



# NOTICE TO STATE WATER PROJECT CONTRACTORS

NUMBER: 08-08

DATE: DEC 12 2008

SUBJECT: 2009 Article 21 Water Program

FROM:



DEPUTY DIRECTOR, DEPARTMENT OF WATER RESOURCES

The Department of Water Resources (DWR) will administer a program during 2009 in accordance with Article 21 of the long-term Water Supply Contracts. The 2009 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 during 2009. However, should Article 21 water become available in 2009, the 2009 Program will be administered similarly to 2008. 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 about this Program, please contact Mark Risney at (916) 653-8127.

Attachment

## ATTACHMENT

### 2009 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 2009.
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 2009 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 2009 Table A water and substitute delivery of Article 21 water for scheduled 2009 Table A water in a way that would adversely impact allocation or delivery of Table A water to other contractors in 2009 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 [mrисney@water.ca.gov](mailto:mrисney@water.ca.gov) and Lincoln King at [lking@water.ca.gov](mailto: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 2009 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 2009 Article 21 Water Program shall not be a precedent for future programs.

In order to participate in the 2009 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