  
CITY OF ROHNERT PARK, herein called "Rohnert Park",  
CITY OF SANTA ROSA, herein called "Santa Rosa",  
CITY OF SONOMA, herein called "Sonoma",  
FORESTVILLE WATER DISTRICT, herein called "Forestville",  
NORTH MARIN WATER DISTRICT, herein called "North Marin",  
VALLEY OF THE MOON WATER DISTRICT, herein called "Valley of the Moon", and  
TOWN OF WINDSOR, herein called "Windsor",

The parties hereto hereby mutually covenant and agree as follows: -

**PART 1 - GENERAL**

**1.1 Recital of Purposes**

Among the purposes of this Agreement are to provide a water supply or a supplemental water supply for each of the Water Contractors, to encourage water conservation and recycled water use that reduces potable water use, to provide environmental improvements and enhancements to allow for sustainable and continued use of Russian River Project water, to encourage the development of local supply projects to offset potable water use, and to provide for payment to the Agency for water delivered hereunder sufficient to enable it to pay the capital costs of major replacements and additions to the Transmission System and to meet its Revenue Bond Obligations and its expenses of operating and maintaining the Transmission System.

**1.2 Definitions**

When used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent of this Agreement, the terms:

(a) "Acre feet" and "AF" mean one acre-foot or 325,850 gallons of water.

(b) "Additional Facilities" means the additional facilities that must be constructed or acquired after the completion of the Russian River-Cotati Intertie in order for the Agency to be able to make the deliveries authorized by Sections 3.1 and 3.2, including, but not limited to: an aqueduct generally paralleling the Intertie Aqueduct; an aqueduct generally paralleling the south part of the Petaluma Aqueduct from the Intertie Aqueduct to Kastania Reservoir; an aqueduct generally paralleling the Sonoma Aqueduct; an aqueduct connecting the Kawana Springs and Ralphine reservoirs; the transmission line pumping plants necessary to regulate flows to Storage Facilities; 55.5 million gallons of reservoir storage; 56.9 mgd of Russian River water production capacity; water-treatment facilities; and Emergency Wells.

(c) "Aqueduct Facilities" means the pipelines of the Intertie, Petaluma, Santa Rosa and Sonoma Aqueducts, an additional pipeline to be constructed generally paralleling the Intertie Aqueduct, a pipeline to be constructed generally paralleling the south part of the Petaluma Aqueduct from the Intertie Aqueduct to Kastania Reservoir, and a pipeline to be constructed or acquired generally paralleling the Sonoma Aqueduct.

(d) "Capital Cost" means the total funds expended for capital improvements, major replacements, or portions thereof, as context requires, including, but not limited to, planning, engineering, environmental impact analysis, right of way, financial and legal fees, interest during construction, and materials, construction, and replacement costs.

(e) "Common Facilities" means all Transmission System facilities except Storage Facilities and Aqueduct Facilities, but including additional facility aqueduct capacity constructed specifically to make the deliveries that have been authorized by Section 3.12, and including the Potter Valley Project or portion thereof if acquired pursuant to Section 2.4.

(f) "Corporate Territory" means the boundary from time to time existent of a city, agency, district or other governmental entity with powers to accept and distribute water.

(g) "Customer" means any of the following customers of the Agency:

(1) "Water Contractor" means a party signatory to this Agreement except the Agency and Forestville.

(2) "Other Agency Customer" means the Agency, the County of Sonoma, California-American Water Company (with respect to the Larkfield Water District), Forestville Water District, Lawndale Mutual Water Company, Kenwood Village Water Company, Penngrove Water Company, the City of Sebastopol, the State of California, and Santa Rosa Junior College.

(3) "Marin Municipal" means the Marin Municipal Water District.

(4) "Russian River Customer" means any Agency customer within Sonoma County who has or in the future will have contracts with the Agency to divert or redivert water directly from the Russian River or Dry Creek without the use of the Transmission System.

(5) "Regular Customer" means the any of the Water Contractors or the Other Agency Customers.

(h) "Emergency Wells" means auxiliary groundwater production wells that may be utilized to provide additional delivery capacity when necessary due to drought, equipment failure, or other transmission capacity impairment, inability to divert Russian River Project water (for water quality reasons or otherwise), or any other reason beyond the control of the Agency.

(i) "Entitlement" means the quantity of water a Regular Customer shall from time to time require at such rates of flow as are necessary to meet its peak day's demand, subject to the delivery limitations set forth in Sections 2.2, 3.1, 3.2, and 3.5.

(j) "Entitlement Limits" means the maximum amounts of water the Agency is obligated to deliver to any Regular Customer from the Transmission System, as specified in Sections 3.1(a), 3.2(a), 3.2(c), and 3.2(d).

(k) "Fiscal Year" (abbreviated FY) means the period from July 1 through the following June 30.

(l) "Forestville Aqueduct" means the existing pipeline from the Santa Rosa Aqueduct to Forestville, the existing booster pumping plant, the existing 300,000-gallon reservoir, and all other facilities financed with the proceeds of the sale of Series E of the Agency's 1955 Bonds.

(m) "Intertie Aqueduct" means the existing 48-inch inside diameter pipeline extending from the Mirabel Park intake facilities on the Russian River to the Petaluma Aqueduct in the vicinity of Cotati with appurtenances thereto including turnouts to serve Forestville, Santa Rosa, Cotati and Rohnert Park. The Intertie Aqueduct consists of three reaches: "Reach 1" from the Mirabel intake facilities to Forestville, "Reach 2" from Forestville to the extension of Hall Road and "Reach 3" from the extension of Hall Road to the junction with the Petaluma Aqueduct at Cotati. Reach 3 is further divided into "Reach 3a" from the extension of Hall Road to Occidental Road, "Reach 3b" from Occidental Road to the Cotati reservoirs and "Reach 3c" from the Cotati reservoirs to the Petaluma Aqueduct.

(n) "Kawana Pipeline" means the pipeline connecting the Reach 3a of the Intertie Aqueduct with Kawana Springs Reservoirs.

(o) "Local Supply Project" means a water supply project undertaken by one or more Water Contractors, which reduces demand on the Transmission System during the months of June, July, August, or September.

(p) "Marin Municipal" means the Marin Municipal Water District.

(q) "mgd" means a million gallons of water per day.

(r) "Oakmont Pipeline" means that certain pipeline and appurtenances generally paralleling the Sonoma Aqueduct that were constructed by the Agency pursuant to an agreement between the City of Santa Rosa and Agency dated April 29, 1986.

(s) "Operation and Maintenance Costs" means the Agency's costs of operating the Transmission System including its power costs, costs of maintaining the Transmission System in a good state of repair, payments made to the owner of the Potter Valley Project to insure the continued operation of the Potter Valley Project provided they are annually approved by the Water Advisory Committee, regardless of whether or not such payments result in the ultimate transfer of title to all or part of the Potter Valley Project to the Agency, and costs of administering the Transmission System and furnishing the water supplies pursuant to this Agreement; provided, however, that costs relating to the use of Transmission System facilities for public recreation purposes, except (1) costs to permit limited passive public recreation on Transmission System lands not in conflict with operational or water quality requirements, or (2) necessary

costs associated with land ownership, shall not constitute "Operation and Maintenance Costs."

(t) "Ordinance No. 1" means Ordinance No. 1 of the Agency adopted on December 28, 1970, providing for the issuance of the Revenue Bonds, together with any other ordinances of the Agency supplemental thereto or amendatory thereof.

(u) "Other Agency Customer" means the Agency, the County of Sonoma, California-American Water Company (with respect to the Larkfield Water District), Forestville Water District, Lawndale Mutual Water Company, Kenwood Village Water Company, Penngrove Water Company, the City of Sebastopol, the State of California, and Santa Rosa Junior College.

(v) "Petaluma Aqueduct" means the existing pipeline and appurtenances, including turnouts, from the Santa Rosa Aqueduct to Petaluma. The "south part" of the Petaluma Aqueduct means the portion thereof south of the junction thereof with the Intertie Aqueduct and the "north part" means the portion north of said junction to Scenic Avenue.

(w) "Potter Valley Project" means Federal Energy Regulatory Commission Project No. 77.

(x) "Recycled Water" means wastewater treated to applicable standards set forth in Title 22 of the California Code of Regulations, Division 4 Environmental Health, as may be amended from time to time.

(y) "Recycled Water and Local Supply Sub-Charge" and "Recycled Water and Local Supply Fund" mean the sub-charge and fund established by the Agency under Section 4.15.

(z) "Recycled Water Project" means any programs, projects, or facilities that produce or deliver recycled water, provided that the recycled water produced or delivered by such projects or facilities (1) results in a reduction in use of potable water from the Transmission System, (2) reduces the amount of water diverted from the Russian River or its tributaries, (3) provides an environmental benefit which increases or avoids reduction to the water supply or Transmission System capacity available to the Water Contractors, or reduces the cost of providing such supply or capacity, or (4) assists the Agency to comply with the federal or state Endangered Species Act or any other environmental law or regulation, which compliance is required for the Agency to

provide the water supply or Transmission System capacity to the Water Contractors as provided in this Agreement.

(aa) "Regular Customer" means the any of the Water Contractors or the Other Agency Customers.

(bb) "Remaining Facilities" means those portions of the Russian River-Cotati Intertie authorized to be constructed or acquired by the Tenth Amended Agreement For Water Supply and Construction of the Russian River-Cotati Intertie Project, dated November 14, 1997, which have not been constructed or acquired on the effective date of this Agreement, including, but not limited to, 20 mgd of standby pump and collector capacity; the Wohler-Forestville pipeline; the Eldridge-Madrone pipeline; Collector No. 6, and the Oakmont Pipeline.

(cc) "Revenue Bond Obligations" means the payment of principal of and interest on the Revenue Bonds and all other obligations and covenants of the Agency with respect to the Revenue Bonds, including specifically any covenant to establish and maintain rates and charges to provide revenue coverage in excess of a specified amount.

(dd) "Revenue Bonds" means any of the following if issued or entered into for sole purpose of financing the Capital Cost of Transmission System facilities or other facilities authorized to be constructed, acquired, or funded under this Agreement: (1) all series or issues of revenue bonds issued pursuant to ordinances and resolutions of the Agency or of any joint powers authority of which the Agency is a member or (2) any loan agreement, grant agreement, lease-purchase agreement, certificate of participation agreement, note, commercial paper, or other debt or financing agreement entered into by the Agency or by any joint powers authority of which the Agency is a member. As used in this Agreement, the term "issue Revenue Bonds" includes entering into any of the agreements set forth in clause (2) of the preceding sentence, and the term "holders of Revenue Bonds" includes any holders of or counterparties to any such agreements.

(ee) "Russian River Conservation Charge" means the charge established in Subsection (a) of Section 4.18 of this Agreement.

(ff) "Russian River-Cotati Intertie" means the Intertie Aqueduct and associated intake facilities on the Russian River, including the diversion dam, intake works, infiltration ponds, collectors, water treatment facilities, groundwater wells having a minimum production capacity of 7 mgd, a Russian River water quality monitoring system,



pumps, telemetry equipment and related buildings and appurtenances, and associated storage facilities.

(gg) "Russian River Customer" means any Agency customer within Sonoma County who has or in the future will have contracts with the Agency to divert or divert water directly from the Russian River or Dry Creek without the use of the Transmission System.

(hh) "Russian River Project" means Coyote Valley Dam/Lake Mendocino on the Russian River, Warm Springs Dam/Lake Sonoma on Dry Creek, and related works as contemplated by House Document Number 585, 81st Congress, 2nd Session, House Document Number 547, Eighty-Seventh Congress, Agency Board of Directors Resolutions No. 6847 adopted May 24, 1955, No. 7798 adopted September 27, 1955, No. DR00793-1 adopted September 25, 1961 and Resolution No. DR68485 adopted December 23, 1980, or any agreement between the Agency and the United States related to Coyote Valley Dam or Warm Springs Dam.

(ii) "Russian River Projects Charge" means the charge established in Subsection (b) of Section 4.18.

(jj) "Russian River Projects Fund" means the fund established by the Agency to pay or partially pay for: (1) carrying out the Agency's Coyote Valley Dam Project and Warm Springs Dam Project channel-stabilization works obligations to the United States Government and the State of California under Agency Board of Directors Resolutions No. 6847 adopted May 24, 1955, No. 7798 adopted September 27, 1955, No. DR00793-1 adopted September 25, 1961 and Resolution No. DR68485 adopted December 23, 1980; (2) securing and defending appropriate water rights which are necessary for the realization of the full benefits of the Coyote Valley Dam and Warm Springs Dam Projects; (3) the Agency's share of the United States Government's investment, operation and maintenance, and major replacement costs associated with the Coyote Valley Dam and Warm Springs Dam Projects; (4) the acquisition of all or part of the Potter Valley Project or contributions made to the Project owner to insure the continued operation of all or part of the Project; and (5) fishery mitigation and enhancement projects undertaken by the Agency in the Russian River and Eel River and their tributaries.

(kk) "Santa Rosa Aqueduct" means the existing pipeline and appurtenances, including turnouts, from the collector wells at Wohler to the Ralphine Tank farm on the east extension, and to Scenic Avenue on the south extension.

(ll) "Sonoma Aqueduct" means the existing pipeline and appurtenances, including turnouts, from the Ralphine reservoirs to Sonoma. The Sonoma Aqueduct consists of two reaches: "Reach 1" from the Ralphine reservoirs to Pythian Road and "Reach 2" from Pythian Road to the Sonoma reservoirs.

(mm) "Storage Facilities" means all reservoirs on the Transmission System, the pipeline connecting the Kawana Springs Reservoirs with the Intertie Aqueduct; the pipeline connecting the Kawana Springs and Ralphine reservoirs; the Oakmont Pipeline; the pipeline connecting the Kastania reservoir with the Petaluma Aqueduct; the existing booster pumping plant and the existing 300,000-gallon reservoir components of the Forestville Aqueduct; and transmission line pumping plants necessary to regulate flows to storage facilities.

(nn) "Surplus Customer" means any person or entity who, as of the date of this agreement, was being served Surplus Water by the Agency.

(oo) "Surplus Water" has the meaning defined in subsection (a) of Section 3.4 of this Agreement.

(pp) "Transmission System" means the Agency's water production, storage, treatment and transmission facilities, including but not limited to the Santa Rosa, Petaluma, and Sonoma Aqueducts, the Russian River-Cotati Intertie, Emergency Wells, the Warm Springs Hydroelectric Project, future water production, storage, treatment and transmission facilities to be constructed as set forth in Sections 2.2 and 2.3, and the Potter Valley Project, if acquired by the Agency pursuant to Section 2.4.

(qq) "Trustee" means the Trustee or Trustees for the Agency (or for any joint powers authority of which the Agency is a member) and the holders of the Revenue Bonds appointed pursuant to ordinances or resolutions of the Agency relating to Revenue Bonds, or any successor(s) or assignee(s) thereof.

(rr) "Warm Springs Dam Project" means that certain project authorized for the Russian River, Dry Creek, California, by the Flood Control Act of 1961, enacted October 23, 1962 (Public Law 874, 87th Congress).

(ss) "Warm Springs Hydroelectric Project" means Federal Energy Regulatory Commission Project No. 3351.

(tt) "Water Advisory Committee" means the advisory committee established in Part 5 of this Agreement.

(uu) "Water Conservation Project" means (1) any program, project, or activity that will reduce potable water use within a Regular Customer's service area (including, but not limited to, activities undertaken pursuant to Section 1.12 of this Agreement, but excluding Recycled Water Projects or Local Supply Projects approved after the date of this Agreement), or (2) any materials, supplies, Agency staff time, or contractor services provided by the Agency in support of any Regular Customer's Water Conservation Project.

(vv) "Water Contractor" means a party signatory to this Agreement except the Agency and Forestville.

### **1.3 Term of Agreement**

This Agreement shall become effective upon its execution by all the parties hereto and shall remain in effect until June 30, 2040, or, if any Revenue Bonds are outstanding on June 30, 2040, until such date as all Revenue Bonds shall have been paid in full and all obligations and covenants of the Agency with respect to any Revenue Bonds shall have been discharged. The Agency shall enter into renewal agreements for periods not to exceed forty years each with any or all of the Water Contractors requesting the same for water supplies within the delivery capabilities of the Agency's Transmission System, at a cost no greater than the Agency's Operation and Maintenance Costs and unreimbursed Capital Costs allocated on a proportionate use basis, it being understood that such renewal agreements shall provide for Entitlements and Entitlement Limits for each customer as set forth herein.

### **1.4 Previous Agreements Terminated or Modified**

(a) The Eleventh Amended Agreement for Water Supply, dated January 26, 2001, between the Agency and the Water Contractors is terminated as of the effective date of this Agreement and superseded by this Agreement.

(b) Existing agreements between the Agency and Windsor are terminated and amended as follows, effective as of the effective date of this Agreement:

(1) All prior agreements between the Agency and Windsor for water deliveries from the Transmission System are terminated as of the effective date of this

Agreement, including the Application for Water Service, dated April 1, 1987. All water deliveries to Windsor from the Transmission System shall be made in accordance with this Agreement.

(2) The Agreement for the Sale of Water between the Sonoma County Water Agency and the Windsor Water District, dated June 8, 1991, is amended as follows:

(i) By deleting the text of Section 4 ("Shortage of Water and Apportionment") thereof and replacing it with the following: "In the event of a shortage in the quantity of water available to its customers, including the Town of Windsor, the Agency shall apportion water as provided in the Restructured Agreement for Water Supply, dated \_\_\_\_\_. In such event, (1) the Town of Windsor shall limit its total diversions and rediversions of water from the Russian River, including both diversion and rediversions pursuant to this agreement and all of its other diversions and rediversions, to the amounts of water that the Agency allocates to the Town of Windsor, and (2) in determining the amount of water available for allocation, the Agency shall include the amount of water available for diversion or rediversion by the Town of Windsor under its water rights in addition to the amount available to the Agency under its own water rights."

(ii) By adding at the end of Section 10 ("Payment") the following: "The Town of Windsor shall also pay any charges required by the Restructured Agreement for Water Supply, dated \_\_\_\_\_, including the charges required by Section 4.17(b) of that agreement."

#### **1.5 Enforcement**

The failure of any Water Contractor to perform its obligations hereunder shall not excuse the remaining Water Contractors from performing their obligations hereunder nor excuse the Agency from performing its obligations hereunder to said remaining Water Contractors. Each and all of the provisions of this Agreement shall be enforceable by action brought by any party hereto for specific performance or any other appropriate action at law for damages or in equity for other appropriate relief to the end that no party hereto shall suffer from the default of any other party. Nothing in this Agreement shall preclude any Water Contractor from seeking unilateral redress under the law from the Agency, or any other party, Customer, or entity. Any owner or holder

of Revenue Bonds may also enforce any provision of this Agreement inuring to the benefit of the holders of the Revenue Bonds.

#### **1.6 Amendments**

(a) Except as hereafter provided, this Agreement may be amended only with the consent of all the parties hereto.

(b) Any annual delivery limit contained in Section 3.1 may be modified by written Agreement between the Agency and the Water Contractor to which such annual delivery limit applies without the consent of the other parties to this Agreement for the purpose of conforming such annual delivery limits to a general plan which is applicable to the service area of such Water Contractor. Copies of any such written agreements shall be provided to all the parties to this Agreement.

(c) As of the effective date of this Agreement, Forestville is no longer a Water Contractor, and this Agreement may be amended without the consent of Forestville, provided, however, that Forestville's consent shall only be required for any amendment that impairs or affects any then-existing obligation of the Agency to supply water to Forestville from the Transmission System.

