



Our Region's Trusted Water Leader
San Diego County Water Authority

December 7, 2018

Cassandra Enos-Nobriga
Executive Advisor, State Water Project
Department of Water Resources
P.O.Box 942836
Sacramento, CA 95814

MEMBER AGENCIES

- Carlsbad Municipal Water District
- City of Del Mar
- City of Escondido
- City of National City
- City of Oceanside
- City of Poway
- City of San Diego
- Fallbrook Public Utility District
- Helix Water District
- Lakeside Water District
- Olivenhain Municipal Water District
- Otay Water District
- Padre Dam Municipal Water District
- Camp Pendleton Marine Corps Base
- Rainbow Municipal Water District
- Ramona Municipal Water District
- Rincon del Diablo Municipal Water District
- San Dieguito Water District
- Santa Fe Irrigation District
- South Bay Irrigation District
- Vallecitos Water District
- Valley Center Municipal Water District
- Vista Irrigation District
- Yuma Municipal Water District

RE: Draft Environmental Impact Report – State Water Project Water Supply Contract Amendments for Water Management and California WaterFix

Dear Ms. Enos-Nobriga:

The San Diego County Water Authority (Water Authority) appreciates the opportunity to comment on the Draft Environmental Impact Report – State Water Project (SWP) Water Supply Contract Amendments for Water Management and California WaterFix (WaterFix) prepared by the Department of Water Resources (DWR).

COMMENTS

1. General

It would be helpful to the reader if the project description included an explanation of how amendments to agreements and contracts, involving no construction of new facilities, would have a physical effect on the environment. The document buries this discussion in each analysis section, repeating the same language. We suggest this discussion be moved up front into the Project Description section.

The document references comments received during the Notice of Preparation in “Potential Areas of Controversy and Concern” section, and says they are addressed as follows:

“General topics raised included: project segmentation issues; description of the project evaluated in the DEIR; consideration and analysis of reasonably foreseeable impacts of the project; the range of alternatives to be evaluated in the DEIR. Issues raised in response to the NOP are addressed in this EIR, as appropriate, for compliance with CEQA”.

However, the document leaves the reader to figure out how and where individual topics are addressed. We request DWR explicitly describe in this section where these issues are addressed in the document.

2. Definition and Purpose of California WaterFix

As one of the largest member agencies of the Metropolitan Water District of Southern California (MWD), the Water Authority has a great interest, and could be unfairly impacted depending on how

OTHER REPRESENTATIVE

County of San Diego

WaterFix costs will be allocated among the SWP contractors and how those costs will be invoiced by DWR.

A key objective of the contract amendments for WaterFix, as identified in the Draft EIR, is to "provide a fair and equitable approach for cost allocation of California WaterFix facilities to maintain the SWP financial integrity." Under the existing SWP contracts, WaterFix would be categorized as "project conservation facilities,"¹ similar to the Peripheral Canal, and be billed as Delta Water Charge. Yet, the Agreement in Principle (Appendix A) for SWP WaterFix amendments, **without any explanation**, changes the legal and previously agreed-upon methodology that defines WaterFix as a Delta Water Charge for conservation, by stating that the purpose of California WaterFix facilities is "water conservation **and/or transportation**," even though the function and purpose of the project have not changed.

The rate impacts on an average household in the Water Authority's service area could range from less than \$1 to \$15-\$23 per month when the project is fully implemented, depending on how WaterFix costs are allocated. If allocated to transportation, the Water Authority could be forced to pay more than any state contractor or MWD member agency, solely as a result of its use of MWD's Colorado River aqueduct to wheel water. The Water Authority's Board of Directors has expressly conditioned its support of WaterFix on the allocation of project costs in a manner consistent with the existing SWP contract as a Delta Water Charge supply cost.

To ensure the contract amendments for WaterFix meet its objective to provide a lawful, fair and equitable cost allocation, we request DWR strike the reference to transportation CWF Facilities Charge Component (AIP – II.3), as shown below.

- "The purpose of the CWF Facilities is water conservation ~~and/or transportation~~."

We raised this concern with Director Karla Nemeth in June of last year (see attached letter), and incorporate our comments by reference.

