

**NOTICE TO STATE WATER PROJECT CONTRACTORS****Number:** 09-10**Date:** DEC 14 2009**Subject:** 2010 Article 21 Water Program**From:** Raphael A. Torres
Deputy Director, DEPARTMENT OF WATER RESOURCES

The Department of Water Resources (DWR) will administer a program during 2010 in accordance with Article 21 of the long-term Water Supply Contracts. The 2010 Article 21 Water Program (Program) is available to those State Water Project contractors who have signed the Monterey Amendment, and is subject to the attached criteria.

Due to the current water conditions and storage in San Luis Reservoir, it is uncertain whether Article 21 water may become available south of the Sacramento-San Joaquin Delta during 2010. Should Article 21 water become available in 2010, the 2010 Program will be administered similarly to 2007, the last year Article 21 water was made available south of the Sacramento-San Joaquin Delta; however, the program will be administered with minor modifications to facilitate communication of Article 21 availability and any related carryover evacuation accounting. The Program participants have the responsibility to follow the intent of the Article 21 contract criteria and to not defer previously scheduled Table A deliveries for later in the year. Contractors are encouraged to regularly update their delivery schedules for DWR.

To participate in the Program and be on the notification list, a contractor must sign and date the attachment to this Notice To State Water Project Contractors and return it to Lincoln King, State Water Project Analysis Office, Department of Water Resources, Post Office Box 942836, Sacramento, California 94236-0001.

If you have any questions or need additional information, please contact Mark Risney at (916) 653-8127.

Attachment

ATTACHMENT

2010 ARTICLE 21 WATER PROGRAM

CRITERIA

1. Delivery of Article 21 water shall not impact allocation or delivery of approved Table A water to State Water Project (SWP) contractors in 2010.

2. Water under this Program shall be SWP water that is available to SWP contractors as determined by the Department of Water Resources (DWR). This water is limited to amounts not needed for fulfilling contractors approved Table A deliveries, as set forth in their approved water delivery schedules furnished pursuant to Article 12, or for meeting SWP operational requirements, including reservoir storage goals for the current or following years.

3. Delivery to specific contractors may be limited by operational capacity in SWP facilities or as a result of changed operational conditions.

4. The delivery of Article 21 water is not intended in any way to adversely impact any SWP operations. If DWR determines there has been an adverse impact during the period when Article 21 water is being delivered to a contractor, Article 21 water may be reclassified as approved 2010 Table A water to keep the SWP whole.

5. Article 21 water shall be used within the service area of a requesting contractor, for the same reasonable and beneficial uses as Table A water. Article 21 water may be delivered outside the service area of a participating contractor for storage so long as it is later returned for use in the service area. A separate written agreement will be required for delivery outside of a contractor's service area.
6. Article 21 water shall not be stored by DWR in SWP reservoirs for later delivery to a requesting contractor.
7. This Program is not intended to allow a contractor to shift or defer delivery of allocated scheduled 2010 Table A water and substitute delivery of Article 21 water for scheduled 2010 Table A water in a way that would adversely impact allocation or delivery of Table A water to other contractors in 2010 or in any subsequent year, or adversely affect SWP storage of water.

SCHEDULING AND CHARGES

8. DWR will notify the contractors by email when Article 21 water is available. DWR will request that contractors periodically provide updated schedules of carryover, Table A and other non-Article 21 water demands and will use such schedules to determine Article 21 water availability.

9. Participating contractors shall email a schedule indicating Article 21 water requests to the State Water Project Analysis Office to Mark Risney at mrisney@water.ca.gov and Lincoln King at lking@water.ca.gov. The schedule shall include the amount of other SWP supplies requested in addition to Article 21 water.
10. The Program participants have the responsibility to follow the intent of the Article 21 contract criteria and to not defer previously scheduled Table A deliveries for later in the year. As necessary, contractors must update their delivery schedules and submit them to DWR.
11. Daily allocations of Article 21 will be provided to contractors, preferably on a weekly basis. DWR may discontinue availability of Article 21 water upon short notice.
12. If necessary, the supply of Article 21 water will be allocated among requesting contractors in proportion to the 2010 Table A amounts of those contractors.
13. Contractors shall consider their deliveries of Table A water, carryover water, and other water supplies prior to requesting Article 21 water.

14. A contractor taking delivery of Article 21 water may stop or suspend participation in the Program by notifying Mark Risney at (916) 653-8127 or Lincoln King at (916) 653-4389.

15. Conveyance charges for Article 21 water delivered under this Program shall be the same as for Table A water and shall include transportation, variable operation, maintenance, power and replacement (OMP&R) component charges, Off-Aqueduct power facility charges, and any incremental OMP&R costs, as determined by DWR.

16. All contractors participating in the Program are responsible for coordinating delivery points and rates through their normal contacts at the various DWR field divisions.

17. The 2010 Article 21 Water Program shall not be a precedent for future programs.

In order to participate in the 2010 Article 21 Water Program, please sign below in the space provided and return all three pages of this attachment to the State Water Project Analysis Office. A contractor's signature indicates acceptance of the criteria, procedures, and charges established for this Program.

ACCEPTED:

Authorized Representative

Signature

Title

Agency

Date

AGENCY CONTACT:

Authorized Representative

Name

Email

Telephone