(d) If any amendment to this Agreement reduces the revenues to be received by the Agency or otherwise impairs the ability of the Agency to meet its Revenue Bond Obligations, then such amendment shall be effective only with the consent of the Trustee. The Trustee shall give such consent if the Trustee determines that, following such amendment, the Water Contractors will be obligated under this Agreement to make payments to the Agency sufficient to enable the Agency to pay principal of and interest on the Revenue Bonds and to meet all its other Revenue Bond Obligations. In making such determination, the Trustee may rely upon such certificates or opinions from qualified attorneys, engineers or accountants as the Trustee may deem necessary and obtain from the Agency.

#### **1.7 Pledge of Revenues**

Each party hereto acknowledges that anything herein to the contrary notwithstanding, all sums paid to the Agency pursuant to this Agreement are "Revenues of the Transmission System" of the Agency as defined in Ordinance No. 1, except (a) the payments and credits set forth in Section 4.4, (b) the payments of the Russian River Conservation Charge and the Russian River Projects Charge made

pursuant to Section 4.11 and 4.18, (c) the payments of the Water Management Planning Sub-Charge made pursuant to Section 4.13, (d) the payments of the Watershed Planning and Restoration Sub-Charge made pursuant to Section 4.14, (e) the payments of the Recycled Water and Local Supply Sub-Charge made pursuant to Section 4.15, and (f) the payments of the Water Conservation Sub-Charge made pursuant to Section 4.16, and are pledged to the payment of the Agency's Transmission System Revenue Bond Obligations. All said sums shall be received, allocated and paid out pursuant to and consistent with Ordinance No. 1 and other obligations and covenants of the Agency with respect to Revenue Bonds. All references in this Agreement to the accounting for, allocating, paying, and crediting of monies are subject to the priority established by Ordinance No. 1 on all such revenues.

The parties hereto recognize that the Revenue Bonds are to be paid from revenues, as provided herein, and that it is the intention of the parties that the charges set forth herein will be sufficient to pay the Revenue Bonds and to meet the Revenue Bond Obligations not met from other sources of funds. The Water Contractors, therefore, agree to pay promptly such charges notwithstanding any deficiency in the quantity or quality of water to which they or any of them would be entitled pursuant to this Agreement. The provisions of this Agreement are made for the benefit of the owners and holders from time to time of the Revenue Bonds and may be enforced by or on behalf of any such owner or holder.

#### 1.8 Books, Records and Accounts

The Agency shall keep or cause to be kept, proper books, records and accounts in which complete and accurate entries shall be made of all monies received from all entities, including the Agency's Regular Customers, and of the basis for and application of said money, including detailed sub accounts showing expenditures made from Operation and Maintenance Charge revenues for Water Conservation Projects, Recycled Water Projects, Local Supply Projects, water management planning, and watershed planning and restoration. Said books, records and accounts will be available during normal business hours for inspection by the Water Contractors or their authorized representatives. The Agency will transmit to the Water Contractors two reports each year of the receipts and expenditures of the Transmission System. The first report will be issued no later than February 1 and shall be accompanied by a preliminary budget for the following Fiscal Year, and will show expenditures for the first half of the Fiscal Year together with estimated year-end expenditures and estimated expenditures for the following Fiscal Year. The second report will be issued after the end of each Fiscal Year and will contain a budgetary accounting of Transmission System expenditures,

revenues and balances for the Fiscal Year. Each month the Agency shall supply each Water Contractor with a summary showing the amount of water delivered during the preceding month to each Regular Customer and Surplus Customer.

**1.9 Water Contractors' Duty to Provide Funds**

Each Water Contractor shall use any and all means legally available to it (including, without limitation, the enactment and maintenance in effect of legislation establishing fees, tolls, rates and charges pertaining to the operation of its water distribution system) so as to produce monies sufficient in amount to meet the monetary obligations incurred by it pursuant to this Agreement and to enable it to maintain its water distribution system in good working order.

**1.10 Severability**

If any one or more sections, provisions, promises, or conditions of this Agreement is declared void or voidable for any reason by a final judgment or order of a court of competent jurisdiction, it is hereby declared to be the intention of each party and agreed that each and all of the other sections, provisions, promises and conditions of this Agreement shall be and remain in full force and effect.

**1.11 Third Party Beneficiaries**

Except for the holders of the Revenue Bonds, no third party beneficiaries are intended or established by this Agreement.

**1.12 Water Conservation Requirements**

(a) The Regular Customers of the Agency, and the Agency, shall (1) become members of the California Urban Water Conservation Council ("CUWCC") within six months of the effective date of this Agreement and remain as members in good standing; (2) sign the "Memorandum of Understanding Regarding Urban Water Conservation in California" ("MOU") maintained by the CUWCC and implement the Best Management Practices ("BMPs") of water conservation as are promulgated by CUWCC from time to time, or implement alternative water conservation measures that secure at least the same level of water savings, and shall complete and file the annual CUWCC report form; and (3) implement or use their best efforts to secure the implementation of any water conservation requirements that may be added as terms or conditions of the Agency's appropriative water rights permits or licenses, or with which the Agency must

comply under compulsion of regulation or law. In addition to and notwithstanding the foregoing, all Regular Customers of the Agency shall require metered billing of all customer accounts they serve.

(b) Should the Water Advisory Committee determine and so notify any Water Contractor that its efforts to achieve compliance with the water conservation practices required by this Section 1.12 are unsatisfactory, then such Water Contractor shall bring its water conservation program into compliance within six months after such notice, or within such additional time as may be granted by the Water Advisory Committee. Should such Water Contractor's noncompliance as determined by the Water Advisory Committee continue for six months after such notice of noncompliance, or beyond such additional time as may be granted by the Water Advisory Committee, then the Water Contractor shall thereafter pay a surcharge on all water delivered by the Agency pursuant to this Agreement equal to ten percent of the Operation and Maintenance Charge until the Water Advisory Committee determines that such Water Contractor is in compliance. The proceeds of any surcharge paid pursuant to this section shall be deposited and paid out in the same manner as the proceeds of the Water Conservation Fund.

(c) The Agency shall use its best efforts to modify its rules and regulations and existing contracts with Other Agency Customers to implement the water conservation requirements set forth in Section 1.12(a) and the default provisions set forth in Section 1.12(b). With respect to Russian River Customers, the Agency shall use its best efforts to encourage and, where and when possible, require said customers to sign the "MOU" maintained by the CUWCC and implement the "BMPs" of water conservation as are promulgated by CUWCC from time to time.

(d) Nothing in this section shall limit Regular Customers to implementing only those Water Conservation Projects contemplated by the CUWCC BMPs. Regular Customers are encouraged to implement Water Conservation Projects that go beyond the CUWCC BMPs.

#### **1.13 Recycled Water and Local Supply Project Requirements**

Within ten (10) years from the effective date of this Agreement, the Water Contractors shall use their best efforts to carry out or participate in Recycled Water or Local Supply Projects capable of delivering Recycled Water or potable water sufficient to reduce the Water Contractors' collective deliveries from the Transmission System (including, in the case of Windsor, reductions in withdrawals from Windsor's Russian



River wells), by at least 7,500 acre-feet per year, with approximately 50% of such reduction resulting from Recycled Water Projects.

#### **1.14 Transitional Provisions Applicable to Forestville**

As of the effective date of this Agreement, the Agency's right, title, and interest in facilities comprising the Forestville Aqueduct shall be transferred as follows:

(a) The existing Forestville pipeline from the Santa Rosa Aqueduct to Forestville and the storage building at the existing booster pumping plant shall be transferred to Forestville.

(b) The existing booster pumping plant and the existing 300,000-gallon reservoir shall become Storage Facilities.

(c) Subject to the limitation in subsection (d) of this section, the Agency shall provide funding to Forestville for the Capital Costs of an 8" pipeline to be constructed by Forestville from the Intertie Aqueduct at the extension of Templeman Road, west on Templeman Road to State Highway 116, then north on State Highway 116 West to Kay Lane. The pipeline shall be funded as a common facility. Forestville shall commence construction on the pipeline within five years of the effective date of this Agreement; provided, however, that if the commencement of construction is delayed due to the application to Forestville of any circumstance specified in the second paragraph of Section 2.2 of this Agreement, then the Agency's General Manager/Chief Engineer may authorize an extension of the commencement date.

(d) The Agency's funding obligation under this section shall be limited to \$690,000, increased by the change in the ENR Construction Cost Index between the effective date of this Agreement and the date of commencement of construction of the pipeline.

#### **1.15 Local Production Capacity Goal**

In order to mitigate against drought, earthquakes, spills, temporary impairments, and other events impacting the quantity or quality of water available from the Transmission System, and other emergencies that can befall an urban water supply system, it is highly desirable that each Water Contractor achieve and maintain local water production capacity capable of satisfying approximately forty percent (40%) of the Water Contractor's average day of the maximum month demand.

**PART 2 - PLANNING, FINANCING, ACQUISITION, CONSTRUCTION,  
OPERATION AND MAINTENANCE**

**2.1 Financing Additions to the Existing Transmission System**

The Agency will, subject to all applicable limitations specified in this Agreement and all applicable legal and regulatory limitations, finance additions to the Transmission System with cash available pursuant to Sections 3.6, 4.2, 4.6, 4.7, 4.8, 4.12, payments made by Marin Municipal pursuant to Section 4.11, payments made by North Marin pursuant to Section 4.4 and 4.9, any state, federal, or other grants or loans which may become available, and, if the Agency decides to issue new series or issues of Revenue Bonds, proceeds from the sale of Revenue Bonds.

**2.2 Scheduling of Additions and Replacements to the Existing Transmission System**

Subject to the availability of sufficient cash or proceeds from the sale of Revenue Bonds (if the Agency decides to issue new series or issues of Revenue Bonds) and any state, federal, or other grants or loans which may become available, and subject to all applicable limitations specified in this Agreement, the Agency will (1) construct or acquire additions to the existing Transmission System sufficient to meet the delivery Entitlements set forth in Section 3.1 and 3.2 at such times as may be necessary to enable it to reliably deliver to each of the Water Contractors such Entitlements at the time that each contractor shall require the same and to make the deliveries authorized pursuant to Section 3.12; (2) construct additional Russian River water production facilities (up to a total capacity of 168.9 mgd) so that the total water production capacity available at all times is not less than the average daily delivery to the Regular Customers and Marin Municipal (excluding Surplus Water and water in excess of Entitlement Limits) during the month of highest historical use plus 20 mgd; (3) construct, acquire, or lease Emergency Wells with capacities which are from time to time determined by the Water Advisory Committee; (4) construct Additional Facilities (up to a total capacity of 174.3 million gallons) to the extent necessary to maintain a quantity of water in storage equal to 1.5 times the average daily delivery to the Regular Customers except North Marin during the month of highest historical use; and (5) replace existing facilities and construct Additional Facilities, related buildings and appurtenances as necessary to insure the reliable and efficient operation of the Transmission System and to insure that the quality of the water delivered complies with all applicable state and federal water quality requirements.

The time within which the Agency shall be obligated to construct such additions and replacements to the existing Transmission System shall be extended, however, as a result of any delays caused by fire, earthquake, other acts of God, acts of the public enemy, riots, insurrections, governmental regulations on the sale or transportation of materials or supplies, strikes affecting such construction or transportation of materials or supplies in connection therewith, any State or Federal environmental regulations or restrictions, shortages and/or delay in the obtaining of materials, shortages of or allocations of fuel and other sources of energy, litigation resulting in court orders restraining the construction of such additions and replacements, inability of Agency for any reason to deliver the Revenue Bonds or any series thereof, or any other causes beyond the control of Agency or any contractor constructing any part of such additions and replacements.

### **2.3 Further Modifications to Transmission System**

(a) With the approval of the Water Advisory Committee and subject to the availability of sufficient funds, the Agency may undertake studies, and prepare technical reports, financial plans, and environmental documents for Transmission System facilities in addition to those authorized to be constructed by this Agreement. If such activities are undertaken pursuant to this paragraph, the cost thereof shall be considered to be costs of Common Facilities and shall be paid from funds available pursuant to subsection (c) of Section 4.2, or from the proceeds of Revenue Bonds and payments made by North Marin pursuant to Section 4.4. If the cost is paid from the proceeds of Revenue Bonds and payments made by North Marin, the cost shall be allocated as provided in subsection (b), paragraph 9 of Section 4.3 and Section 4.9.

(b) Except for the facilities described in Section 2.2, the Agency will not construct or acquire additions to the Transmission System that would increase the charges payable by, or diminish or impair the water available to, any of the Water Contractors except on such terms and conditions as may be agreed upon in writing by the Agency and each Water Contractor who would be required to make any additional payment by reason of such construction or whose water supply might be diminished or impaired by such construction. If such addition is a booster pump or any other device, method, or system that would enlarge or increase the capacity of any one customer to the detriment of other users, then such addition or alteration shall not be made by Agency except by amendment to this Agreement. If a question arises as to whether an addition or alteration to the Transmission System requires an amendment of this Agreement pursuant to this section, then such question shall be submitted to the Water Advisory Committee and its decision shall be conclusive.

#### 2.4 Potter Valley Project

(a) All or part of the Potter Valley Project may be acquired upon a determination by the Board of Directors of the Agency that such acquisition is necessary to insure the Agency's continued ability to make the water deliveries authorized by this Agreement and maintain fisheries and other incidental benefits to the Russian River basin, provided, however, that no part nor all of the Potter Valley Project shall be acquired without the affirmative vote of at least six (6) representatives of the Water Contractors on the Water Advisory Committee representing at least two-thirds of the total weighted votes as calculated pursuant to Section 5.3(a). The Agency shall not be liable to any of its Customers for any damage resulting from any Agency decision regarding the acquisition or non-acquisition of any part or all of the Potter Valley Project.

(b) The Agency shall commence a process upon the effective date of this Agreement to evaluate the water supply and fisheries benefits provided by the Potter Valley Project within the Russian River watershed, the economic and operational feasibility of acquiring the Potter Valley Project, and whether alternative actions could reduce the need for the Agency to acquire the Potter Valley Project. Alternative actions to be evaluated may include the increased use of recycled water to reduce agricultural and other diversions from the Russian River and its tributaries; the modification of instream flow requirements in the Russian River; and the completion of state and/or federal recovery plans for salmonid species listed as threatened or endangered in the Russian River watershed. The cost of such evaluations shall be paid from Watershed Planning and Restoration Sub-Charge funds available pursuant to subsection 4.14; however, the Agency shall use its best efforts to obtain the agreement of other interested parties who divert water from the Russian River or its tributaries (including municipal and agricultural diverters) to pay for a portion of such costs and to participate in the implementation of such alternative actions. Before acquiring the Potter Valley Project, the Agency shall conduct an environmental analysis of the acquisition pursuant to CEQA, which analysis may include an evaluation of alternative flow regimes from the Potter Valley Project into the Russian River and the Eel River.

(c) Upon determination by Agency that alternative actions could reduce the need for the Agency to acquire the Potter Valley Project, the Agency and the Water Contractors shall engage in a cooperative process to implement said other actions.

### **2.5 Water Conservation Projects**

Subject to the restrictions set forth in Section 4.16, the Agency may undertake or fund any cost-effective Water Conservation Project that has been approved by the Water Advisory Committee.

### **2.6 Recycled Water and Local Supply Projects**

Subject to the approval of the Water Advisory Committee, the Agency may (a) construct, fund, or partially fund studies or investigations or the Capital Cost of local Recycled Water Projects and Local Supply Projects, or (b) enter into agreements for the acquisition and sale of Recycled Water (or the rights to Recycled Water). The Agency and the Water Contractors shall seek financial contributions for local Recycled Water and Local Supply Projects funded under this section from benefitted wastewater treatment plant owners, sanitation districts, and other benefitted parties. Projects constructed, funded, or partially funded by the Agency under this section shall not be part of the Transmission System, and the operation and maintenance cost of such projects shall be the responsibility of the Water Contractors or other parties carrying out, sponsoring, or participating in such projects. The benefits from any Recycled Water Project shall be apportioned equitably based upon the respective financial contributions to the Recycled Water Project by the parties funding such project. The Capital Costs (including Revenue Bond Obligations, if any) of Local Supply Projects or Recycled Water Projects or of acquiring Recycled Water or the rights thereto shall be paid or partially paid from the Recycled Water and Local Supply Fund.

### **2.7 Water Management Planning**

The Agency shall periodically prepare a draft regional Urban Water Management Plan pursuant to the Water Code for consideration by the Water Contractors. Each Water Contractor shall provide the Agency with all information and data the Agency reasonably determines to be necessary to allow the Agency to prepare the draft regional Urban Water Management Plan. The Agency shall use its best efforts to prepare a draft regional Urban Water Management Plan that meets the requirements of the Water Code. Each Water Contractor shall either adopt the draft regional Urban Water Management Plan prepared by the Agency as its Urban Water Management Plan, or prepare and adopt its own Urban Water Management Plan pursuant to the Water Code. Before adopting the Urban Water Management Plan prepared by the Agency, a Water Contractor shall evaluate the Plan, and adoption of the Plan by a Water

Contractor shall constitute a determination by that Water Contractor that the Plan meets the requirements of the Water Code as to that Water Contractor.

### 2.8 Watershed Planning and Restoration

(a) The Agency may undertake any action, study, or project approved by the Water Advisory Committee related to (1) the development or implementation of watershed restoration and maintenance plans and projects (including, but not limited to, stream restoration projects, water quality monitoring studies and projects, public education and outreach activities, and funding of third-party studies and projects) or (2) groundwater studies and investigations. Before undertaking any such action, study or project: (1) the Agency shall consider suggestions received from the public, Water Contractors, and interested parties and organizations such as the Russian River Watershed Association as to the actions, studies, and projects to be undertaken by the Agency hereunder; and (2) the Agency and the Water Contractors shall identify and use their best efforts to obtain funding contributions from other parties that would benefit from the actions, studies, or projects authorized hereunder, including but not limited to federal and state loans and grants, municipalities (including Russian River Customers, county and special district governments), and urban and industrial development, gravel mining, agriculture, forest harvesting, recreation, and sport and commercial fishing interests.

(b) The authority granted to the Agency under this Section 2.8 is permissive and not mandatory, and that nothing in this Section 2.8 shall (1) require the Agency to undertake any action or project unless such action or project is approved by the Agency, (2) impair or affect the Agency's right to undertake any action or project not funded under this Agreement, or (3) require the Agency to engage in any regulatory activity.

(c) The Agency may carry out projects and activities within the scope of subsection (a) above that primarily or exclusively benefit one or more Water Contractors, provided (1) each such project and activity is approved by the Water Advisory Committee and the benefitted Water Contractors, and (2) some or all benefitted Water Contractors enter into an agreement with the Agency for such project or activity and agree to pay supplemental charges as approved by the Agency and the Water Advisory Committee to defray all or a portion of the cost of the project or activities.

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### 2.9 Planning Coordination

(a) The parties to this Agreement shall consult with agencies that have planning and zoning powers within their water service territories in the manner set forth in California Government Code Section 65352.5 in order to promote close coordination and consultation between water supply agencies and land use approval agencies to ensure that proper water supply planning occurs in order to accommodate projects that will result in increased demands on water supplies.

(b) The parties to this Agreement shall consult with agencies that have building regulatory powers pursuant to the Government Code and Health and Safety Code to promote use of water conservation equipment, fixtures, appliances, devices and techniques.