Sincerely,



Maureen A. Stapleton
General Manager

Attachment: Water Authority's comment letter to Karla Nemeth dated June 11, 2018

¹ As defined in Article 1(f) and (g)(2), based on Water Code Section 12934(d)(3), serving the purposes of water conservation in the Delta, water supply in the Delta and transfer of water across the Delta. (emphasis added)

June 11, 2018

Karla Nemeth, Director
Department of Water Resources
1416 9th Street
Sacramento, CA 95814

MEMBER AGENCIES

Carlsbad
Municipal Water District

City of Del Mar

City of Escondido

City of National City

City of Oceanside

City of Poway

City of San Diego

Fallbrook
Public Utility District

Helix Water District

Lakeside Water District

Olivenhain
Municipal Water District

Otay Water District

Padre Dam
Municipal Water District

Camp Pendleton
Marine Corps Base

Rainbow
Municipal Water District

Ramona
Municipal Water District

Rincon del Diablo
Municipal Water District

San Dieguito Water District

Santa Fe Irrigation District

South Bay Irrigation District

Vallecitos Water District

Valley Center
Municipal Water District

Vista Irrigation District

Yuima
Municipal Water District

OTHER
REPRESENTATIVE

County of San Diego

RE: Amendment of State Water Project Contract for California WaterFix
Comments on State Water Contractors May 14, 2018 Talking Points (#SWCCWF-0038) and DWR's
May 29, 2018 Consolidated Talking Points (#00086)

Dear Ms. Nemeth,

One of the key objectives and desired outcomes for negotiating an agreement between the Department of Water Resources (DWR) and the State Water Project (SWP) contractors is to amend the existing Water Supply Contract with DWR to implement California (CA) WaterFix in a manner that equitably allocates costs and benefits of the project (see DWR Objectives for SWP Contract Amendment, Objective 1; see also SWC Submission #SWCCWF-0001). I write to you on behalf of the San Diego County Water Authority Board of Directors to formally advise you of specific facts and circumstances concerning Water Authority ratepayers in regard to this objective, and to request your assistance to ensure that our ratepayers are not unfairly disadvantaged as result of the CA WaterFix negotiations.

As you know, under the existing Water Supply Contract, costs to the contractors are made up of two major charges: 1) the Delta Water Charge (which is a supply charge); and 2) the Transportation Charge. The Delta Water Charge is the cost of conservation facilities which include the Oroville facilities, the Delta facilities, the San Luis facilities, and a portion of the aqueduct leading from the San Luis facilities to the Delta facilities. Most importantly, the Delta Water Charge was to include within it facilities for the "transfer of water across the Delta," such as the proposed WaterFix (see below). It is a unit charge applied to each acre-foot of SWP water that SWP contractors are to receive, in accordance with their contracts. In contrast, the Transportation Charge covers the use of facilities required to deliver SWP water to the service area of each SWP water contractor.

Under the existing SWP contract, the CA WaterFix would unquestionably be categorized as "project conservation facilities" as defined in Article 1(f) and (g)(2), based on Water Code § 12934(d)(3), serving the purposes of water conservation in the Delta, water supply in the Delta, and transfer of water across the Delta. The CA WaterFix costs would thus constitute a Delta Water Charge under the current agreement and law. Similarly, DWR's Bulletin 132 categorizes Peripheral Canal facilities -- the forerunner of CA WaterFix -- as conservation facilities, with costs generally allocated accordingly. In unexplained contrast to Water Code § 12934(d)(3), the existing SWP contract, and DWR Bulletin 132, the draft Statement of Principles abruptly, and without explanation, changes the legal and agreed-upon methodology that would define the CA WaterFix as a Delta Water Charge for conservation, now adding transportation: "[t]he purpose of the [CA WaterFix] Facilities is water conservation **and/or** transportation." While this statement, and any corresponding charges as "transportation," may have no relevance to the cost share borne by other contractors or their member agency customers, it potentially has a substantial and grossly unfair impact on Water Authority ratepayers.

DWR is no doubt well aware of the appellate decision *San Diego County Water Authority v. Metropolitan Water District of Southern California* 12 Cal. App. 5th 1124 (2017), in which the Court of Appeal applied terms of the DWR-MWD contract to allow MWD to bill transportation costs identified in the existing SWP

contract to the Water Authority's Exchange Agreement payments. Conversely, the Delta Water Charge costs were not billed as transportation and there is no legal or substantive basis for changing that now in the allocation of CA WaterFix costs.

MWD has widely published to San Diego ratepayers that the cost of CA WaterFix is estimated to be \$3.90 per month, and in any case no more than the \$5 per household per month that has been estimated for the rest of the MWD service territory (all stated in 2017 dollars). And yet, if WaterFix costs are charged to transportation (now or in the future), the estimated cost per San Diego household skyrockets to \$15-23 per month or more when the project is fully implemented. All of these numbers are estimates, but it gives you an idea of the different impacts depending on whether costs are allocated to transportation or supply. Thus, this is not an insignificant issue, but rather one that presents a material and uniquely unfair potential cost impact and future risk for San Diego County ratepayers.