**2.10 Operation and Maintenance**

The Agency shall operate and maintain the Transmission System in a good state of repair.

PART 3 - WATER SUPPLY

3.1 Delivery Entitlements of Water Contractors

Subject to Section 3.5, the Agency shall deliver to each Water Contractor at the points of delivery hereinafter set forth such quantities of water as the Water Contractor shall from time to time require at such rates of flow as are necessary to meet its peak day's demand, subject to the following:

(a) The Agency shall not be obligated to deliver water in excess of the following:

Water Contractor/Aqueduct	Average Daily Rate of Flow During Any Month	Annual Amount During Fiscal Year (excluding Surplus Water)
Santa Rosa		
From Reach 1, 2, and 3a of the Intertie Aqueduct	40.0 mgd	
From the Santa Rosa Aqueduct	40.0 mgd	
From the Sonoma Aqueduct	4.0 mgd	
Maximum combined total from all aqueducts	56.6 mgd	29,100 AF
North Marin		
From Petaluma Aqueduct	19.9 mgd	14,100 AF
Petaluma		
From Petaluma Aqueduct	21.8 mgd	13,400 AF
Rohnert Park		
From Petaluma Aqueduct or Reach 3 of Intertie Aqueduct	15.0 mgd	7,500 AF



Valley of the Moon			
From Sonoma Aqueduct	8.5 mgd		3,200 AF
Sonoma			
From Sonoma Aqueduct	6.3 mgd		3,000 AF
Cotati			
From Petaluma Aqueduct or Reach 3 of Intertie Aqueduct	3.8 mgd		1,520 AF
Windsor			
From Santa Rosa Aqueduct	1.5 mgd		900 AF
From Russian River Diversions	7.2 mgd		4,725 AF

The delivery limits for Windsor include both water delivered by the Agency through the Transmission System and water diverted by Windsor through facilities owned by Windsor under its own water rights and under the Agency's water rights pursuant to the agreement between the Agency and Windsor dated January 8, 1991. Windsor shall not divert any water under the Agency's water rights through its own facilities except and to the extent that water is unavailable for diversion under any of Windsor's available water rights, as such rights currently exist or may exist in the future. Windsor shall act with diligence to take all actions necessary to obtain and retain any water rights to which Windsor may be entitled. For purposes of allocations pursuant to Section 3.5(a), (1) Windsor shall be considered to be a "Russian River Customer" with respect to its direct Russian River diversions, and (2) in determining the amount of water available for allocation under Section 3.5(a), the Agency shall include the amount of water available for diversion by Windsor under Windsor's water rights in addition to the amount available to the Agency under its own water rights. For purposes of allocations pursuant to Section 3.5(b), Windsor's average daily rate of flow during any month Entitlement Limit shall be 1.5 mgd.

(b) North Marin shall not take delivery of water at an instantaneous delivery rate greater than its average delivery rate for such day, if such instantaneous delivery rate would increase the Agency's cost of electrical energy. North Marin shall not take delivery of water at a rate of more than 19.9 mgd during more than 14 days of any month, nor at a rate of more than 20.9 mgd during any day of any month. Irrespective of its delivery Entitlement, North Marin shall nevertheless have the right to a flow rate of 14.8 mgd in the Petaluma Aqueduct.

(c) No Water Contractor shall take delivery of water at an average rate during any month that is greater than 2.0 times the average rate of delivery to that contractor during the preceding 12 months. The Agency also shall adopt this requirement as a service rule applicable to Other Agency Customers. However, if any Regular Customer was during the preceding 12 months subject to a curtailment in deliveries pursuant to Section 3.5, then the limit prescribed by this subsection shall be 2.0 times the average rate of delivery that such customer would have received in the absence of such curtailment. This rule shall not apply to Water Contractors who utilize local sources of supply to reduce demand on the Transmission System during the peak summer period of June 1 through September 30, and whose average production rate for said period from all of the contractor's local sources is equal to at least 2.0 times the average production rate of all of that contractor's local sources during the eight months immediately preceding the peak summer period.

(d) No Water Contractor shall take delivery of water during any month at an average rate that is greater than 1.3 times the average rate of delivery to that contractor during the peak month of the prior three calendar years without the written consent of the Agency. The Agency also shall adopt this requirement as a service rule applicable to Other Agency Customers. Such consent shall be given by the Agency if and only if sufficient transmission capacity exists to make such increased deliveries and the deliveries to the other Water Contractors required to be made pursuant to this section. However, if any Water Contractor was during the preceding three calendar years subject to a curtailment in deliveries pursuant to Section 3.5, then the limit prescribed by this subsection shall be 1.3 times the average rate of delivery that such contractor would have received during the peak month of the prior three calendar years in the absence of such curtailment.

(e) For purposes of determining Santa Rosa's average daily rate of flow during any month Entitlement Limit under this subsection, all water delivered to Santa Rosa from the Kawana Pipeline or from the pipeline connecting the Kawana Springs and Ralphine reservoirs shall be deemed delivered from Reach 3a of the Intertie Aqueduct.

### **3.2 Conditions on Other Agency Customer Deliveries**

The Agency may furnish water from the Transmission System to Other Agency Customers subject, however, to the following conditions:

(a) The total quantity of water delivered to all the Other Agency Customers shall not exceed an average of 2.7 million gallons per day during any month.

(b) The Agency shall not enter into contracts to furnish water to any Other Agency Customer except itself or the County of Sonoma for use on land within two miles of the Corporate Territory of a Water Contractor or Forestville except with the prior written consent of such Water Contractor or Forestville, which consent will be subject to the condition that the Agency shall cease delivering water to such customer whenever a Water Contractor or Forestville is willing and able to furnish water to such customer. Water delivered by the Agency from the Transmission System to the Agency or the County of Sonoma shall not be used for residential, commercial, or private industrial purposes.

(c) The Agency shall not deliver more than an average of 0.5 million gallons per day during any month from the south part of the Petaluma Aqueduct to Other Agency Customers.

(d) The Agency shall not deliver more than an average of 1.5 million gallons per day during any month from Reach 1 of the Intertie Aqueduct to Forestville.

(e) The Agency shall not sell water from the Transmission System except as expressly authorized by this Agreement.

### **3.3 Deliveries in Excess of Entitlement Limits**

(a) No Regular Customer may take delivery of water in excess of its average daily rate of flow during any month Entitlement Limit as set forth in Sections 3.1 or 3.2, except upon the following conditions:

first, that such excess delivery does not impair or delay the delivery to any other Regular Customer of its Entitlements; and

second, that the Regular Customer taking the excess delivery is then proceeding in good faith, with plans and funding to develop a reliable water supply, sufficient to supply its needs in excess of its Entitlement Limits; and

third, that either

(1) all the Water Contractors approve such excess delivery; or

(2) such excess delivery is made during a period when deliveries to another Water Contractor are less than its Entitlement Limits, such excess delivery does not exceed the unused amounts of said contractor's Entitlement Limits, and said contractor has notified the Agency in writing of its consent to said delivery.

(b) Any Water Contractor may transfer any portion of its annual amount during any fiscal year Entitlement Limit to any other Water Contractor for such periods of time and pursuant to such terms as agreed to by the transferor Water Contractor and the transferee Water Contractor, subject to the following:

(1) Such transfer shall not impair or delay the delivery to any other Regular Customer of its Entitlements.

(2) Notice of a proposed transfer, including adequate information to identify any impacts to deliveries of water to other Water Contractors, shall be provided to all the other Water Contractors individually, to the Water Advisory Committee, and to the Agency. Upon request of any other Water Contractor, the transferor and transferee Water Contractors shall promptly meet to identify and resolve any potential impacts of the proposed transfer. If any Water Contractor determines that the proposed transfer will impair or delay the delivery of its Entitlements, such Water Contractor may file a written objection to the proposed transfer with the Water Advisory Committee, with a copy to the Agency. Such objection must be filed no later than 45 days after the Water Contractor receives notice of the proposed transfer. Thereafter, the Water Advisory Committee shall determine whether the proposed transfer will impair or delay the delivery of the objecting Water Contractor's Entitlements, and whether there are measures that will eliminate such impairment or delay. In the absence of an objection to a proposed transfer by any Water Contractor, the approval of the Water Advisory Committee is not required.

(3) The average daily rate of flow during any month Entitlement Limit of the transferee Water Contractor as set forth in Sections 3.1 or 3.2 and the other delivery limitations applicable to the transferee Water Contractor shall not be affected by, and shall remain applicable notwithstanding, any transfer under this subsection.

(4) Payments to the Agency for delivery of the transferred water to the transferee Water Contractor shall be based upon the Aqueduct rate applicable to the transferee Water Contractor pursuant to this Agreement.

(5) The transferor and transferee Water Contractors shall be responsible for all regulatory compliance relating to the transfer, including compliance with the provisions of the California Environmental Quality Act. To the greatest extent permitted by law, the transferor and transferee Water Contractors shall indemnify and defend each of the other Water Contractors and the Agency from any claims, damages, or judicial or administrative proceedings arising out of any actions related to this Subsection 3.3(b), whether or not there is concurrent negligence on the part of the other Water Contractors or the Agency or each of them, but excluding liability due to the sole active negligence or willful misconduct of any of the other Water Contractors, the Agency, or each of them. The latter exclusion shall operate only as to the particular Water Contractor or Agency whose sole active negligence or willful misconduct caused the exclusion.

#### **3.4 Surplus Water**

(a) Surplus Water is water that from time to time may be available for delivery from the Transmission System in excess of the amounts required to meet the Agency's contractual obligations and the requirements of all the Agency's Regular Customers for uses other than those described in subdivision (b) of this section.

(b) Surplus Water may be used only for the following purposes:

(1) replenishment of surface water supply reservoirs or recreational lakes, including but not limited to Ralphine, Spring, and Stafford Lakes, or

(2) replenishment of groundwater basins;

provided, however, that Surplus Water also may be provided for use for irrigation of land used for commercial production of food or fiber if such provision of water is required by any agreement in existence on the effective date of this Agreement.

(c) The Agency shall deliver Surplus Water only from separate metered turnouts on the Transmission System or the North Marin Aqueduct.

(d) The Water Contractors shall have first priority on deliveries of Surplus Water.

(e) The Agency desires to transfer all of its Surplus Customers to the Water Contractors. The parties to this Agreement shall cooperate in the voluntary permanent transfer of Surplus Customers from the Agency to the party whose corporate territory encompasses the site of a given Surplus Customer or whose corporate territory boundary is within two miles of the turnout(s) serving said customer. Should a given Surplus Customer lie within two miles of more than one party, the parties shall meet and confer with the Agency and by mutual agreement determine who is best suited to take over said Surplus Customer. Nothing in this subsection shall require a Water Contractor to take over service of any Agency Surplus Customer. Should a given party opt not to take over Surplus Customers who lie within their corporate territory or within two miles of the boundary of same, then any other party to this Agreement whose corporate territory lies within Sonoma County may apply to the Agency to take over said Surplus Customers. Parties who agree to take on such service shall be known as Surplus Water providers.

(f) Surplus Water providers agree to interrupt delivery of Surplus Water upon notification by Agency if Agency determines, in its sole discretion, that there exists an immediate or pending problem involving loss of Transmission System storage, inadequate pumping capacity, a valid complaint from any Regular Customer that they are not receiving their appropriate Entitlement as a result of Surplus Water deliveries, or any other problem impacting the delivery capability of the Transmission System. Surplus Water providers shall notify their customers of Agency's right to require such delivery interruptions. Notwithstanding the right of the Agency to notify and cause the interruption of delivery of Surplus Water, a Surplus Water provider may also interrupt delivery of Surplus Water at any time it determines it is necessary or prudent to do so in order to satisfy the demands of its non-Surplus Customers; or for water system maintenance, repair, or planned or unplanned outage of any nature whatsoever, including but not limited to a perceived, threatened or actual water shortage. Deliveries of Surplus Water shall not be deemed to be included as part of any Regular Customer's Entitlement or Entitlement Limit.

### **3.5 Shortage of Water and Apportionment**

- (a) (1) The Agency shall use its best efforts to obtain, perfect, and maintain appropriate water rights in amounts sufficient to be able to make the water deliveries provided for in this Agreement. In its operation of the Russian River Project, the Agency shall use all reasonable means to prevent a deficiency in the

quantity of water that is available to the Agency for diversion and redirection under the Agency's water rights. However, nothing in the preceding two sentences shall be construed to limit the Agency's discretion to take appropriate actions in good faith to resolve any issue that may arise under the federal Endangered Species Act or any other federal or state law affecting the Agency's water rights or operation of the Russian River Project.

(2) If by reason of drought, environmental laws or regulations, other causes beyond the control of the Agency, or any change in the amounts of water imported by the Potter Valley Project into the Russian River watershed (whether or not such change is caused by any action or inaction of the Agency) a deficiency does occur, the Agency shall not be liable to any of its customers for any damage arising therefrom.

(3) In the event of a deficiency pursuant to subsection 3.5(a)(2), the Agency first shall cease all deliveries of Surplus Water to other than the Water Contractors; second, shall cease deliveries of all Surplus Water; third, shall cease deliveries to Regular Customers in excess of their respective annual Entitlement Limits; and fourth, shall apportion the available supply of water as follows:

(i) first, deliver to each of its Regular Customers, not in excess of their respective Entitlement Limits, authorize Agency's Russian River Customers to divert or redirect not in excess of the amounts for which those customers have contracted to purchase from the Agency, and deliver to Marin Municipal not in excess of the amounts, if any, that are required to be delivered pursuant to the Third Amended Offpeak Water Supply Agreement dated January 25, 1996, the Amended Agreement for the Sale of Water between the Sonoma County Water Agency and the Marin Municipal Water District dated January 25, 1996, amendments to these agreements that have been approved by the Water Advisory Committee, or subsequent agreements between the Agency and Marin Municipal that have been approved by the Water Advisory Committee, the quantities of water required by each such customer for human consumption, sanitation, and fire protection as determined by the Agency after taking into consideration all other sources of potable water then available to said customer, including, for Russian River Customers, water available under their own water rights;

(ii) second, to the extent additional water is available to the Agency, allocate that water proportionately as follows: deliver such water to Agency's Regular Customers based upon their respective average daily rate of flow during any month Entitlement Limits, authorize the Agency's Russian River Customers to divert or redivert such water based upon the delivery limits set forth in the agreements between the Agency and its Russian River Customers, and deliver such water to Marin Municipal pursuant to and to the extent required by the Third Amended Offpeak Water Supply Agreement dated January 25, 1996, the Amended Agreement for the sale of Water between the Sonoma County Water Agency and the Marin Municipal Water District dated January 25, 1996, amendments to these agreements that have been approved by the Water Advisory Committee, or subsequent agreements between the Agency and Marin Municipal that have been approved by the Water Advisory Committee;

(iii) provided, however, that no Customer shall receive under subsections 3.5(a)(3)(i) and 3.5 (a)(3)(ii) a total quantity of water in excess of its reasonable requirements or its said Entitlement Limits or contracted amount, whichever is less.

(b) (1) In the event of a temporary impairment of the capacity of the Transmission System by reason of natural disaster, sabotage or other causes beyond the control of the Agency, the Agency shall not be liable to any of its customers for any damage arising therefrom.

(2) In the event of a Section 3.5(b)(1) impairment, the Agency shall:

(i) first, deliver to each of its Regular Customers the quantity of water, not in excess of the respective average daily rate of flow during any month Entitlement Limit, required by it for human consumption, sanitation, and fire protection as determined by the Agency after taking into consideration all other sources of potable water then available to said customer;

(ii) second, to the extent additional Transmission System capacity is available to the Agency, deliver a quantity of water to the Regular Customers in proportion to their respective average daily rate of flow during any month Entitlement Limits, provided, however, that no Regular



Customer shall receive under subsections 3.5 (b)(2)(i) and (b)(2)(ii) a total quantity of water in excess of its reasonable requirements or its average daily rate of flow Entitlement Limit, whichever is less;

(iii) third, to the extent additional Transmission System capacity is available, deliver water to Regular Customers in excess of their average daily rate of flow Entitlement Limits pursuant to Section 3.3;

(iv) fourth, to the extent additional Transmission System capacity is available, deliver water to Marin Municipal not in excess of the delivery limitations in Section 3.12;

(v) fifth, to the extent additional Transmission System capacity is available, deliver Surplus Water to the Water Contractors;

(vi) sixth, to the extent additional Transmission System capacity is available, deliver Surplus Water to other than the Water Contractors.

(3) However, deliveries to Marin Municipal shall not be reduced or curtailed under this Section 3.5(b) because of inadequate capacity in the new aqueduct to be constructed generally paralleling the portion of the Petaluma Aqueduct that extends from the Ely Pumping Plant to Kastania Reservoir, if such new aqueduct is paid for and dedicated to the Agency pursuant to Section 13 of the Amended Agreement for the Sale of Water between the Sonoma County Water Agency and the Marin Municipal Water District dated January 25, 1996.

- (c) (1) In determining "human consumption, sanitation, and fire protection" amounts pursuant to this Section 3.5, the Agency shall take into account the level of water conservation achieved by the Customer and the resulting decrease in end user ability to reduce water use (the hardening of demand) resulting from such conservation. The allocations pursuant to subsection 3.5(a)(3)(i) shall be determined using a methodology which rewards and encourages water conservation; avoids cutbacks based upon a percentage of historic consumption, and, among other things, bases the amounts necessary for "human consumption, sanitation, and fire protection" upon no greater than average indoor per capita water use determined from recent retail billing records for winter water use by all of the Water Contractors; and, if necessary or appropriate for equitable purposes, considers commercial, industrial and institutional water uses separately and determines that element of the subsection 3.5(a)(3)(i) allocation

based on winter water use from recent retail billing records for commercial, industrial, and institutional uses.

(2) The fundamental purpose of the "reasonable requirements" limitation is to ensure that no Customer receives more water during a shortage than that Customer reasonably needs. In determining "reasonable requirements" pursuant to this Section 3.5, the Agency may take into account the hardening of demand resulting from the level of conservation achieved by the Customer; the extent to which the Customer has developed Recycled Water Projects and Local Supply Projects; and the extent to which the Customer has implemented water conservation programs (including conservation required pursuant to the provisions of Section 1.12 of this Agreement). It is the intention of the parties to this Agreement that the Agency make its "reasonable requirements" determinations so as to encourage Customers to implement water conservation, Recycled Water, and Local Supply Projects.

(d) The Agency shall at all times have an adopted water shortage allocation methodology sufficient to inform each Customer of the water that would be available to it pursuant to Section 3.5(a) in the event of reasonably anticipated shortages, which methodology shall be consistent with this Section 3.5 and shall be included in the Urban Water Management Plan prepared pursuant to Section 2.7.

(e) The parties agree that it is extremely difficult and impractical to determine the damage caused to the Agency or other Customers as a result of the taking of water by any Customers in excess of the limitations contained in this Section 3.5. If any Customer takes delivery of water from the Transmission System or otherwise from the Russian River system in violation of this Section 3.5, then it shall pay the Agency, in addition to all other applicable charges, liquidated damages in an amount equal to 50 percent of the applicable Operation and Maintenance Charge (including all sub-charges) times the amount of water taken in violation of the provisions of this Section 3.5. The Agency shall use its best efforts to incorporate this liquidated damages provision into its agreements with Other Agency Customers, Russian River Customers, Marin Municipal Water District, and into the Agency's rules and regulations for the provision of water service, and impose liquidated damages pursuant to this Section 3.5(e). The existence of this liquidated damage provision shall not limit or restrict the Agency from physically limiting the quantity of water taken to the amounts authorized by this Section 3.5 or from pursuing all other available legal and equitable remedies applicable to such violations. By affirmative vote, the Water Advisory Committee may request that the Agency physically limit the quantity of water taken by a Regular

Customer to the amounts authorized by this Section 3.5 or that the Agency pursue all other available legal and equitable remedies applicable to such violations. The proceeds of any liquidated damages assessed pursuant to this subsection shall be deposited and paid out in the same manner as the proceeds of the Operation and Maintenance Charge.

(f) Notwithstanding subsections (a) and (b) above, as an alternative method for allocation under this Section 3.5 during a period of water deficiency or temporary Transmission System impairment, the Water Advisory Committee (or, in the event of a Transmission System temporary impairment affecting fewer than all of the Water Contractors, the Water Advisory Committee representatives of the Water Contractors affected by the temporary impairment) may, by unanimous vote, determine how water shall be allocated among the affected Water Contractors. The Agency shall provide a calculation methodology or other information adequate to enable the determination, in a manner consistent with this Section 3.5, of the volume of water to which (i) the Water Contractors as a group, and (ii) all other Customers would be respectively entitled. Any alternative method for allocation determined by the Water Advisory Committee pursuant to this subsection shall apply only to the volume of water to which the Water Contractors are entitled as a group.

(g) In the event that Transmission System capacity is expanded by the construction of facilities other than those authorized by this Agreement, then notwithstanding anything in this Section 3.5 to the contrary, any allocations made pursuant to this section to Forestville that are based upon the average daily rate of flow during any month Entitlement Limits shall not use a denominator greater than 133.4 mgd.

### **3.6 Fire Fighting Service**

Anything herein to the contrary notwithstanding, the Agency may furnish water for fire fighting from hydrants or standpipes on the Transmission System, provided, however, that such service within two miles of the Corporate Territory of a Water Contractor may be furnished only if and during the period of time said Water Contractor consents thereto in writing. The Agency shall set fees sufficient to recover the full cost of installing and maintaining and supplying water to fire hydrants. All revenue from such fees shall be treated the same as money received from the Operation and Maintenance Charge and shall be deposited and paid out as set forth in Section 1.7 and subdivision (b) of Section 4.1. Agency shall adopt service rules limiting hydrant water usage to fire suppression, fire training and limited temporary uses such as providing metered construction water.

### 3.7 Quality of Water

(a) The Agency warrants that it will use its best efforts to insure that all water delivered hereunder shall be of such purity and quality required to meet minimum standards for human domestic consumption from time to time established by the state and federal governments. The Agency shall not be liable to any of its Customers for any damage arising from the quality of water that it delivers under this Agreement, except for damages based on any breach of the warranty described in the preceding sentence.

(b) The payment obligations of the Water Contractors set forth in Part 4 shall not be affected in any manner by the quality of the water delivered by the Agency hereunder.

### 3.8 Points of Delivery

All water furnished to each Water Contractor hereunder shall be delivered at the discharge flange of meters at turnouts owned and maintained by the Agency. Turnouts in addition to those now existing shall be constructed from time to time at such locations as shall be agreed upon by the Agency and the Water Contractors involved. Water delivered to Petaluma and North Marin at the McNear meter station shall be delivered at a hydraulic gradient of not less than 175 feet mean sea level. Turnouts installed for Regular Customers shall be not less than 8 inches in diameter. Turnout installation charges shall be determined from time to time by resolution of the Board of Directors of the Agency and shall be payable by the Customer prior to turnout installation by Agency.

### 3.9 Risk of Loss and Responsibility

Title and risk of loss with respect to all water delivered hereunder shall pass from the Agency to the Water Contractor at the point of delivery thereof as set forth in Section 3.8. The Agency shall not be responsible for the control, transmission, distribution, handling or use of water beyond the point of delivery thereof. Each Water Contractor shall be responsible for installing and maintaining any device it deems necessary to reduce or regulate the pressure under which the water may be delivered hereunder.

### 3.10 Place of Use of Water Delivered to North Marin

(a) North Marin may exchange water delivered under this Agreement for an equal amount of water delivered to it by Marin Municipal.

(b) Except as provided in subdivision (a) of this section, North Marin shall not permit any water delivered under this Agreement to be used outside of its own distribution system service areas.

**3.11 Measurement**

All water delivered by the Agency from the Transmission System shall be measured by meters installed and maintained by the Agency. The Agency shall test the accuracy of each meter not less frequently than annually and provide each Water Contractor with a report of such test. Each Water Contractor shall have the right at any time and at its expense to make additional tests of any meter. If a meter is found to be reading 2 percent or more fast or slow, it shall immediately be repaired to bring it within 2 percent accuracy or be replaced by the Agency.

**3.12 Marin Municipal Water Deliveries**

The Agency, pursuant to the Third Amended Offpeak Water Supply Agreement dated January 25, 1996 and the Amended Agreement For The Sale Of Water Between The Sonoma County Water Agency and the Marin Municipal Water District dated January 25, 1996, amendments to these agreements that have been approved by the Water Advisory Committee, or subsequent agreements between the Agency and Marin Municipal that have been approved by the Water Advisory Committee, may deliver water to Marin Municipal when and to the extent that the Transmission System has capacity in excess of that required by Agency to supply its Regular Customers the Entitlements set forth in Sections 3.1 and 3.2. However, deliveries to Marin Municipal shall not be reduced or curtailed because of inadequate capacity in the new aqueduct to be constructed generally paralleling the portion of the Petaluma Aqueduct that extends from the Ely Pumping Plant to Kastania Reservoir, if such new aqueduct is paid for by Marin Municipal and dedicated to the Agency pursuant to Section 13 of the Amended Agreement for the Sale of Water between the Sonoma County Water Agency and the Marin Municipal Water District dated January 25, 1996.

The maximum delivery rate to Marin Municipal between May 1 and October 31 shall not exceed 12.8 mgd. The total quantity of water delivered to Marin Municipal in any Fiscal Year shall not exceed 14,300 Acre Feet. Deliveries of water to Marin Municipal shall be made either through a separately metered turnout or through North Marin's metered turnout(s). If water is delivered through North Marin's metered turnout(s), then North Marin shall maintain in good repair and calibration metered turnouts at points of delivery from its system into Marin Municipal's system and shall

read such meters on or about the end of each month and provide to Agency an accounting of water delivered during the preceding month to Marin Municipal. In making such accounting, North Marin shall deduct from the total of water delivered to Marin Municipal any exchange water as provided in Section 3.10 of this Agreement and any water produced by North Marin and delivered to Marin Municipal.

**3.13 Damages for Peaking on the Transmission System or Taking Water in Excess of Average Daily Rate of Flow Entitlement Limits in Violation of Section 3.3**

The parties to this Agreement recognize that the Agency will have increased costs, in amounts that will be difficult to determine, if any Regular Customer takes water in violation of subsection (b), (c) or (d) of Section 3.1 or subsection (a) of Section 3.3. Accordingly, if any Regular Customer takes delivery of water from the Transmission System in violation of subsection (b), (c) or (d) of Section 3.1 or subsection (a) of Section 3.3, then it shall pay the Agency, in addition to all other applicable charges, liquidated damages in an amount equal to twenty-five percent (25%) of the applicable Operation and Maintenance Charge (including all sub-charges) times the amount of water taken in violation of these provisions. The assessment of liquidated damages pursuant to this section for a violation by a Regular Customer of subsection (b), (c) or (d) of Section 3.1 or subsection (a) of Section 3.1 may be waived by the Agency upon a showing by the contractor that the taking of delivery of water in violation thereof resulted from an act of God or other unforeseeable circumstances over which the Regular Customer had no control. The existence of this liquidated-damage provision shall not limit or restrict the Agency from physically limiting the quantity of water taken to the amounts authorized by this Agreement or from pursuing all other available legal and equitable remedies applicable to such violations. The proceeds of any liquidated damages assessed pursuant to this subsection shall be deposited and paid out in the same manner as the proceeds of the Operation and Maintenance Charge.

## PART 4 - CHARGES AND PAYMENTS

### 4.1 Separate Charges and Funds

(a) On or before April 30 preceding each Fiscal Year during which any of the following charges are payable, the Agency will establish the amount of the following charges for the ensuing Fiscal Year:

- (1) the Operation and Maintenance Charge, including
  - (a) the Water Management Planning Sub-Charge,
  - (b) the Watershed Planning and Restoration Sub-Charge,
  - (c) the Recycled Water and Local Supply Sub-Charge,
  - (d) the Water Conservation Sub-Charge,
- (2) the Aqueduct Facilities Capital Charges, including
  - (a) the Santa Rosa Aqueduct Capital Sub-Charge,
  - (b) the Sonoma Aqueduct Capital Sub-Charge,
  - (c) the Petaluma Aqueduct Capital Sub-Charge,
- (3) the Storage Facilities Capital Charge,
- (4) the Common Facilities Capital Charge, and
- (5) the North Marin Capital Charge.

In determining the amount of these charges, the Agency shall include a reasonable allowance for usual contingencies and errors in estimation, and to maintain a prudent reserve in an amount determined from time to time by the Water Advisory Committee.

(b) All monies received in payment of said charges shall be received, allocated, and paid out consistent with the obligations and covenants of the Agency with respect to Revenue Bonds.

(c) In establishing each of said charges, the Agency shall assume that the quantity of water (other than Surplus Water) to be delivered from each aqueduct of the Transmission System shall be the same as the amount of water delivered from said aqueduct during the twelve months preceding such establishment, or the average annual amount of water delivered during the preceding 36 months, whichever is less.

If because of drought or other water-supply reduction, state or federal order, or other similar condition, the Agency anticipates that any such quantities will not be predictive of future usage, the Agency may use a different amount with the prior approval of the Water Advisory Committee.

#### 4.2 Operation and Maintenance Charge

(a) The Operation and Maintenance Charge shall be a uniform annual charge per acre foot and shall be paid by all Regular Customers for all water delivered from the Transmission System.

(b) The aggregate amount of money to be received by the Agency from the Operation and Maintenance Charge for each Fiscal Year shall be sufficient to produce water sale revenues to cover the Agency's estimate of its Operation and Maintenance Costs for such Fiscal Year, to produce water sale revenues as required by Sections 4.13, 4.14, 4.15, and 4.16, and to produce additional revenues in amounts determined from time to time by the Water Advisory Committee to pay the Capital Costs of Common Facilities and Storage Facilities pursuant to subdivision (c) of this section.

(c) All money received by the Agency in payment of the Operation and Maintenance Charge shall be deposited and paid out as set forth in Section 1.7, and subdivision (b) of Section 4.1. After making the payments required by Section 1.7, remaining money received from the Operation and Maintenance Charge may be used to pay the Agency's operation and maintenance expenses, to make the deposits required by Sections 4.13, 4.14(g), 4.15, and 4.16(a), and to fund a prudent reserve for those expenses. Money received from the Operation and Maintenance Charge in excess of that necessary for operation and maintenance expenses, to make the deposits required by Sections 4.13, 4.14(g), 4.15, and 4.16(a), and to maintain a prudent reserve may from time to time be disbursed as provided in Section 4.5 to pay Capital Costs of Common Facilities and Storage Facilities. If money received from the Operation and Maintenance Charge is appropriated for expenditure for Storage Facilities, the funds shall be transferred to the Storage Facilities capital fund referred to in subsection (c) of Section 4.7. At the time of the transfer, an amount shall also be transferred to North Marin's account established pursuant to subsection (c) of Section 4.4, which amount shall bear the same proportion to the amount transferred to the Storage Facilities capital fund that the total amount payable by North Marin for the Operation and Maintenance Charge, exclusive of sub-charges, in the prior Fiscal Year bears to the total operation and maintenance revenue, exclusive of revenue from sub-charges, received by the Agency from sources other than North Marin during the prior Fiscal Year.



**4.3 Allocation of Capital Costs to North Marin**

(a) The Capital Costs of Remaining Facilities shall be allocated to North Marin in proportion to the following ratios:

	<u>Facility</u>	<u>Ratio</u>
1.	Storage Facilities	-0-
2.	Common Facilities	11.2/90.4

(b) The portions of the Capital Costs of the Additional Facilities, replacement facilities, and the Potter Valley Project, or the portion thereof that is to be acquired pursuant to Section 2.4 hereof, shall be allocated to North Marin are as follows:

	<u>Facility</u>	<u>Ratio</u>
1.	2nd pipeline, generally paralleling Intertie Aqueduct Reach 1	8.7/55.8
2.	2nd pipeline, generally paralleling Intertie Aqueduct Reach 2	8.7/55.8
3.	2nd pipeline, generally paralleling Intertie Aqueduct Reach 3a	8.7/55.8
4.	2nd pipeline, generally paralleling Intertie Aqueduct Reach 3b and 3c	8.7/42.4
5.	2nd pipeline, generally paralleling Petaluma Aqueduct from its junction with Intertie Aqueduct to Kastania Reservoir	5.1/38.8
6.	2nd pipeline, generally paralleling Sonoma Aqueduct	-0-
7.	Storage Facilities	-0-
8.	Russian River Water Production Facilities	8.7/55.8

9. All Common Facilities except Russian River Water Production Facilities, but including the Potter Valley Project 19.9/146.2

**4.4 Remaining Facility, Additional Facility and Replacement Facility Capital Cost Payments by North Marin**

The portion of the Capital Costs of the facilities allocated to North Marin pursuant to Section 4.3 shall be recovered by the Agency as follows:

(a) Each time the Agency decides to issue further series or issues of Revenue Bonds to finance the Capital Costs of constructing or acquiring any Remaining Facilities, Additional Facilities, or replacement facilities, or acquiring all or part of the Potter Valley Project, the Agency shall, prior to initiating the procedures for the issuance of such Revenue Bonds, notify North Marin of the Agency's estimate of the total cost of the Remaining Facilities, replacement facilities, Additional Facilities, or Potter Valley Project acquisition proposed to be financed by said series or issues of Revenue Bonds and of North Marin's portion of the cost allocated in accordance with Section 4.3. North Marin shall have the right, at its election, to pay North Marin's portion, or any part or parts thereof, of the cost of such Remaining Facilities, replacement facilities, Additional Facilities, or Potter Valley Project acquisition in cash, provided, however, that North Marin shall make its election on or before such date as the Agency shall specify, which date will give the Agency sufficient time to determine the amount of Revenue Bonds to be sold, but shall not be earlier than 30 days after said notification. If North Marin elects to make a cash payment, it shall do so on the date the Revenue Bonds are sold or on such later date as the Agency may agree upon and which will nevertheless enable the Agency to meet its obligations for said construction or acquisition. If North Marin elects to make a cash payment, the amount payable shall exclude interest during construction and financing charges.

(b) Upon completion of the construction or acquisition referred to in subdivision (a) of this section, any deficiency in the amount theretofore paid or credited and the actual amount of North Marin's portion thereof shall be paid by North Marin to the Agency.

(c) All payments made by North Marin pursuant to subdivisions (a) and (b) of this section shall be deposited in a separate account from which the Agency will make disbursements only to make payments that otherwise must be made by revenues received from the North Marin Capital Charge, or for the Agency's expenses in constructing the Remaining Facilities, Additional Facilities, and replacement facilities or

in acquiring all or part of the Potter Valley Project, up to the proportionate amounts allocated to North Marin utilizing the ratios contained in Section 4.3. The balance of the account shall earn interest at the Sonoma County Treasurer's pooled investment fund rate, which interest income shall be credited to the account on June 30 of each year. Any surplus funds in the account shall be paid to North Marin within 30 days of receipt of a written request therefor.

(d) If the Agency decides to levy one or more Aqueduct Capital Charges to produce revenue to fund, without issuing Revenue Bonds, (a) major replacements of portions or all of any aqueduct facility pursuant to Section 4.6(e) of this Agreement or (b) capital improvements to existing Aqueduct Facilities, then North Marin shall pay its portion of the Capital Costs of such replacements or improvements to the Agency in cash at the time such Capital Costs are incurred by the Agency. The Capital Costs of major replacements to the facilities specified in Subsection 4.3(b) shall be allocated to North Marin based upon the ratios set forth in Subsections 4.3(b). The Capital Costs of major replacements to the Intertie Aqueduct shall be allocated to North Marin based on the following cost distribution ratios:

Intertie Aqueduct Reach 1	11.2/70.4
Intertie Aqueduct Reach 2	11.2/68.9
Intertie Aqueduct Reach 3	11.2/58.9

**4.5 Payment of Remaining Facilities, Additional Facilities, Replacement Facilities, and Potter Valley Project Capital Costs**

(a) The Capital Costs of Remaining Facilities, Additional Facilities, replacement facilities and Potter Valley Project, except the portions thereof paid by North Marin pursuant to Section 4.4, shall be paid by the Agency with cash available pursuant to Sections 4.2, 4.6, 4.7 and 4.8, subdivision (b) of Section 4.11, and, if the Board of Directors of the Agency decides to issue Revenue Bonds, with the proceeds from the sale of Revenue Bonds. The Agency may sell Revenue Bonds to the extent necessary to pay for said Capital Costs, to establish bond reserves and to pay all expenses incurred in the issuance of such bonds.

(b) From time to time the Agency shall determine the percentage of the Revenue Bonds that are attributable to Aqueduct Facilities, Storage Facilities, Common Facilities, and North Marin's Capital Costs. In making these calculations, the Agency shall not include in the portions of the Revenue Bonds that are attributable to Aqueduct Facilities, Storage Facilities and Common Facilities, the portions of the Revenue Bonds, if any, that

are attributable to North Marin's Capital Costs. The Agency shall not include in these calculations any Capital Costs for which North Marin paid cash pursuant to Section 4.4, or the costs of any major replacement facilities financed by the imposition of Aqueduct Facilities Capital Charges without the issuance of Revenue Bonds pursuant to subdivision (e) of Section 4.6.

**4.6 Aqueduct Facilities Capital Charges**

(a) Aqueduct Facilities Capital Charges consist of the Santa Rosa Aqueduct Capital Sub-Charge, the Sonoma Aqueduct Capital Sub-Charge, and the Petaluma Aqueduct Capital Sub-Charge. The Aqueduct Facilities Capital Charges shall be annual charges per acre foot set for each aqueduct as provided in subdivision (b) of this section and shall be paid by all Regular Customers of the Agency except North Marin for all water delivered from the Transmission System except Surplus Water. All water delivered to Santa Rosa and Windsor shall be deemed to be delivered from the Santa Rosa Aqueduct, all water delivered to Rohnert Park, Cotati, and Petaluma shall be deemed to be delivered from the Petaluma Aqueduct, and all water delivered to Sonoma and Valley of the Moon shall be deemed to be delivered from the Sonoma Aqueduct.