We request that the sentence quoted from the Statement of Principles be stricken, and that it be made clear that the CA WaterFix costs are intended to be allocated in a manner that is consistent with the existing SWP contract and Water Code § 12934(d)(3) as a Delta Water Charge supply cost.

We would welcome the opportunity to meet with you to provide further information if that would be helpful. The Water Authority's Board of Directors will be meeting in the near future to adopt a formal position on the CA WaterFix and I know this issue is of critical importance.

Thank you for your cooperation and understanding of the importance of this issue.

Very truly yours,



Mark Muir, Chairman of the Board of Directors

Attachment 1: DWR SWP Contract Amendment for California Water Fix – Objective 1

Attachment 2: SWC Submission SWCCWF-0038

Attachment 3: Water Code 12934

Attachment 4: Table 2, Appendix B to Bulletin 132-17

cc: Governor Jerry Brown
Senate President pro Tem Toni Atkins
San Diego Legislative Delegation
Water Authority Board of Directors
Maureen A. Stapleton, General Manager
MWD Board of Directors
Jeff Kightlinger, MWD General Manager

DEPARTMENT OF WATER RESOURCES

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**SWP CONTRACT AMENDMENT
FOR CALIFORNIA WATERFIX****Department of Water Resources' Objectives****WaterFix and Water Management Actions:**

Objective 1: The California Department of Water Resources will ensure that the terms and conditions for the proposed Contract Amendments allow for the continued financial integrity of the State Water Project (SWP). The terms and conditions will: 1) be made in compliance with all legal requirements, 2) provide a fair and equitable approach for repayment of SWP Contractor costs to address the addition of the California WaterFix facilities to the SWP, and 3) confirm and supplement DWR's position on water management actions available to the State Water Project Contractors under the contracts.



DATE: May 14, 2018

SUBJECT: The State Water Project¹ (SWP) Public Water Agencies' (PWAs)² Talking Points for Objective Two Concerning the Allocation and Repayment of Costs Associated with California WaterFix (CWF).

These talking points provide a proposed Statement of Principles (Principles) for the allocation and repayment of costs for construction, operation and maintenance of facilities associated with CWF (CWF Facilities). Under these Principles, the State, acting by and through the California Department of Water Resources (DWR), would be fully reimbursed for all such costs. These costs would be billed to and collected from SWP PWAs participating in the SWP portion of CWF (Participating PWAs), except those situated north of the Delta³ (Non-Participating PWAs), through their annual Statement of Charges (SOC). The SWP portion of CWF is up to two-thirds of CWF Facilities costs. The amount remaining will be reimbursed separately from SWP and/or Central Valley Project PWAs interested in additional conveyance capacity in CWF Facilities. These Principles are intended to serve as the foundation for a contract amendment to the existing long-term water service contracts (Contracts) between DWR and the SWP PWAs.

STATEMENT OF PRINCIPLES

- 1. CWF Facilities Definition:** CWF Facilities shall mean those facilities that are constructed to convey water from the north Delta to the south Delta through facilities as described in the California WaterFix Final EIR/EIS SCH #2008032062. In general, CWF Facilities will divert water from the Sacramento River through three intakes on the east bank of the Sacramento

¹ The State Water Project is the name commonly used to refer to the State Water Resources Development System (Water Code Section 12931).

² The SWP PWAs are those public water agencies that hold contracts with DWR for the delivery of SWP water: Alameda County Flood Control and Water Conservation District (Zone 7), Alameda County Water District, Antelope Valley-East Kern Water Agency, Castaic Lake Water Agency, City of Yuba City, Coachella Valley Water District, County of Butte, County of Kings, Crestline-Lake Arrowhead Water Agency, Desert Water Agency, Dudley Ridge Water District, Empire West Side Irrigation District, Kern County Water Agency, Littlerock Creek Irrigation District, The Metropolitan Water District of Southern California, Mojave Water Agency, Napa County Flood Control and Water Conservation District, Oak Flat Water District, Palmdale Water District, Plumas County Flood Control and Water Conservation District, San Bernardino Valley Municipal Water District, San Gabriel Valley Municipal Water District, San Geronio Pass Water Agency, San Luis Obispo County Flood Control and Water Conservation District, Santa Barbara County Flood Control and Water Conservation District, Santa Clara Valley Water District, Solano County Water Agency, Tulare Lake Basin Water Storage District, and Ventura County Flood Control District.