(b) The aggregate amount to be received by the Agency from the various Aqueduct Facilities Capital Charges for each Fiscal Year shall be sufficient to produce water sale revenues to pay the Agency's Revenue Bond Obligations (after crediting any projected payments to be made pursuant to subdivision (e) of Section 4.6) for such Fiscal Year times the percentage for Aqueduct Facilities determined pursuant to subdivision (b) of Section 4.5, and to produce additional revenues in amounts determined from time to time by the Water Advisory Committee to pay the Capital Costs of Aqueduct Facilities pursuant to subdivision (c) of this section. The aggregate amount shall be allocated to the respective aqueducts based on the following cost distribution ratios applied to the estimated, or when known, actual Capital Costs for the various Aqueduct Facilities:

<u>Facility</u>	<u>Ratio</u>
2nd pipeline, generally paralleling Intertie Aqueduct, Reach 1, Reach 2 and Reach 3a	
Santa Rosa Aqueduct	6.6/55.8
Petaluma Aqueduct	20.9/55.8
Sonoma Aqueduct	6.8/55.8

2nd pipeline, generally paralleling Intertie Aqueduct,  
Reach 3b and 3c

Santa Rosa Aqueduct	-0-
Petaluma Aqueduct	20.9/42.4
Sonoma Aqueduct	-0-

2nd pipeline, generally paralleling Petaluma Aqueduct from its junction with the  
Intertie Aqueduct to Kastania Reservoir

Santa Rosa Aqueduct	-0-
Petaluma Aqueduct	20.9/38.8
Sonoma Aqueduct	-0-

2nd pipeline, generally paralleling Sonoma Aqueduct

Santa Rosa Aqueduct	-0-
Petaluma Aqueduct	-0-
Sonoma Aqueduct	6.8/6.8

(These ratios are determined with the allocations in Sections 4.3 and 4.4 of Capital Costs  
to North Marin, and with the following allocations to Common Facilities:

2nd pipeline generally paralleling Reaches 1, 2 and 3a of  
the Intertie Aqueduct: 12.8/55.8

2nd pipeline generally paralleling Reach 3b and 3c of the Intertie Aqueduct:  
12.8/42.4

2nd pipeline generally paralleling the Petaluma Aqueduct from its junction with  
the Intertie Aqueduct to Kastania Reservoir: 12.8/38.8)

(c) All money received by the Agency in payment of Aqueduct Facilities Capital  
Charges shall be deposited and paid out as set forth in Section 1.7 and subdivision (b) of  
Section 4.1. After making the payments required to satisfy the Agency obligations and  
covenants with respect to the Revenue Bonds used to finance the Capital Cost of the  
Aqueduct Facilities, remaining money received from the Aqueduct Facilities Capital

Charges may be disbursed from time to time to pay pursuant to subdivision (a) of Section 4.5 the portions of the Capital Costs of the Remaining Facilities and Additional Facilities which are also Aqueduct Facilities that are not allocated to North Marin in Section 4.3.

(d) If at the end of any Fiscal Year the balance in the Aqueduct Facilities Capital Charge fund is insufficient to meet said Revenue Bond Obligations for the ensuing Fiscal Year attributed to the Aqueduct Facilities, Agency will determine the deficits in the payment received by it for deliveries from the Santa Rosa, Petaluma, and Sonoma Aqueducts respectively. Before August 1 of the following Fiscal Year:

(1) Additional charges for water delivered in amounts equal to the deficits with respect to the Santa Rosa Aqueduct shall be paid by Santa Rosa and Windsor in the following manner: The share of such additional charge to be paid by each of said Water Contractors shall be proportionate to the difference between the base share component and the sum of the Aqueduct Facilities Capital Charge payments made by said Water Contractor during said Fiscal Year. The base share component allocated to a Water Contractor is the number obtained by multiplying the said total principal and interest payment for said Fiscal Year by said Water Contractor's average daily rate of flow during any month Entitlement Limit set forth in subdivision (a) of Section 3.1 and by dividing by the total of said average daily rate of flow during any month Entitlement Limits for all Water Contractors being served from the Santa Rosa Aqueduct.

(2) Additional charges for water delivered in an amount equal to the deficit with respect to the Sonoma Aqueduct shall be paid by Sonoma and Valley of the Moon in the following manner: The share of such additional charge to be paid by each of said Water Contractors shall be proportionate to the difference between the base share component and the sum of the Aqueduct Facilities Capital Charge payments made by said Water Contractor during said Fiscal Year. The base share component allocated to a Water Contractor is the number obtained by multiplying the said total principal and interest payment for said Fiscal Year by said Water Contractor's average daily rate of flow during any month Entitlement Limit set forth in subdivision (a) of Section 3.1 and by dividing by the total of said average daily rate of flow during any month Entitlement Limits for all Water Contractors being served from the Sonoma Aqueduct.

(3) Additional charges for water delivered in an amount equal to the deficit with respect to the Petaluma Aqueduct shall be paid by Rohnert Park, Cotati and Petaluma in the following manner excluding North Marin and Marin Municipal: The share of such additional charge to be paid by each of said Water Contractors shall be

proportionate to the difference between the base share component and the sum of the Aqueduct Facilities Capital Charge payments made by said Water Contractor during said Fiscal Year. The base share component allocated to a Water Contractor is the number obtained by multiplying said total principal and interest payment for said Fiscal Year by said Water Contractor's average daily rate of flow during any month Entitlement Limit set forth in subdivision (a) of Section 3.1 and by dividing by the total of all said average daily rate of flow during any month Entitlement Limits for all Water Contractors being served from the Petaluma Aqueduct.

(e) If the Agency decides to issue a new series or issue of Revenue Bonds to finance major replacements of portions or all of any aqueduct facility or if, with the approval of the Water Advisory Committee, the Agency decides to levy one or more Aqueduct Facilities Capital Charges to produce revenue to finance major replacements of portions or all of any aqueduct facility, then the aggregate amount to be received by the Agency from the respective Aqueduct Facilities Capital Charges for each Fiscal Year shall be sufficient to produce water sales revenues, in addition to those required by subdivision (b) of this section, in amounts determined from time to time by the Water Advisory Committee to pay the Capital Costs of such major replacements. The Capital Costs of major replacements to the facilities specified in Subsection 4.6(b) above shall be allocated based upon the ratios set forth in Subsection 4.6(b). The Capital Costs of major replacements to the Intertie Aqueduct shall be allocated to the respective aqueducts based on the following cost distribution ratios:

Intertie Aqueduct Reach 1:

Santa Rosa Aqueduct	31.5/70.4
Petaluma Aqueduct	19.7/70.4
Sonoma Aqueduct	8.0/70.4

Intertie Aqueduct Reach 2:

Santa Rosa Aqueduct	30.0/68.9
Petaluma Aqueduct	19.7/68.9
Sonoma Aqueduct	8.0/68.9

Intertie Aqueduct Reach 3:

Santa Rosa Aqueduct	20.0/58.9
Petaluma Aqueduct	19.7/58.9
Sonoma Aqueduct	8.0/58.9

**4.7 Storage Facilities Capital Charge**

(a) The Storage Facilities Capital Charge shall be a uniform annual charge per acre foot and shall be paid by all Regular Customers of the Agency for all water delivered from the Transmission System except Surplus Water, provided however, that North Marin shall not be obligated to pay any Storage Facilities Capital Charge if North Marin maintains potable storage reservoirs within its system with a total capacity equal to or greater than one and one-half times the average daily volume of water delivered by the Agency to North Marin during the previous July with the highest water delivery to North Marin.

(b) The aggregate amount to be received by the Agency from the Storage Facilities Capital Charge for each Fiscal Year shall be sufficient to produce water sale revenues to pay the Agency's Revenue Bond Obligations for such Fiscal Year (after crediting any projected payments to be made pursuant to subdivision (e) of Section 4.6) times the percentage for Storage Facilities determined pursuant to subdivision (b) of Section 4.5, and to produce additional revenues in amounts determined from time to time by the Water Advisory Committee to pay the Capital Costs of Storage Facilities pursuant to subdivision (c) of this section.

(c) All money received by the Agency in payment of the Storage Facilities Capital Charge shall be deposited and paid out as set forth in Section 1.7, and subdivision (b) of Section 4.1. After making the payments from the Storage Facilities capital fund required by Section 1.7, remaining money in said fund may be disbursed from time to time to pay Capital Costs of Remaining Facilities, Additional Facilities and replacement facilities that also are Storage Facilities, pursuant to Section 4.5.

(d) If at the end of any Fiscal Year the balance in the Storage Facilities capital fund is insufficient to meet said Revenue Bond Obligations for such Fiscal Year attributed to the Storage Facilities, each Water Contractor except North Marin will, before August 1, pay to the Agency an additional charge per acre foot for all water delivered to it during the Fiscal Year which additional charge when multiplied by all Acre Feet sold to Regular Customers except North Marin shall be equal to said deficit.



#### **4.8 Common Facilities Capital Charge**

(a) The Common Facilities Capital Charge shall be a uniform annual charge per acre foot and shall be paid by all Regular Customers of the Agency except North Marin for all water delivered from the Transmission System except Surplus Water.

(b) The aggregate amount to be received by the Agency from the Common Facilities Capital Charge for each Fiscal Year shall be sufficient to produce water sale revenues to pay the Agency's Revenue Bond Obligations for such Fiscal Year (after crediting any projected payments to be made pursuant to subdivision (e) of Section 4.6) times the percentage for Common Facilities determined pursuant to subdivision (b) of Section 4.5.

(c) All money received by the Agency in payment of the Common Facilities Capital Charge shall be deposited and paid out as set forth in Section 1.7 and subdivision (b) of Section 4.1. After making the payments required by Section 1.7, additional money received from the Common Facilities Capital Charge may be disbursed from time to time pursuant to subdivision (a) of Section 4.5 to pay the portions of the Capital Costs of Remaining Facilities, Additional Facilities, replacement facilities and the Potter Valley Project that also are Common Facilities and that are not allocated to North Marin in Section 4.3, and to satisfy the requirements of Section 6.04 of Ordinance No. 1 if the amount of money received from the charge established by Section 4.2 is insufficient in any Fiscal Year.

(d) If at the end of any Fiscal Year the balance in the Common Facilities capital fund is insufficient to meet the Agency's Revenue Bond Obligations for such Fiscal Year on the Revenue Bonds attributed to Common Facilities, each Water Contractor except North Marin shall, before August 1, pay to the Agency an additional charge per acre foot for water delivered to it during the Fiscal Year, which additional charge when multiplied by all Acre Feet sold to the Water Contractors shall be equal to said deficit.

#### **4.9 North Marin Capital Charge**

(a) The North Marin Capital Charge shall be a uniform annual charge per acre foot and shall be paid by North Marin for all water delivered to it from the Transmission System except Surplus Water.

(b) The aggregate amount to be received by the Agency from the North Marin Capital Charge for each Fiscal Year shall be sufficient to produce water sale revenues to pay the Agency's Revenue Bond Obligations for such Fiscal Year (after crediting any projected

payments to be made pursuant to subdivision (e) of Section 4.6) times the percentage for North Marin's Capital Costs determined pursuant to subdivision (b) of Section 4.5.

(c) All money received by the Agency in payment of North Marin Capital Charge shall be deposited and paid out as set forth in Section 1.7 and subdivision (b) of Section 4.1. After making any payments required by Section 1.7, additional money received from the North Marin Capital Charge shall be deposited in the separate account described in subdivision (c) of Section 4.4.

(d) If at the end of any Fiscal Year the balance in the separate fund described in subdivision (c) of Section 4.4 is insufficient to meet the portion of the Agency's Revenue Bond Obligations for such Fiscal Year on the Revenue Bonds attributed to North Marin's Capital Costs, North Marin will, before August 1, pay to the Agency an additional charge per acre foot for water delivered to it during the Fiscal Year, which additional charge when multiplied by all Acre Feet sold to North Marin shall be equal to said deficit.

(e) If any money received pursuant to the Common Facilities Capital Charge is used pursuant to subdivision (c) of Section 4.8 to satisfy the requirements of Section 6.04 of Ordinance No. 1, then the North Marin Capital Charge shall be increased by the appropriate amount so that North Marin pays its appropriate share of such requirements.

(f) If North Marin has not maintained storage reservoirs within its system with at least the capacity required by subdivision (a) of Section 4.7, and if, as a result, the Agency constructs additional storage, then the North Marin Capital Charge shall be increased by an amount sufficient to pay for the Capital Costs or Revenue Bonds costs of such additional storage.

#### 4.10 Power; Revenues

All power from the Warm Springs Hydroelectric Project and the Potter Valley Project shall be applied to the operation of the Transmission System or shall be sold, as the Agency shall from time to time determine. All revenues arising from the operation of these projects shall be treated the same as money received from the Operation and Maintenance Charge and shall be deposited and paid out as set forth in Section 1.7 and subdivision (b) of Section 4.1.

**4.11 Payment for Surplus Water and Water Sold To Marin Municipal**

(a) The Agency will sell Surplus Water at a price per acre foot of not less than 120% of the then current Operation and Maintenance Charge. All revenue from the sale of Surplus Water shall be treated the same as money received from the Operation and Maintenance Charge and shall be deposited and paid out as set forth in Section 1.7 and subdivision (b) of Section 4.1.

(b) Water delivered to Marin Municipal shall be sold at a per acre foot price that shall not be less than the sum of the Operation and Maintenance Charge determined pursuant to Section 4.2, the Russian River Conservation and Russian River Projects Charges determined pursuant to Section 4.18, and a capital charge. For the Third Amended Offpeak Water Supply Agreement dated January 25, 1996, or any amendment to that agreement that has been approved by the Water Advisory Committee, the capital charge shall be the total of all charges paid to Agency by Marin Municipal minus the sum of the Operation and Maintenance Charge and the Russian River Conservation and Russian River Projects Charges. For the Amended Agreement For The Sale of Water Between the Sonoma County Water Agency and Marin Municipal Water District dated January 25, 1996, or any amendment to that agreement that has been approved by the Water Advisory Committee, the capital charge shall be the charge established by paragraph b. of Section 10 of that agreement. Any subsequent agreement between the Agency and Marin Municipal for the sale of water to be transported through the Transmission System pursuant to Section 3.12 shall specify the capital charge that applies to this section of this Agreement. All money received by the Agency from the Operation and Maintenance Charge on water sold to Marin Municipal shall be credited to the operation and maintenance fund. All money received by the Agency from the Russian River Conservation and Russian River Projects Charges on water sold to Marin Municipal shall be credited to the Russian River Projects Fund and shall be used only for the purposes set forth in subsection (jj) of Section 1.2. The balance of the money received by the Agency from water sold to Marin Municipal shall be deposited and paid out as set forth in Section 1.7, and subdivision (b) of Section 4.1. After making the payments required by Section 1.7 and Ordinance No. 1, additional money received may be disbursed from time to time to pay the Capital Costs of Storage Facilities or Common Facilities authorized to be constructed in Section 2.2, provided, however, that only the money received from \$31.50 per acre foot of the capital charge (which rate is based on the Agency's past and projected future capital investment in Storage Facilities) may be used to pay the Capital Costs of new Storage Facilities.

#### **4.12 Minimum Payments by Other Agency Customers**

Anything herein to the contrary notwithstanding, the Agency will not sell any water to be delivered through the Transmission System (other than Surplus Water) to any Other Agency Customer at a total price per acre foot that is less than 120% of the highest price per acre foot then currently being paid by any Water Contractor; provided, however, that this limitation shall not apply to water sold to Forestville. The respective components of said price shall be credited to the appropriate fund referred to in subdivision (a) of Section 4.1 and the excess shall be credited to the aqueduct capital fund for the aqueduct from which service is taken. Forestville's charge shall be the same as the total charge for Water Contractors for water delivered from the Santa Rosa Aqueduct, except that during the first ten (10) full Fiscal Years following execution of this Agreement, Forestville shall not pay the Santa Rosa Aqueduct Capital Sub-Charge.

#### **4.13 Operations and Maintenance Charge – Water Management Planning**

The Agency shall calculate and collect as a part of the Operations and Maintenance Charge a Water Management Planning Sub-Charge. The aggregate amount of money to be received by the Agency from the Water Management Planning Sub-Charge in each Fiscal Year shall be sufficient to produce water sale revenues to cover the Agency's reasonable estimate of its costs for such Fiscal Year to carry out the provisions of Section 2.7. All money received by the Agency in payment of the Water Management Planning Sub-Charge shall be deposited by the Agency into a Water Management Planning Fund and used to pay the Agency's costs in carrying out the provisions of Section 2.7.

#### **4.14 Operations and Maintenance Charge – Watershed Planning and Restoration**

(a) The Agency shall calculate and collect as a part of the Operations and Maintenance Charge a Watershed Planning and Restoration Sub-Charge.

(b) The aggregate amount of money to be received by the Agency from the Watershed Planning and Restoration Sub-Charge in each Fiscal Year shall be sufficient to produce water sale revenues to cover the Agency's reasonable estimate of costs for such Fiscal Year (net of funding provided by other sources, including the Russian River Projects Fund and the Agency's General Fund) of carrying out: (1) fishery mitigation, enhancement, and environmental compliance activities and projects undertaken by the Agency, including the Agency's costs of complying with the Endangered Species Act or any other applicable federal, state, or local environmental statute or regulation, if such

activities, projects, and costs are reasonably necessary, to enable the Agency to provide water to Regular Customers under this Agreement; (2) the evaluations undertaken pursuant to Section 2.4(b); and (3) actions, studies or projects authorized pursuant to Section 2.8 of this Agreement that are not covered by other funding sources and contributions. The Agency shall not use proceeds from the Watershed Planning and Restoration Sub-Charge to pay for the capital cost or operation and maintenance cost of recreation facilities.

(c) Notwithstanding Subsection 4.14(b) above, during the first five full Fiscal Years following the effective date of this Agreement, the Watershed Planning and Restoration Sub-Charge shall not exceed \$35.00 per acre-foot.

(d) To assist in determining the appropriate share of fishery mitigation, enhancement, and environmental compliance activities and projects undertaken by the Agency to be paid by the Water Contractors under the Watershed Planning and Restoration Sub-Charge, the Agency shall, from time to time as reasonably necessary, prepare an analysis that (1) identifies planned fishery mitigation, enhancement, and environmental compliance activities and projects, (2) identifies the costs and beneficiaries of such activities and projects, (3) proposes an allocation of costs among all benefitted parties, and (4) recommends sources of funding for such activities and projects.

(e) The Agency shall use its best efforts to amend its existing contracts with Russian River Customers to require Russian River Customers to pay the Watershed Planning and Restoration Sub-Charge or fund or implement watershed planning and restoration projects at a level equivalent to that funded by the Agency under this Agreement.

(f) In addition to the Watershed Planning and Restoration Sub-Charge, the Agency may assess against the Water Contractors such supplemental charges as are authorized and agreed to under Section 2.8(c). Supplemental charges under this subsection shall not be included in determining the minimum payments by Other Agency Customers pursuant to Section 4.12 or by Windsor pursuant to Section 4.17.

(g) All money received by the Agency in payment of the Watershed Planning and Restoration Sub-Charge shall be deposited by the Agency into a Watershed Planning and Restoration Fund and used for the purposes set forth in Section 4.14(b). All money received by the Agency in payment of any supplemental charges pursuant to Section 4.14(d) shall be deposited into separate account(s) and used to pay the costs of projects authorized and agreed to pursuant to Section 2.8(c).

#### **4.15 Operations and Maintenance Charge – Recycled Water and Local Supply**

The Agency shall calculate and collect as a part of the Operations and Maintenance Charge a Recycled Water and Local Supply Sub-Charge. The Recycled Water and Local Supply Sub-Charge shall be a uniform charge per acre-foot and shall be paid by all Regular Customers and Russian River Customers for all water taken from the Transmission System or under the Agency's water rights. The aggregate amount of money to be received by the Agency from the Recycled Water and Local Supply Sub-Charge in each Fiscal Year shall be sufficient to produce water sale revenues to cover the Agency's estimate of its costs for such Fiscal Year to carry out the provisions of Section 2.6; provided, however, that during the first five full Fiscal Years following the effective date of this Agreement, the Recycled Water and Local Supply Sub-Charge shall not exceed \$35.00 per acre-foot. The Agency shall use its best efforts to amend its existing contracts with Russian River Customers to require Russian River Customers to pay the Recycled Water and Local Supply Sub-Charge. Monies collected from the Recycled Water and Local Supply Sub-Charge shall be deposited in a Recycled Water and Local Supply Fund created by the Agency. The Recycled Water and Local Supply Fund shall be used only to pay or partially pay for the costs of Recycled Water Projects or the acquisition of Recycled Water or the rights thereto pursuant to Section 2.6 of this Agreement. Notwithstanding the foregoing sentence, revenue from the Recycled Water and Local Supply Sub-Charge collected by the Agency from Windsor pursuant to Section 4.17(b) shall be placed in a separate account and made available to Windsor for funding Windsor's local or regional Recycled Water Projects.

#### **4.16 Operations and Maintenance Charge – Water Conservation**

(a) The Agency shall calculate and collect as a part of the Operations and Maintenance Charge a Water Conservation Sub-Charge. Monies collected from the Water Conservation Sub-Charge shall be deposited in a Water Conservation Fund created by the Agency. The Water Conservation Fund shall be used only to pay or partially pay for the cost of Water Conservation Projects. The aggregate amount of money to be received by the Agency from the Water Conservation Sub-Charge for each Fiscal Year shall be sufficient to cover the Agency's estimate of the total cost of all Water Conservation Projects for such Fiscal Year. From and after July 1, 1998, a total of fifteen million dollars (\$15,000,000) shall be expended to implement Water Conservation Projects pursuant to the Water Conservation Plan dated June 29, 1998. The \$15,000,000 shall be allocated as follows: Cotati 2.10%, Petaluma 18.53%, Rohnert Park 10.37%, Santa Rosa 40.25%, Sonoma 4.15%, Forestville 0.66%, North Marin 19.50%, Valley of the Moon 4.43%. Until the total of \$15,000,000 has been expended as set forth above, the

Agency shall not fund Water Conservation Projects for or on behalf of Windsor. The Water Conservation Projects for which said \$15,000,000 is to be expended, have been approved by the Water Advisory Committee.

(b) The Agency shall use its best efforts to amend its existing contracts with Russian River Customers to require Russian River Customers to fund or implement Water Conservation Projects at a level equivalent to that funded by the Agency under this Agreement. Notwithstanding the penultimate sentence in Section 4.16(a), revenue from the Water Conservation Sub-Charge collected by the Agency from Windsor pursuant to Section 4.17(b) shall be placed in a separate account and made available to Windsor for funding Windsor's Water Conservation Projects.

#### **4.17 Payments by Town of Windsor**

(a) Notwithstanding anything in this Agreement to the contrary, for the first fifteen (15) full Fiscal Years following execution of this Agreement, the amount payable by Windsor for water delivered by the Agency through the Transmission System shall be 120% of the highest price per acre foot then currently being paid by any Water Contractor receiving water from the Santa Rosa Aqueduct. The respective components of said price shall be credited to the appropriate fund referred to in subdivision (a) of Section 4.1 and the excess shall be credited to the aqueduct capital fund for the aqueduct from which service is taken. Beginning with the sixteenth (16th) full Fiscal Year following execution of this Agreement and thereafter, all water delivered to Windsor by Agency through the Transmission System will be deemed delivered from the Santa Rosa Aqueduct and the amount payable by Windsor for said water determined accordingly.

(b) For all water diverted directly by Windsor from the Russian River using its own facilities, whether under the Agency's water rights or Windsor's water rights, Windsor shall pay only the charges set forth in the Agreement for Sale of Water between the Agency and Windsor dated January 8, 1991, as amended, including the sub-charges set forth in Sections 4.13, 4.14, 4.15, and 4.16.

#### **4.18 Payment of Russian River Conservation Charge and Russian River Projects Charge by North Marin**

In addition to the other charges provided for in this Part, North Marin shall pay the following additional per-acre-foot charges:

(a) A Russian River Conservation Charge shall be paid in lieu of the property taxes levied by the Agency on property in Sonoma County, to pay the capital, Operation and Maintenance Costs associated with the Warm Springs Dam Project. The Russian River Conservation Charge shall be a charge per acre foot of water delivered to North Marin hereunder, except Surplus Water. The charge shall be determined annually on or before April 30 preceding each Fiscal Year and shall be payable by North Marin during the ensuing Fiscal Year. The Russian River Conservation Charge shall be determined by multiplying the tax rate levied by the Agency in the then current Fiscal Year to pay the costs associated with the Warm Springs Dam Project times the assessed value of secured and unsecured property situated within Cotati, Petaluma, Rohnert Park, Santa Rosa, Sonoma, Forestville and Valley of the Moon and dividing the product by the total number of Acre Feet of water delivered to Cotati, Petaluma, Rohnert Park, Santa Rosa, Sonoma, Forestville and Valley of the Moon pursuant to Section 3.1 and 3.3 during the twelve month period ending on March 31. All money received by the Agency from the Russian River Conservation Charge on water sold to North Marin shall be credited to the Russian River Projects Fund and shall be used only for the purposes set forth in subsection (jj) of Section 1.2.

(b) A Russian River Projects Charge shall be paid in lieu of the property taxes levied on property in Sonoma County and other Agency general fund monies which are transferred to the Agency's Russian River Projects Fund and expended for the purposes enumerated in subsection (jj) of Section 1.2. The Russian River Projects Charge shall be effective on the first day of the first month following the effective date of this Agreement and shall thereafter be determined annually on or before April 30 preceding each Fiscal Year and shall be payable by North Marin during the ensuing Fiscal Year. The Russian River Projects Charge shall be determined by dividing the total amount of Agency monies expended from the Agency's Russian River Projects Fund in the preceding ten Fiscal Years, exclusive of the funds contributed to the Fund by North Marin and Marin Municipal Water District, and interest earnings attributable to funds contributed by North Marin and Marin Municipal Water District, by the sum of the total acre-feet of water delivered by the Agency to Cotati, Petaluma, Rohnert Park, Santa Rosa, Sonoma, Forestville and Valley of the Moon pursuant to Sections 3.1 and 3.3 of this Agreement during the preceding ten Fiscal Years and multiplying the quotient by the ratio that the assessed value of secured and unsecured property situated within Cotati, Petaluma, Rohnert Park, Santa Rosa, Sonoma, Forestville and Valley of the Moon bears to the assessed value of all secured and unsecured property within Sonoma County, provided, however, in no event shall the Russian River Projects Charge exceed \$20.00 per acre-foot. The Agency shall keep proper books, records and accounts in which complete and accurate entries shall be made of all Agency general fund monies



transferred to the Agency's Russian River Projects Fund and all expenditures made from the fund for the purposes set forth in subsection (jj) of Section 1.2. The Agency shall maintain a separate account within the Russian River Projects Fund for Russian River Projects Charges paid by North Marin and Marin Municipal Water District. Monies expended from the Russian River Projects Fund shall be deemed to have been expended from the North Marin and Marin Municipal Water District account in the proportion that the balance of that account bears to the total Russian River Projects Fund balance at the end of the Fiscal Year quarter preceding the expenditure. All money received by the Agency from the Russian River Projects Charge on water sold to North Marin shall be credited to the Russian River Projects Fund and shall be used only for the purposes set forth in subsection (jj) of Section 1.2.

**4.19 Billing and Time of Payment**

Except as otherwise expressly provided herein, all charges payable to the Agency shall be billed each month and paid within 30 days after receipt of bill. Notwithstanding any dispute between the Agency and a Water Contractor, such Water Contractor will pay all its bills when due and shall not withhold all or any part of any payment pending the final resolution of such dispute. If the resolution of the dispute results in a refund to the Water Contractor, the Agency shall make such refund plus any interest earned by investment of the disputed funds as promptly as it is able to do so, consistent with its meeting its Revenue Bond Obligations.

**PART 5 - Water Advisory Committee/Technical Advisory Committee**

**5.1 Purpose**

(a) There is hereby created the Water Advisory Committee and the Technical Advisory Committee.

(b) The purpose of the Water Advisory Committee is to perform the functions specified herein and to review all proposals set forth by the Agency which involve a significant capital outlay for the Transmission System or any other project which would significantly change the level of service or add significantly to the operations and maintenance expense of the Transmission System or other expense to be borne by the Water Contractors. The purpose of the Technical Advisory Committee is to advise the Water Advisory Committee.

**5.2 Powers**

Except as provided herein to the contrary, the power of the Water Advisory Committee is limited to that of collective spokesperson for the Water Contractors and shall be advisory only in nature. Nothing shall preclude a Water Contractor from setting forth a view contrary to that of the majority of the Committee. No action of the Committee limits or impairs any right or power of any Water Contractor. The Technical Advisory Committee shall have no powers other than the power to make recommendations to the Water Advisory Committee.

**5.3 Composition and Voting**

(a) The Water Advisory Committee shall be composed of one representative and one alternate who shall serve in absence of the representative, to be selected by each Water Contractor. The representative and alternate shall be elected members of and appointed by the governing board of the Water Contractor. The Water Advisory Committee shall generally meet quarterly as it determines necessary, which shall include at least one meeting per calendar year with a liaison from the Board of Directors of the Agency who is a member of and appointed by said Board. Each Water Contractor's representative will be allocated a weighted vote proportional to the average daily rate of flow during any month Entitlement Limit from the Transmission System applicable to such Water Contractor. An affirmative vote of said Committee shall be recorded and require both of the following: (1) the affirmative vote of more than fifty percent (50%) of the total weighted votes as defined above; and (2) the

affirmative vote of at least five (5) representatives. If the Water Advisory Committee does not affirmatively vote to approve any matter before it for a decision, then the matter shall be deemed not approved. A representative or alternate appointed by the Board of Directors of the Marin Municipal Water District, each of which must be members of said board, may attend and participate, debate, express opinions and present information at meetings of the Water Advisory Committee but shall not have a vote. If the approval, determination, or consent of the Water Advisory Committee is authorized or required on any non-advisory matter pursuant to this Agreement, the vote of the Water Advisory Committee on such matter shall be evidenced by a writing, executed by the chairperson or secretary, evidencing (a) the vote of each member, (b) whether the vote of the Committee was in the affirmative, and (c) if the vote was in the affirmative, a description of the approval, determination, or consent given by the Committee.

(b) The Technical Advisory Committee shall be composed of one non-elected representative selected by each Water Contractor. The Technical Advisory Committee shall generally meet monthly as it determines necessary. Each Water Contractor's representative will be allocated the same weighted vote applicable to that Water Contractor under Section 5.3(a). An affirmative vote of said Committee shall require both of the following: (1) the affirmative vote of more than fifty percent (50%) of the total weighted votes as defined above; and (2) the affirmative vote of at least five (5) representatives. A representative or alternate appointed by the Marin Municipal Water District Board of Directors may attend and participate, debate, express opinions and present information at meetings of the Water Advisory Committee but shall not have a vote. The Water Advisory Committee may require the Technical Advisory Committee to create subcommittees and ad hoc committees. Persons serving on such committees shall be elected officials, staff or contract staff of the Water Contractor they represent.

(c) The Technical Advisory Committee shall create a standing Water Conservation Subcommittee. The Water Conservation Subcommittee shall make recommendations to the Technical Advisory Committee with respect to any determination of the Water Advisory Committee contemplated under Section 1.12 of this Agreement, and shall perform other such duties with respect to Water Conservation Projects as may be requested by the Technical Advisory Committee.

(d) Once every two years, on a date selected by the Water Advisory Committee, the Water Advisory Committee shall elect from among its members two officers: a chairperson and vice chairperson. Officers shall serve for the ensuing two Fiscal Years. An officer may serve a second or subsequent consecutive two-year terms only if each

such term is approved by a unanimous vote of the Water Contractors. Furthermore, an officer can be removed and replaced at any meeting called by five Water Advisory Committee members provided all Water Advisory Committee members are notified in writing a minimum of five working days prior to the meeting. In the event an officer either: (1) loses his/her status as a duly elected local official serving on the governing board of the Water Contractor they represent or (2) loses his/her appointment as representative of the Water Contractor on the Water Advisory Committee, the officer position held shall be vacated. The Water Advisory Committee shall elect a new officer who shall fill out the balance of the vacated term. Voting for officers shall be as provided in subsection (a) of this section.

(e) By November of each year, subject to the limitations in Section 4.16(a), the Water Advisory Committee shall review proposed Water Conservation Projects, Recycled Water Projects, and Local Supply Projects and approve and report to the Agency those projects that are to receive funding in the next or later fiscal years. It is the intent of the parties to this Agreement that over the term of the Agreement, Regular Customers shall receive funding support for Water Conservation Projects, Recycled Water Projects, and Local Supply Projects in proportion to the amounts paid by Regular Customers under Sections 4.15 and 4.16.

(f) Commencing with the first Fiscal Year following the effective date of this Agreement, the Agency shall include in its operating budget the amount of \$30,000 which the Agency shall expend as the Water Advisory Committee directs for purposes associated with the orderly implementation and operation of the provisions of this Agreement and other associated purposes deemed appropriate by the Committee. The annual amount may be fixed at a higher or lower amount in subsequent Fiscal Years as determined by vote of the Committee pursuant to subsection (a) of this section. The Water Advisory Committee shall decide which, if any, consultant or consultants, firm or firms shall be hired to carry out this work.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SONOMA COUNTY WATER AGENCY

By: Paul L. Kelley Date: 6/23/06

ATTEST:

Eve T. Lewis

CITY OF COTATI

By: James Orchard Date: 5-9-06  
Mayor

ATTEST:

Jerry L. Hubbing Date: 5-10-06  
City Clerk

CITY OF PETALUMA

By: Dwight D. Doss Date: 5-15-06  
Mayor

ATTEST:

Katie Cump  
Deputy City Clerk

CITY OF ROHNERT PARK

By: Tim Smith Date: 06-05-06  
Mayor

ATTEST:

Judy Hauff  
City Clerk

CITY OF SANTA ROSA

By: Joe Bender  
Mayor

Date: 5/31/06

ATTEST:

Christa Anderson  
Deputy City Clerk

CITY OF SONOMA

By: Don Miller  
Mayor

Date: 4-19-06

ATTEST:

Ray Rainsberger  
City Clerk

FORESTVILLE COUNTY WATER  
DISTRICT

By: W. R. M.  
President

Date: 5/12/06

ATTEST:

[Signature]  
Secretary

NORTH MARIN WATER  
DISTRICT

Date: 5/22/06

By: [Signature]  
President

ATTEST:

[Signature]

Acting Secretary

TOWN OF WINDSOR

Date: 5-17-06

[Signature]  
Mayor

ATTEST:

[Signature]  
Deputy Town Clerk

VALLEY OF THE MOON WATER  
DISTRICT

Date: 5-25-06

By: [Signature]  
President

ATTEST:

[Signature]  
Deputy Secretary

**Attachment C**  
**Public Water Systems within the Russian River Watershed**

SYSTEM_NO	SYSNAME	NAME_FIRST_FIELD_5	NAME_LAST_FIELD_4	MAIL_ADDRESS1_FIELD_15	CITY_FIELD_17	STATE_FIELD_18	ZIP_FIELD_19
2300507	Calpella County Water District	David	Redding	P.O. Box 115	Calpella	CA	95418
2300605	River Estates Mutual Water Company	David	Redding	151 Laws Avenue	Ukiah	CA	95482
2300606	Lake View Mutual Water Co.	Hesh	Kaplan	1053 Wallace Drive	Valley	CA	95470
2300731	City of 10,000 Buddhas	Gwo	Sun	P.O. Box 217	Talmage	CA	95481
2300837	Yokayo Water System	Romayne	Daniels	P.O. Box 362	Talmage	CA	95481
2300838	Retech Water	Robin	Lampson	100 Henry Station Road	Ukiah	CA	95482
2300840	Mariposa Institute	Jan	Donner	PO BOX 387	Ukiah	CA	95482
2300852	Fetzer Vineyards	Doug	Bradford	P.O. Box 611	Hopland	CA	95449
2300853	U.S. Army Corps-Lake Mendocino (Bushay Site)	Merle	Griffin	1160 Lake Mendocino Drive	Ukiah	CA	95482
2310002	Rogina Water Company Inc.	Dan	Rogina	P.O. Box 310	Talmage	CA	95481
2310003	Ukiah, City of	Alan	Jamison	300 Seminary Avenue	Ukiah	CA	95482
2310005	Willow County Water District	David	Redding	151 Laws Avenue	Ukiah	CA	95482-6655
2310006	Millview County Water District	Tim	Bradley	3081 North State Street	Ukiah	CA	95482
2310008	Redwood Valley County Water District	William	Koehler	P.O. Box 399	Valley	CA	95470
2310010	Hopland Public Utility District	Evert	Jacobson	PO BOX 338	Hopland	CA	95449
4900033	Washoe House	Edith	Drew	P.O. Box 750217	Petaluma	CA	94975
4900107	Alexander Valley Store & Bar	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4900508	Cazadero Water Company	Loren	Berry	P.O. Box 423	Cazadero	CA	95421
4900510	South Cloverdale Water Company	Linda	Farey	P.O. Box 1111	Cloverdale	CA	95425
4900512	Happy Acres Mutual Benefit Water System	Shaun	Kesterson	682 Santa Alicia Drive	Rohnert Park	CA	94928
4900513	Madrone Mutual Water Company	Christopher	Brooks	7729 Isabel Drive	Cotati	CA	94931
4900514	Rancho Del Paradiso-Cal Water Svc (PUC)	John	Graham	2222 Whitman Avenue	Chico	CA	95928
4900521	Gill Creek Mutual Water Company	Virginia	Gill	P.O. Box 655	Geyserville	CA	95441
4900532	Sonoma County CSA 41-Jenner	Hal	Wood	P.O. Box 730	Forestville	CA	95436
4900533	Sonoma Springs Water Company (PUC)	Bernard	MacElhenny	4141 State Street/Suite E-10	Santa Barbara	CA	93110
4900536	Occidental Community Services District	Hal	Wood	P.O. Box 730	Forestville	CA	95436
4900545	Branger Mutual Water Company, Inc.	Ivan	Lukrich	P.O. Box 2354	Santa Rosa	CA	95405
4900546	Hawkins Water Co-Cal Water Service (PUC)	John	Graham	2222 Whitman Ave	Chico	CA	95928
4900547	End-O-Valley Mutual Water Company	Jay	Peretz	P.O. Box 2011	Santa Rosa	CA	95405