³ These Non-Participating PWAs are.: City of Yuba City, County of Butte, Plumas County Flood Control and Water Conservation District, Napa County Flood Control and Water Conservation District, and Solano County Water Agency.



River, through pipelines and tunnels to the south Delta, to new pumping plants northeast of a reconfigured Clifton Court Forebay, and finally to connections with the Jones and Banks pumping plants.

- 2. CWF Facilities Charge Components** - The purpose of the CWF Facilities is water conservation and/or transportation. Accordingly, all capital and minimum operations, maintenance, power and replacement (OMP&R) costs associated with the CWF Facilities are 100% reimbursable and shall be recovered by the DWR from Participating PWAs through their annual SOC's. These costs shall be allocated to and billed under two new charges as follows:
 - a. CWF Facilities Capital Charge Component
 - b. CWF Facilities Minimum OMP&R Component
- 3. CWF Capital Charge Component Method of Computation**
 - a. Recover actual annual debt service created by financing activities (Financing Method) for CWF Facilities.
 - b. Each Financing Method shall provide an annual repayment schedule, which includes all Financing Costs.
 - c. Financing Costs shall mean the following:
 - i. Principal of and interest on Revenue Bonds,
 - ii. Debt service coverage required by the applicable bond resolution or indenture in relation to such principal and interest,
 - iii. Deposits to reserves required by the bond resolution or indenture in relation to such Revenue Bonds, and
 - iv. Premiums for insurance or other security obtained in relation to such Revenue Bonds.
 - d. Financing Method shall be divided into four categories:
 - i. CWF Facilities Capital Costs paid with the proceeds of Water System Facility Revenue Bonds,
 - ii. CWF Facilities Capital Costs paid with amounts in the State Water Resources Development System Reinvestment Account,
 - iii. CWF Facilities Capital Costs paid annually for assets that will have a short Economic Useful Life or the costs of which are not substantial, and
 - iv. CWF Facilities Capital Costs prepaid by the Participating PWAs.
 - e. CWF Facilities Capital Charge Component should be allocated to the Participating PWAs in proportion to the CWF Facilities Allocation Factors for each calendar year.
- 4. CWF Facilities Minimum OMP&R Charge Component Method of Computation**
 - a. Recovery estimated and/or actual annual OMP&R costs for the CWF Facilities each year.



-
- b. CWF Facilities Minimum OMP&R Charge Component shall be allocated to the Participating PWAs in proportion to the CWF Facilities Allocation Factors for each calendar year.
- 5. CWF Facilities Variable OMP&R Charge Component Method of Computation** - The operations, maintenance, power and replacement costs for the CWF facilities pumping plants (CWF Pumping Plants) that are (1) necessary to deliver water to a Participating PWA and (2) incurred in an amount which is dependent upon and varies with the amount of project water delivered to the PWA and allocated to the PWA pursuant to Article 26 (a)(1) and (2) of the Contracts. The CWF Facilities Variable OMP&R costs are 100% reimbursable and shall be recovered by DWR from the Participating PWAs through their annual SOC's as follows:
- a. Costs shall be included in the Participating PWAs Variable Charge
 - b. Costs shall not be included in the Non-Participating PWAs' Variable Charge.
 - i. The Non-Participating PWAs' shall not be charged for any direct costs of conveying water through CWF Pumping Plants.
 - ii. The unit rate for the CWF Pumping Plants shall not be included in the Non-Participating PWAs accumulated pumping plant rates used to calculate their Transportation Variable Component Charge.
- 6. CWF Facilities Allocation Factors.** The following table is a preliminary allocation of CWF Facilities participation percentages for the Non-Participating PWAs and the Participating PWAs. Only Participating PWAs would be billed for CWF through their annual SOC, using the CWF Facility Allocation Factors described in the table. Non-Participating PWAs would not be billed for repayment of costs for construction, operation and maintenance of facilities associated with CWF, except to the extent there is a permanent transfer of Table A from a Participating PWA to a Non-Participating PWA as set forth in principle 10.