SYSTEM_NO	SYSNAME	NAME_FIRST_FIELD_5	NAME_LAST_FIELD_4	MAIL_ADDRESS1_FIELD_15	CITY_FIELD_17	STATE_FIELD_18	ZIP_FIELD_19
4900548	Holland Heights Mutual Water Company	Cathy	Lee	3617 Greenhill Drive	Santa Rosa	CA	95404
4900551	Melita Heights Mutual Water Company	Peter	Dellavalle	5450 Pepperwood Road	Santa Rosa	CA	95409
4900552	Michele Mutual Water Company	Bart	Schrijver	P.O. Box 523	Fulton	CA	95439
4900553	Park Royal Mutual Water	Tim	Ehlert	PO Box 176	Sebastopol	CA	95473
4900559	Fircrest Mutual Water Company	Mark	Calhoon	P.O. Box 426	Sebastopol	CA	95473-0426
4900560	Kelly Mutual Water Company	Bernie	Hovden	6581 Barbara Drive	Sebastopol	CA	95472
4900561	Willowside Mutual Water Company	Jay	Pearson	P.O. Box 577	Fulton	CA	95439
4900570	Palomino Lakes Mutual Water Co.	Lee	Tolbert	P.O. Box 687	Cloverdale	CA	95425
4900573	Wilshire Heights Mutual Water Company	Andy	Bormeth	5112 Wilshire Drive	Santa Rosa	CA	95404
4900575	Loch Haven Mutual Water Company	Suzie	Ransom	255 Cambridge Lane	Petaluma	CA	94952
4900577	Rio Lindo Adventist Academy	Doug	Schimdt	3200 Rio Lindo Ave.	Healdsburg	CA	95448
4900580	Sonoma Mountain County Water District	Janice	Jonson	5444 Alta Monte Drive	Santa Rosa	CA	95404
4900585	Bennett Ridge Mutual Water Company	Laura	Camm	P.O. Box 432	Santa Rosa	CA	95402
4900587	Brand Water Company	Paul	Perdue	2050 West Steele Lane STE A1	Santa Rosa	CA	95403
4900599	Randal's Ranchette Mutual Water Co.	Bill	Goddard	4536 Ranchette Road	Santa Rosa	CA	95409
4900600	Rincon Valley Mobile Estates	HCA	Mgmt Company,LLC	PO Box 7	Novato	CA	94948
4900603	Riebli Mutual Water Company	Owen	Reeves	P.O. Box 323	Fulton	CA	95439
4900604	Twin Hills Mutual Water Company	Ben	Hurst	1689 Pleasant Hill Road	Sebastopol	CA	95472
4900605	Mark West Acres MWC	Earl	Holtz	5154 Linda Lane	Santa Rosa	CA	95404
4900608	Six Acres Water Company	O.T.	Randolph	99 Lile Lane	Cloverdale	CA	95425
4900611	Rains Creek Water District	Hal	Wood	P.O. Box 730	Forestville	CA	95436
4900612	Heights Mutual Water Company	Hal	Wood	P.O. Box 730	Forestville	CA	95436
4900618	Rural Canyon Mutual Water Company	Robert	Gross	11315 Vellutini Road	Forestville	CA	95436
4900620	Austin Acres Mutual Water Company	Amy	Prescott	1010 Austin Creek Road	Cazadero	CA	95421
4900629	East Austin Creek Mutual Water Company	Eric & Laura	Schanz	P.O. Box 463	Cazadero	CA	95421
4900630	Austin Creek Mutual (Springhill)	Linda	Petrulias	P.O. Box 86	Cazadero	CA	95421
4900634	Huckleberry Mutual Water Company	Ed Griggs	& Lena Orlando	1505 Cazadero Highway	Cazadero	CA	95421
4900637	Magic Mountain Mutual Water Company	Sue	McGowan	P.O. Box 259	Cazadero	CA	95421
4900639	Redwood Heights Mutual Water Company	James	Downing	P.O. Box 152	Cazadero	CA	95421
4900640	Sonoma County Mutual Water Company	Larry	Haupt	2325 Cazadero Hwy	Cazadero	CA	95421
4900641	Sunrise Mountain Mutual Water Company	David	Shepard	50 Sunrise Mountain Road	Cazadero	CA	95421

SYSTEM_NO	SYSNAME	NAME_FIRST_FIELD_5	NAME_LAST_FIELD_4	MAIL_ADDRESS1_FIELD_15	CITY_FIELD_17	STATE_FIELD_18	ZIP_FIELD_19
4900643	Mount Weske Estates Mutual Water Company	Leon	Hughes	10500 Pelham Road	Windsor	CA	95492
4900644	Bridgehaven Park Alexander Valley Acres Water Company	Anita	OBryan	1161 Robertson Way	Sacramento	CA	95818
4900646	Lone Pine Mutual Water Company	Daniel	Rose	1310 Prentice Drive #E	Healdsburg	CA	95448
4900653	Yulupa Mutual Water Company	Ray	Robinson	1325 Big Plum Drive	Sebastopol	CA	95472
4900660	Russian River Mutual Water Co.	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4900665	College Park Mutual Water Company	Tania & Constantin	Nigodoff	13870 Village AVE	Healdsburg	CA	95448
4900667	Wendell Water Company (PUC)	Fred	Scanagatta	P.O. Box 454	Penngrove	CA	94951
4900669	Athena Terrace Mutual Water Company	Suzan	Jensen-Weese	1055 West College Ave #260	Santa Rosa	CA	95401
4900673	Pine Hill Terrace Mobile Home Park	John	Maier	2588 Athena Court	Santa Rosa	CA	95401
4900674	Roseland Mobile Home Park	John	St. Martin	3635 Frei Road	Sebastopol	CA	95472
4900675	Sequoia Gardens Mobile Home Park	Lawrence	Gentry	P.O. 11158	Santa Rosa	CA	95406
4900676	Village Park Mobile Home Park	George	Barnas	433 Fulton Road	Santa Rosa	CA	95401
4900677	Two Crows Road House	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4900684	KOA - Cloverdale	Mark	Farmer	7235 Hayden Avenue	Sebastopol	CA	95472
4900686	Brookwood Mobile Home Park	Pamela	Mendala	P.O. Box 600	Cloverdale	CA	95425
4900687	Journey's End Mobile Home Park	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4900688	Bellevue Union Sch Dist-Bellevue School	Brad	Taylor	33 Maxwell Court	Santa Rosa	CA	95401
4900693	Wright Elementary School	Colin	Ramsay	3223 Primrose Avenue	Santa Rosa	CA	95407
4900694	Piner Elementary School	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4900695	Olivet Elementary School	Tim	Ehlert	PO Box 176	Sebastopol	CA	95473
4900699	Nonesuch Farm School	Tim	Ehlert	PO Box 176	Sebastopol	CA	95473
4900700	Pacific Christian Academy	Lynne	Koplof	4004 Bones Road	Sebastopol	CA	95472
4900702	Oak Grove School	Charles	Lanier	P.O. Box 369	Graton	CA	95444
4900703	Alexander Valley Union School District	Noel	Buehler	5285 Hall Road	Santa Rosa	CA	95401
4900704	Geyserville Educational Park	Tony	Roehrick	8511 Highway 128	Healdsburg	CA	95448
4900705	Twin Hills School Dist-Twin Hills School	Joe	Carnation	1300 Moody Lane	Geyserville	CA	95441
4900707	Gravenstein School District-Gravenstein	Don	Armstrong	700 Watertrough Road	Sebastopol	CA	95472
4900708	Twin Hills School Dist-Apple Blossom Sch	Linda	LaMarre	3840 Twig Avenue	Sebastopol	CA	95472
4900710	Gravenstein School District-Hillcrest	Don	Armstrong	700 Watertrough Road	Sebastopol	CA	95472
4900711	West Side Union School District	Linda	LaMarre	3840 Twig Avenue	Sebastopol	CA	95472
4900719	Mobile Home Estates	Rhonda	Bellmer	1201 Felta Road	Healdsburg	CA	95448
4900720	Colonial Park	John	Bocci	5761 Old Redwood Hwy N	Santa Rosa	CA	95403
4900721	URJ Camp Newman	Robert	Etchell	P.O. Box 365	Healdsburg	CA	95448
4900722		Ruben	Arquilevich	235 Montgomery St Ste 1120	San Francisco	CA	94104

SYSTEM_NO	SYSNAME	NAME_FIRST_FIELD_5	NAME_LAST_FIELD_4	MAIL_ADDRESS1_FIELD_15	CITY_FIELD_17	STATE_FIELD_18	ZIP_FIELD_19
4900723	Shamrock Mobile Home Park	Richard	Tommila	6418 Old Redwood Hwy.	Santa Rosa	CA	95403
4900728	Evergreen Mobile Estates	Richard	Delaney	881 Sneath Lane/Suite 110	San Bruno	CA	94066
4900736	Clear Creek Water Company	David	Doyle	1500 Trimble Lane	Cloverdale	CA	95425
4900743	La Cantera Racquet Club	Erin	Morales	3737 Montgomery Drive	Santa Rosa	CA	95405
4900745	River Bend Resort	George	Bertram	6490 Front Street # 218	Forestville	CA	95436
4900748	Casini Ranch Campground	Paul	Casini	P.O. Box 22	Duncans Mills	CA	95430
4900774	Cloverleaf Ranch Summer Camp	Ron	De Grange	3892 Old Redwood Hwy	Santa Rosa	CA	95403
4900784	Windsor Mobile Country Club	Kevin	Lederer	8109 Conde Lane	Windsor	CA	95492
4900785	Noel Heights-Cal Water Service (PUC)	John	Graham	2222 Whitman Avenue	Chico	CA	95928
4900786	Rancho Santa Rosa MHP	Katie	Morris	301 East 17th Street #208	Costa Mesa	CA	92627
4900787	Plaza Mobile Home Park	Gretchen	Carter	621A Quinan Street	Pinole	CA	94564
4900788	El Crystal Mobile Home Park	Gary	Mickelson	PO BOX 2689	Petaluma	CA	94953-2689
4900789	Blue Spruce Mobile Home Park	Reagan	Gessel	871 38th Avenue	Santa Cruz	CA	95062
4900791	Western Mobile Home Park	Gretchen	Carter	621A Quinan Street	Pinole	CA	94564
4900792	Wayside Gardens Mobile Home Park	Don	Kaminski	4000 South Moorland Avenue	Santa Rosa	CA	95407
4900793	Vinehill Vista Mutual Water Company	Mark	Kringen	2530 Lewis Road	Sebastopol	CA	95472
4900794	Sunset Trailer Park	Michael	Shada	2963 Santa Rosa Ave #D-4	Santa Rosa	CA	95407
4900795	Stonegate Mobile Home Park	Ruben	Garcia	500 Giuseppe Court Ste 2	Roseville	CA	95678
4900796	Santa Rosa Mobile Estates	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4900797	North Star Mobile Home Park	Karla	Trotter	3200 Santa rosa AVE	Santa Rosa	CA	95407
4900798	Mountain View Mobile Estates, LLC	Tim	Ehlert	P.O. Box 176	Sebastopol	CA	95472
4900799	El Portal Mobile Estates	Charlene	Garza	871 38th Avenue	Santa Cruz	CA	95062
4900800	Mark West Estates	Yoram & Barbara	Peleg	155 Esmeyer Drive	San Rafael	CA	94903
4900801	Shady Lane Mobile Home Park	Maxine & Tony	Lamperti	4090 Santa Rosa Avenue	Santa Rosa	CA	95407
4900812	Friedman Brothers Hardware	Jeff	Waterman	4055 Santa Rosa Avenue	Santa Rosa	CA	95407
4900813	Midgley's Country Flea Market	Donald	Wade	P.O. Box 784	Sebastopol	CA	95473
4900815	Days Inn	Joy & Andy	Kalia-Mukherji	3345 Santa Rosa Avenue	Santa Rosa	CA	95407
4900820	Monte Vista Motel	Vinu	Patel	3123 Santa Rosa Avenue	Santa Rosa	CA	95407
4900822	Mount Taylor Mobile Home Park	Bob	Dixon	P.O. Box 1672	Sebastopol	CA	95473
4900832	Leisure Mobile Home Park	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4900841	Vineyards Inn	Hank	Shuckler	81 Cavedale Road	Sonoma	CA	95476
4900844	Francis Coppola Winery	Tim	Wehrer	P.O. Box 1026	Geyserville	CA	95441
4900846	Rolling Oaks Road Association	Randy	Benefield	6600 Hunter RD	Rohnert Park	CA	94928-
4900847	Duncans Mills Trading Company	David	Ferreira	P.O. Box 57	Duncans Mills	CA	95430
4900855	Lancelot Mobile Home Park	Paul	Shada	2963 Santa Rosa Ave #D-4	Santa Rosa	CA	95407
4900859	Sonoma West Holdings North Plant	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4900878	Santa Rosa Golf & Country Club	Stan	Korich	333 Country Club Drive	Santa Rosa	CA	95401
4900883	Windsorland Mobile Home Park	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4900890	Redwood Adventist Academy	Robert	Fenderson	385 Mark West Springs Road	Santa Rosa	CA	95404
4900893	West Water Company (PUC)	Tom	Johnson	335 Else Way	Cloverdale	CA	95425

SYSTEM_NO	SYSNAME	NAME_FIRST_FIELD_5	NAME_LAST_FIELD_4	MAIL_ADDRESS1_FIELD_15	CITY_FIELD_17	STATE_FIELD_18	ZIP_FIELD_19
4900897	Rodney Strong Vineyards	Jim	Magness	P.O. Box 6010	Healdsburg	CA	95448
4900898	Hilton Park Family Campground	Don	Fulkerson	7151 Malone Road	Forestville	CA	95436
4900904	J Vineyards & Winery	Dana	Diluvio	P.O. Box 6009	Healdsburg	CA	95448
4900905	Mark West Meadows Mutual Water	Richard	Dondanville	5399 Blue Ridge Trail	Santa Rosa	CA	95404
4900907	Summerfield Waldorf School	Russ	Lyon	655 Willowside Road	Santa Rosa	CA	95401
4900911	Blackstone Winery	Pacific	Wine Partners	8450 Sonoma Highway	Kenwood	CA	95452
4900912	Kenwood Restaurant & Bar	Max	Schacher	P.O. Box 730	Kenwood	CA	95452
4900913	Robin Way Water System	Orlando	Ceballos	1915 Orchard View Drive	Fairfield	CA	94533
4900916	Mill Creek Vineyards	William	Kreck	P.O. Box 758	Healdsburg	CA	95448
4900922	Wine Room (The)	Thomas	Smothers	P.O. Box 219	Kenwood	CA	95452
4900934	Bistro V	Richard & Miguel	Vargas	2295 Gravenstein Hwy S	Sebastopol	CA	95472
4900935	Geyser Peak Winery	Chris	Munsell	P.O. Box 25	Geyserville	CA	95441
4900936	Union Hotel	Hal	Wood	P.O. Box 730	Forestville	CA	95436
4900943	Alliance Redwoods Conference Grounds	Jeremy	MacCallum	6250 Bohemian Highway	Occidental	CA	95465
4900946	Trentadue Winery	Cooper	Henderson	19170 Geyserville Avenue	Geyserville	CA	95441
4900949	Saints Peter & Paul Russian Church	Michael	Mogilev	P.O. Box 8277	Santa Rosa	CA	95407
4900956	Country Inn	Ramesh	Sharma	2363 Santa Rosa Ave.	Santa Rosa	CA	95407
4900962	CazSonoma Inn	Richard	Mitchell	1896 Great Highway	San Francisco	CA	94122
4900968	Field Stone Winery	Ben	Staten	10075 Highway 128	Healdsburg	CA	95448
4900974	Russian River Vineyards & Restaurant	Jerry	Topolos	P.O. Box 358	Forestville	CA	95438
4900981	Pedroncelli Winery	John	Pedroncelli	1220 Canyon Road	Geyserville	CA	95441
4900982	Foppiano Vineyards	Louis	Foppiano	12707 Old Redwood Hwy	Healdsburg	CA	95448
4900994	Davis Bynum Winery	L Davis	Bynum	8075 Westside Road	Healdsburg	CA	95448
4900998	De Loach Winery	Tim	Ehlert	P.O. Box 176	Sebastopol	CA	95473
4900999	Korbel Brothers Winery	Lisa	Russell	13250 River Road	Guerneville	CA	95446
4901001	Wine Country RV Park	John	Emery	8225 Conde Lane	Windsor	CA	95492
4901004	Calpine (West Field Office)	Allen	Sonneville	10350 Socrates Mine Road	Middletown	CA	95461
4901005	Todd Road Mutual Water Company	Linda	Emis	2715 Bennett Ridge Road	Santa Rosa	CA	95404
4901008	Hessel Church	Steve	Danelz	5060 Hessel Ave 1382 Gravenstein Highway	Sebastopol	CA	95472
4901016	Sequoia Water Company	Ken & Laurie	McAdams	South	Sebastopol	CA	95472
4901017	Naco West - Russian River Preserve	Clayton	Klaburner	33655 Geysers Road	Cloverdale	CA	95425
4901024	Dry Creek Store	Nicole	Vasquez	3495 Dry Creek RD	Healdsburg	CA	95448
4901025	Johnson's Beach Resort	Laura	Wilson	P.O. Box 386	Guerneville	CA	95446
4901030	Calpine (Geysers Administration Center)	Allen	Sonneville	10350 Socrates Mine Road	Middletown	CA	95461
4901038	Passalacqua Winery	Jason	Passalacqua	3805 Lambert Bridge Road	Healdsburg	CA	95448
4901042	Michel Schlumberger Fine Wine Estate	Mike	Brunson	4155 Wine Creek Road	Healdsburg	CA	95448
4901060	Duncan Mills Camping Club	David	Ferreira	P.O. Box 57	Duncans Mills	CA	95430

SYSTEM_NO	SYSNAME	NAME_FIRST_FIELD_5	NAME_LAST_FIELD_4	MAIL_ADDRESS1_FIELD_15	CITY_FIELD_17	STATE_FIELD_18	ZIP_FIELD_19
4901062	Kinnybrook Mutual Water Company	Robert	Maes	P.O. Box 1234 2455 Bennett Valley Road	Kenwood	CA	95452
4901063	Campobello	William	Twitchell	C110	Santa Rosa	CA	95404
4901068	Alderbrook Winery	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4901073	Za Zu's	Rebecca	Gray	3555 Guerneville Road	Santa Rosa	CA	95401
4901077	Sonoma Mountain Zen Center	Jon	Perry	6367 Sonoma Mountain Road	Santa Rosa	CA	95404
4901082	Mazzocco Winery	Nancy	Clayton	P.O. Box 1560	Healdsburg	CA	95448
4901084	Jordan Vineyard & Winery	Tim	Spence	1474 Alexander Valley Road	Healdsburg	CA	95448
4901086	Kendall-Jackson Wine Center	Mark	Mathewson	425 Aviation Boulevard	Santa Rosa	CA	95403
4901090	Preston Winery	Lou	Preston	9282 West Dry Creek Road	Healdsburg	CA	95448
4901093	Martinelli Ranch	Lee & Carolyn	Martinelli	8895 Martinelli RD	Forestville	CA	95436
4901095	Westminster Woods Camp	Rich	Burdick	6510 Bohemian Highway	Occidental	CA	95645
4901098	Thunderbird Ranch	Bruce	Johnson	9455 Hwy 128	Healdsburg	CA	95448
4901101	Mount Gilead Bible Conference Camp Royaneh-Boy Scouts of America	Dave	Gould	13485 Green Valley Road	Sebastopol	CA	95472
4901105	America	Scott	Griswold	P.O. Box 39	Cazadero	CA	95421
4901107	Cazadero Performing Arts Camp	Jim	Mazzaferro	P.O. Box 7908 1304 South Point Blvd - Suite 260	Berkeley	CA	94707
4901110	Camp Cazadero Bellevue Union Sch Dist-Kawana School	Michael	Carr	2121 Moraga Drive	Petaluma	CA	94954
4901111	School	Colin	Ramsay	2121 Moraga Drive	Santa Rosa	CA	95404
4901112	Lake Sonoma Marina	Rick	Herbert	102 Wikiup Drive - Suite A	Santa Rosa	CA	95407
4901113	Mom s Apple Pie	Betty	Carr	4550 Gravenstein Hwy	Sebastopol	CA	95472
4901115	Russian River Winery	Bryan	Davison	2191 Laguna Road	Santa Rosa	CA	95401
4901118	Andy s Produce Market, Inc.	Shelley	Klucznik	P.O. Box 870	Sebastopol	CA	95473
4901119	Dry Creek Vineyard	David	Keagy	3770 Lambert Bridge Road	Healdsburg	CA	95448
4901122	Murphy-Goode Winery	James	Murphy	PO BOX 156	Geyserville	CA	95441
4901130	Gravenstein Business Park	Jim	Bathke	605 Acacia Lane	Santa Rosa	CA	95409
4901133	Landmark Vineyards, LTD. Hoot Owl Creek/Alex. Valley Vineyards JV	Eric	Stern	101 Adobe Canyon Road	Kenwood	CA	95452
4901135	Vineyards JV	Mark	Houser	P.O. Box 1005	Healdsburg	CA	95448
4901141	Occidental Arts & Ecology Center	Brock	Dolman	15290 Coleman Valley Road	Occidental	CA	95465
4901147	Traditional Medicinals, Inc.	Bob	Hight	4515 Ross Road	Sebastopol	CA	95472
4901150	Alphabet Soup Preschool & Day Care	Jeane	Slone	4411 Gravenstein Hwy North	Sebastopol	CA	95472
4901152	Clos du Bois Winery	Norman	Shriver	P.O. Box 940	Geyserville	CA	95441
4901153	Jimtown Store	Carrie	Brown/Werner	6706 Highway 128	Healdsburg	CA	95448
4901156	Willowside School	Noel	Buehler	5285 Hall Road	Santa Rosa	CA	95401
4901161	Vino Farms, Inc. - Wasson Ranch	Mark	Zastrow	850 McClelland DR	Windsor	CA	95492-
4901162	Quivira Vineyards	Bob	Rembowski	4900 West Dry Creek Road	Healdsburg	CA	95448
4901164	Woods Resort, The (Guerneville)	Bill	Dudley	3119 20th Street	San Francisco	CA	94110
4901165	Jehovah s Witnesses Hall	John	Muters	929 Golf Course Drive	Rohnert Park	CA	94928
4901170	New Directions Adolescent Services	Kevin	Powers	P.O.Box 1819	Rohnert Park	CA	94928

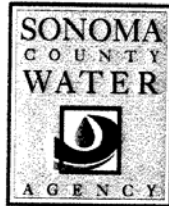
SYSTEM_NO	SYSNAME	NAME_FIRST_FIELD_5	NAME_LAST_FIELD_4	MAIL_ADDRESS1_FIELD_15	CITY_FIELD_17	STATE_FIELD_18	ZIP_FIELD_19
4901172	College Avenue Building	Andrea	Ham	386 Tesconi Circle	Santa Rosa	CA	95401
4901175	Willowside Hall	Marty	Callahan	5299 Hall Road	Santa Rosa	CA	95401
4901179	Redwood Empire Sawmill	Nolan	Schweikl	P.O. Box 156	Cloverdale	CA	95425
4901181	Hanna Vineyards	Jeff	Hinchliffe	9280 Highway 128	Healdsburg	CA	95448
4901189	Azure Acres CD Recovery Center	George	Koetke	2264 Green Hill Road	Sebastopol	CA	95472
4901190	Lieto Water System (Sunridge School)	Joe	Lieto	495 Watertrough Road 4545 Thomas Lake Harris Drive	Sebastopol	CA	95472
4901191	Paradise Ridge Winery	Walter	Byck	Drive	Santa Rosa	CA	95403
4901195	Moorland Avenue Apartments	Dennis	Judd	P.O. Box 307	Sebastopol	CA	95473
4901197	Silver Oak Wine Cellars L.P.	Tony	LeBlanc	P.O. Box 558	Geyserville	CA	95441
4901200	Dimensions/Perler	Tony	Gaiton	26972 Asti Road	Cloverdale	CA	95425
4901201	Vinwood Cellars	Mike	Ward	18700 Geyserville Avenue	Geyserville	CA	95441
4901202	Ferrari-Carano Winery	Rebecka	Deike	P.O. Box 1549	Healdsburg	CA	95448
4901203	Fosters Wine Estates-Asti Winery	Carl	Bogner	PO BOX 530	Geyserville	CA	95441
4901205	U.S. Army Corps-Liberty Glen Campground	Mark	Zastrow	850 McClelland Drive	Windsor	CA	95492
4901206	Armida Winery	Bruce	Cousins	2201 Westside Road	Healdsburg	CA	95448
4901213	Lytton Adult Rehabilitation Center	Captain Ralph	Jimenez	P.O. Box 668	Healdsburg	CA	95448
4901215	Plumfield Academy (Occidental Rd.)	Tim	Ehlert	PO Box 176	Sebastopol	CA	95473
4901216	Blue Heron Restaurant	Greg	Dudley	624 Tamarack Drive	San Rafael	CA	94903
4901220	Lytton Springs Winery	Gerald	Stone	650 Lytton Springs Road	Healdsburg	CA	95448
4901221	Graton Mutual (Green Valley HOA)	Tom	Johnson	221 Southwest Blvd	Rohnert Park	CA	94928
4901222	Sonoma County Parks-Vet. Memorial Beach	Jim	McCray	2300 County Center Drive	Santa Rosa	CA	95403
4901227	Kunde Estate Winery	Jennifer	White	P.O. Box 639	Kenwood	CA	95452
4901232	La Crema Winery	Mike	Mendenhall	3690 Laughlin Road	Windsor	CA	95492
4901236	Vino Farms, Inc. - Preston Ranch	Roy	Davis	10651 Eastside Road	Healdsburg	CA	95448
4901244	Humane Society of Sonoma County	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4901245	Ledson Winery and Vineyards	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4901246	Downtown Graton Mutual Water System	Mark	Zastrow	850 McClelland Drive	Windsor	CA	95492
4901248	Matanzas Creek Winery	Steve	Grimaldo	6097 Bennett Valley Road	Santa Rosa	CA	95404
4901250	Sonoma West Holdings Industrial Park	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4901251	Safari West	Peter & Nancy	Lang	3115 Porter Creek Road	Santa Rosa	CA	95404
4901252	E & J Gallo Winery-Sonoma	Lou	Presley	3387 Dry Creek Road	Healdsburg	CA	95448
4901253	Belvedere Vineyards & Winery	Troy	Moya	4035 Westside Road	Healdsburg	CA	95448
4901255	Saint Francis Winery-Wild Oak Vineyards	Brad	Bello	500 Pythian Road	Santa Rosa	CA	95409
4901257	Capital Lumber Company	Rosa	Meza	13480 Old Redwood Hwy	Healdsburg	CA	95448
4901259	Stonestreet Winery	John	Stewart	7111 Hwy 128	Healdsburg	CA	95448
4901261	Stryker Sonoma Winery & Vineyards	Bill	Price	5110 HWY 128	Geyserville	CA	95441

SYSTEM_NO	SYSNAME	NAME_FIRST_FIELD_5	NAME_LAST_FIELD_4	MAIL_ADDRESS1_FIELD_15	CITY_FIELD_17	STATE_FIELD_18	ZIP_FIELD_19
4901263	Rabbit Ridge Winery	Linda	Garwood	P. O. Box 456	Healdsburg	CA	95448
4901265	Fairfield Osborn Preserve	Craig	Dawson	1801 East Cotati Avenue	Rohnert Park	CA	94928
4901266	Seghesio Farms	Pete	Seghesio	14730 Grove Street	Healdsburg	CA	95448
4901267	True to Life	James	Galsterer	P.O. Box 2079	Sebastapol	CA	95472
4901269	United Rentals	Charlie	Buada	3939 South Moorland Ave	Santa Rosa	CA	95407
4901272	Wildwood Retreat	Martin	Meier	P.O. Box 78	Guerneville	CA	95446
4901277	Bucher Water Company	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4901282	Manzana Products Company, Inc.	Dick	Norton	P.O. Box 209	Sebastopol	CA	95473
4901283	Fritz Winery and Vineyard	Christina	Pallmann	24691 Dutcher Creek Road	Cloverdale	CA	95425
4901284	Mauritson Family Winery	Clay	Mauritson	2859 Dry Creek Road	Healdsburg	CA	95448
4901287	Rochioli Winery	Tom	Rochioli	6192 Westside Road	Healdsburg	CA	95448
4901291	Verite Winery	John	Stewart	7111 HWY 128	Healdsburg	CA	95448
4901293	Soda Rock Winery (New 2007)	Ken	Wilson	P.O. Box 1610	Healdsburg	CA	95448
4901298	Lynmar Winery	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4901301	Moshin Vineyards	Richard	Moshin	10295 Westside Road	Healdsburg	CA	95448
4901307	Sonoma Golf & Learning Center	Rick	Randall	P.O. Box 6389	Santa Rosa	CA	95406
4901308	Timber Crest Farms	Ruth and Ronald	Waltenspiel	4791 Dry Creek Road	Healdsburg	CA	95448
4901309	Hilton Mutual Water Company	Mark	Snyder	10675H River Road	Forestville	CA	95436
4901311	Mark West Neighborhood Church	Nikolas	Ratiani	5901 Old Redwood Highway	Santa Rosa	CA	95403
4901312	Balletto Vineyards	John and Teresa	Balletto	5700 Occidental Road	Santa Rosa	CA	95402
4901313	Sebastopol Vineyards	Joseph & Tracy	Dutton	8757 Green Valley Road	Sebastopol	CA	95472
4901316	Rued Vineyards	Richard	Rued	3863 Dry Creek Road	Healdsburg	CA	95448
4901317	Zichichi Winery	Steve & Kristin	Zichichi	8626 West Dry Creek Road	Healdsburg	CA	95448
	Sonoma County Parks-Pythian			2300 County Center Drive -			
4901318	Trailhead	Jim	McCray	Suite 120A	Santa Rosa	CA	95403
4901320	Rylind Industries, LLC	Ryan	Giannecchini	P.O. Box 104	Cotati	CA	94931
4901321	Sunce Winery	Tim	Ehlert	PO BOX 176	Sebastopol	CA	95473
4901322	Cherry Ridge Winery	Frank & Viola	Miller	1045 Sexton Road	Sebastopol	CA	95472
4901323	Fulton Processors, Inc.	John	Cochran	P.O. Box 2	Fulton	CA	95439
4901324	Fritsch Industrial Park	Jerry & Arlene	Fritsch	1131 El Cerito Drive	Santa Rosa	CA	95401
4901325	The Next Level	Tom	Courry	P.O. Box 208	Cotati	CA	94931
4901326	Spooners Resort	Kerry & Barbara	Weldy	P.O. Box 2127	Guerneville	CA	95446
4901327	Gold Ridge Pinot Winery	Tom	Toedter	2500 Highway 116 North	Sebastopol	CA	95472
4901329	Pepperwood Environmental Center	Herb	Dwight	1313 W. Dry Creek Road	Healdsburg	CA	95448
4901330	Madrona Manor	Patrick	Imbach	1001 Westside Road	Healdsburg	CA	95448
4901331	Hawkes Winery	Stephen	Hawkes	14255 Chalk Hill Road	Healdsburg	CA	95448
				5033 Gravenstein Highway			
4901333	Forestville Veterinary Hospital	Jack & Shirley	Long	North	Sebastopol	CA	95472
4901334	Amista Winery	Michael	Farrow	3310 Dry Creek Road	Healdsburg	CA	95448
4901335	Williams Selyem Winery	Chuck	Gangnath	6575 Westside Road	Healdsburg	CA	95448
4910002	Cloverdale, City of	Robert	Crabb	124 N. Cloverdale Blvd.	Cloverdale	CA	95425
4910003	Penngrove Water Company (PUC)	Karen	Ball	4984 Sonoma Highway	Santa Rosa	CA	95409

SYSTEM_NO	SYSNAME	NAME_FIRST_FIELD_5	NAME_LAST_FIELD_4	MAIL_ADDRESS1_FIELD_15	CITY_FIELD_17	STATE_FIELD_18	ZIP_FIELD_19
4910004	Sweetwater Springs CWD - Guerneville	Chuck	Howell	P.O. Box 48	Guerneville	CA	95446-0048
4910005	Healdsburg, City of	Don	Monk	401 Grove Street	Healdsburg	CA	95448-4723
4910008	Russian River County Water District Sonoma County CSA 41-Fitch Mountain	Hal	Wood	P.O. Box 954	Forestville	CA	95436-0954
4910010	Sebastopol, City of	Hal	Wood	P.O. Box 730	Forestville	CA	95436
4910011	Armstrong Valley-Cal Water Service (PUC)	Richard	Emig	714 Johnson Street	Sebastopol	CA	95472
4910018	Forestville County Water District	John	Graham	2222 Whitman Avenue	Chico	CA	95928
4910019	Canon Manor Water System	George	Roberts	P.O. Box 261	Forestville	CA	95436
4910022	Geyserville Water Works (PUC)	Karen	Ball	4984 Sonoma Hwy	Santa Rosa	CA	95409
4910024	Kenwood Village Water Company (PUC)	Harry	Bosworth	P.O. Box 65	Geyserville	CA	95441
4910025	Odd Fellows Recreation Club	Karen	Ball	4984 Sonoma Highway	Santa Rosa	CA	95409
4910026	Sonoma State University	Ken	Spilman	P.O. Box 554	Forestville	CA	95436
4910027	Camp Meeker Water System	Craig	Dawson	1801 East Cotati Avenue	Rohnert Park	CA	94928
4910029	CSP-Sugarloaf Ridge State Park	Hal	Wood	P.O. Box 730	Forestville	CA	95436-0457
4910302	CSP-Armstrong Redwoods State Reserve	Chris	Komar	363 3rd Street West	Sonoma	CA	95476
4910306	CSP-Austin Creek (Bullfrog Pond Camp)	Alfredo	Pereyra	P.O. Box 123	Duncans Mills	CA	95430
4910307	CSP-Goat Rock State Beach	Alfredo	Peyera	P.O. Box 123	Duncans Mills	CA	95430
4910313	U.S. Army Corps-Lake Sonoma Headquarters	Alfredo	Pereyra	P.O. Box 123	Duncans Mills	CA	95430
4910702		Mark	Zastrow	850 McClelland Drive	Windsor	CA	95492



**Attachment D**  
**June 27, 2007, Letter to Russian River Water Users**  
**Outside Agency's Service Area**



42-4.1.6.1-9 SWRCB Order Approving Temporary Urgency Change in Permits 12947A, 12949, 12950 & 16596 (WR Order 2007-0022)

June 27, 2007

To: Russian River Watershed Water Purveyors

**Re: State Water Resources Control Board Water Conservation Requirements**

Dear Water Purveyor:

As you may know, the Sonoma County Water Agency filed a petition with the State Water Resources Control Board on April 27, 2007 requesting approval of a Temporary Urgency Change to its water rights permits. The petition requested that in-stream flow requirements be reduced to prevent storage levels in Lake Mendocino from dropping to very low levels at the end of the summer to ensure that sufficient water is available to maintain river flows this fall for Chinook salmon. The State Board issued Order WR 2007-0015-DWR on May 10, 2007 conditionally approving the change petition.

One of the terms included in Order WR 2007-0015-DWR requires the Water Agency to prepare a Water Conservation Status Report for the Water Agency's service area and other areas served by Lake Mendocino. The report is due to the State Board by November 15, 2007. (See Term 16 of the attached Order.) To comply with this term, the Water Agency will need to gather usage and conservation savings information from your utility.

Last week, the Water Agency received a revised order from the State Board (attached Order WR 2007-0022). Three additional terms are in this Order, including a term that requires the Water Agency to make a 15 percent reduction in diversions from the Russian River to its service area from July 1 until the expiration date of the Order (October 28, 2007). The reduction is to be calculated based on our actual diversions for the same period in 2004.

Additionally, the Water Agency is required within 30 days of the date of the Order to submit a plan to the State Board to obtain the cooperation and participation of municipal Russian River water users not supplied by the Water Agency to reach a water conservation goal of 15 percent from July 1 through until October 28, 2007. (See Term 14 of the attached Order). Term 14 also requires the Water Agency to identify and prevent waste, unreasonable use, unreasonable methods of use, or unreasonable methods of diversion of water. Monthly progress reports are to be submitted to the State Board by the Water Agency with regard to progress being made in both gaining your utility's cooperation and investigating water waste.

P.O. Box 11628 - Santa Rosa, CA 95406 - 404 Aviation Boulevard - Santa Rosa, CA 95403 - (707) 526-5370 - Fax (707) 544-6123

Consistent with the State Board's order, the Water Agency strongly advocates that all urban water utilities sign the California Urban Water Conservation Council's Memorandum of Understanding Regarding Urban Water Conservation and implement the 14 best management practices (BMPs). These 14 BMPs are recognized as minimum water conservation standards for urban water agencies. The Water Agency also suggests that all urban water utilities aggressively enforce their water waste prevention ordinances.


Water Agency staff is drafting the plan and will submit it to the State Board by the July 13<sup>th</sup> due date. If time permits, Water Agency staff will solicit input from your utility prior to submission.

Please provide the following information by July 20<sup>th</sup> to help us comply with the State Board's Order:

- (1) your actual diversion volumes in 2004 for the months of July, August, September, and October;
- (2) a description of how your utility will achieve a 15 percent reduction in use of water during the period from July 1 to October 31;
- (3) the short-term reduction measures you will implement from July through October of this year and the savings (volume of water) that you estimate will be realized from these measures;
- (4) a description of the long-term reduction measures you have implemented in the past and the savings (volume of water) that have been realized and are being realized from these measures; and
- (5) a description of long-term reduction measures you intend to implement in the near future; and
- (6) an estimate of your total water conservation savings in future years.

We realize that you will not be able to quantify your total savings realized this summer until the end of October, but wanted to let you know as soon as possible that we will be requesting this data when it's available. We appreciate your prompt attention to this urgent matter. If you have any questions, please call Lynn Florey at 707-547-1909 or Jay Jasperse at 707-547-1959.

Sincerely,

  
for Jay Jasperse, P.E.  
Deputy Chief Engineer

attachment

*C. PANDY, PAIM, LYNN, ROM, RENEE*

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## **Attachment E**

### **Top 10 Water Conservation Tips**

#### English

1. Reduce irrigation by 20%.
2. Find and repair leaks now.
3. Inspect and tune-up irrigation system monthly.
4. Irrigate between midnight and 6:00 a.m. to reduce water loss from evaporation and wind.
5. Use a broom, not a hose, to clean driveway, deck or patio.
6. Use a bucket and a hose with an automatic shut-off nozzle when washing a car, or take car to a carwash that recycles its water.
7. Cover pools and hot-tubs to reduce evaporation.
8. Use front-load washing machines.
9. Run the dishwasher and clothes washer with full loads only.
10. Prevent and report water waste.

#### Spanish

1. Reduzca la irrigación en un 20%.
2. Detecte y repare las fugas de agua ahora.
3. Inspeccione y afine el sistema de irrigación mensualmente.
4. Riegue entre la medianoche y las 6 de la mañana para reducir la pérdida de agua ocasionada por la evaporación y el viento.
5. Use una escoba, no una manguera, para limpiar la entrada, cubierta o patio.
6. Use una cubeta y una manguera con boquilla de cierre automático cuando lave el carro, o lleve su carro a un lavacarros donde se recicle el agua.
7. Cubra las piscinas y jacuzzis para reducir la evaporación.
8. Use lavadoras de carga frontal.
9. Use el lavaplatos y la lavadora de ropa sólo cuando estén completamente llenas.
10. Prevenga y denuncie el desperdicio de agua.