SWC Submission #: **SWCCWF-0038**
 STATE WATER CONTRACTORS
 1121 L Street, Suite 1050,
 Sacramento, CA 95814-3944
 (916) 447-7357 | www.swc.org
 Page: 4 of 5

Non-Participating PWA	CWF Facilities Allocation Factors
City of Yuba City	0.0000%
County of Butte	0.0000%
Plumas County FC&WCD	0.0000%
Napa County FC&WCD	0.0000%
Solano County Water Agency	0.0000%
Participating PWA	CWF Facilities Allocation Factors
Alameda County FC&WCD, Zone 7	1.9875%
Alameda County Water District	1.0355%
Santa Clara Valley Water District	2.4654%
Dudley Ridge Water District	1.0194%
Empire-West Side Irrigation District	0.0740%
Kern County Water Agency-Total	24.2278%
County of Kings	0.2294%
Oak Flat Water District	0.1405%
Tulare Lake Basin Water Storage District	2.1565%
San Luis Obispo County FC&WCD	0.6163%
Santa Barbara County FC&WCD	1.1214%
Antelope Valley-East Kern Water Agency	3.5709%
Santa Clarita Valley Water Agency	2.3470%
Coachella Valley Water District	3.4108%
Crestline-Lake Arrowhead Water Agency	0.1430%
Desert Water Agency	1.3744%
Littlerock Creek Irrigation District	0.0567%
Mojave Water Agency	2.2139%
Palmdale Water District	0.5251%
San Bernardino Valley Municipal Water District	2.5295%
San Gabriel Valley Municipal Water District	0.7100%
San Geronimo Pass Water Agency	0.4265%
The Metropolitan Water District of Southern California	47.1253%
Ventura County Watershed Protection District	0.4931%
Total	100.000%

7. **Repayment Schedule Table** - The amount to be paid by the Participating PWAs for each year under the CWF Facilities Capital and Minimum OMP&R Charge Components shall be set forth in a Repayment Schedule Table.
8. **Charge Redetermination** - The CWF Facilities Capital and Minimum OMP&R Charge Components shall be subject to Charge Redetermination.



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- 9. Annual Statement of Charges** - The CWF Facilities Capital and Minimum OMP&R Charge Components shall be included in a separate invoice that is included in the annual SOC and shall be subject to the time and method of payment for Capital and Minimum OMP&R Components.
- 10. Permanent Transfer of Contract Rights** – Any permanent transfer of Table A contract rights of a Participating PWA shall be accompanied by a pro-rata transfer of that PWA's rights and responsibilities with respect to CWF.
- 11. CWF Facilities Use Of Facilities Charge** –If a Non-Participating PWA transfers allocated Table A to a Participating PWA, then no fee will be charged to the PWA's involved in the transaction. Other transactions may result in a fee sufficient to cover all (1) capital, (2) minimum operations, maintenance, power and replacement (OMP&R) costs, and (3) variable OMP&R costs, associated with this usage.
- 12. Water Delivery Principles** - Participating PWA's moving water in excess of their CWF Facilities Allocation Factor shall schedule deliveries in a manner that does not harm other participating PWA's and shall be subject to the delivery priorities set forth in Article 12(f) of the Contract.

DRAFT

Cal Wat Code § 12934

Deering's California Codes are current through Chapter 10 of the 2018 Regular Session.

Deering's California Codes Annotated > WATER CODE > Division 6 Conservation, Development, and Utilization of State Water Resources > Part 6 Water Development Projects > Chapter 8 Water Resources Development Bonds

§ 12934. Definitions

As used in this chapter and for the purposes of this chapter as used in the State General Obligation Bond Law, the following words shall have the following meanings:

- (a) "Committee" shall mean the California Water Resources Development Finance Committee created by Section 12933.
- (b) "Board" or "department" shall mean the Department of Water Resources.
- (c) "Fund" shall mean the California Water Resources Development Bond Fund created by Section 12935.
- (d) "State Water Facilities" shall mean the following facilities:
 - (1) A multiple purpose dam and reservoir on the Feather River in the vicinity of Oroville, Butte County, and dams and reservoirs upstream therefrom in Plumas County in the vicinity of Frenchman, Grizzly Valley, Abbey Bridge, Dixie Refuge and Antelope Valley;
 - (2) An aqueduct system which will provide for the transportation of water from a point or points at or near the Sacramento-San Joaquin Delta to termini in the Counties of Marin, Alameda, Santa Clara, Santa Barbara, Los Angeles and Riverside, and for delivery of water both at such termini and at canal-side points en route, for service in Solano, Napa, Sonoma, Marin, Alameda, Contra Costa, Santa Clara, San Benito, Santa Cruz, Fresno, Tulare, Kings, Kern, Los Angeles, Ventura, San Bernardino, Riverside, Orange, San Diego, San Luis Obispo, Monterey and Santa Barbara Counties.

Said aqueduct system shall consist of intake and diversion works, conduits, tunnels, siphons, pipelines, dams, reservoirs, and pumping facilities, and shall be composed of a North Bay aqueduct extending to a terminal reservoir in Marin County; a South Bay aqueduct extending to terminal reservoirs in the Counties of Alameda and Santa Clara; a reservoir near Los Banos in Merced County; a Pacheco Pass Tunnel aqueduct from a reservoir near Los Banos in Merced County to a terminus in Pacheco Creek in Santa Clara County; a San Joaquin Valley-Southern California aqueduct extending to termini in the vicinity of Newhall, Los Angeles County, and Perris, Riverside County, and having a capacity of not less than 2,500 cubic feet per second at all points north of the northerly boundary of the County of Los Angeles in the Tehachapi Mountains in the vicinity of Quail Lake and a capacity of not less than 10,000 cubic feet per second at all points north of the initial offstream storage reservoir; a costal aqueduct beginning on the San Joaquin Valley-Southern California aqueduct in the vicinity of Avenal, Kings County, and extending to a terminal at the Santa Maria River;
 - (3) Master levees, control structures, channel improvements, and appurtenant facilities in the Sacramento-San Joaquin Delta for water conservation, water supply in the Delta, transfer of water across the Delta, flood and salinity control, and related functions.
 - (4) Facilities for removal of drainage water from the San Joaquin Valley.
 - (5) Facilities for the generation and transmission of electrical energy.

Cal Wat Code § 12934

- (6) Provision for water development facilities for local areas as provided in Chapter 5 (commencing at *Section 12880*) of Part 6 of Division 6 of the Water Code as the same may now or hereafter be amended.
- (7) Including for the foregoing (1 through 5) the relocation of utilities and highways and acquisition of all lands, rights of way, easements, machinery, equipment, apparatus, and all appurtenances necessary or convenient therefor.

History

Added Stats 1959 ch 1762 § 1, effective November 8, 1960.

Annotations

Commentary

Legislative Counsel's Opinions:

State water resources development. 1963 AJ 1523.

Notes to Decisions

1. Generally

That Water Resources Development Bond Act lists Oroville dam as one of "State Water Facilities" enumerated in that act does not mean that Oroville dam is no longer authorized by Central Valley Project Act (Wat C §§ 11100 et seq.), which empowers Department of Water Resources to construct and operate various water facilities, including the Oroville dam; Water Resources Development Bond Act expressly continues, rather than precludes, operation of Central Valley Project Act, and nothing in former act shows that facility authorized as part of Central Valley Project is no longer to be so regarded where it is also enumerated as one of "State Water Facilities." *Warne v. Harkness* (Cal. Dec. 12, 1963), 60 Cal. 2d 579, 35 Cal. Rptr. 601, 387 P.2d 377, 1963 Cal. LEXIS 264.

Research References & Practice Aids

Cross References:

Inapplicability to timberland preserve zone: Gov C § [51153](#).

Treatises:

Cal. Legal Forms, (Matthew Bender) § [28D.15\[3\]\[a\]](#).

State Notes

Research References & Practice Aids

Cal Wat Code § 12934

Hierarchy Notes:

Cal Wat Code Div. 6

Cal Wat Code Div. 6, Pt. 6

Cal Wat Code Div. 6, Pt. 6, Ch. 8

Deering's California Codes Annotated
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Table 2 Project Purpose Cost Allocation Factors (percentages)^a

PROJECT FACILITIES	Water Supply and Power Generation		All Other Purposes (Nonreimbursable)	
	Capital Costs	Minimum OMP&R Costs	Capital Costs	Minimum OMP&R Costs
Project Conservation Facilities				
Frenchman Dam and Lake	21.5	0.0	78.5	100.0
Antelope Dam and Lake	0.0	0.0	100.0	100.0
Grizzly Valley Dam and Lake Davis	1.0	1.8	99.0	98.2
Oroville Division ^b	97.1	99.5	2.9	0.5
California Aqueduct, Delta to Dos Amigos Pumping Plant	96.6	96.7	3.4	3.3
Delta Facilities				
Peripheral Canal Related	86.0	86.0	14.0	14.0
Remaining of Delta Facilities	96.6	96.7	3.4	3.3
Transportation Facilities				
Grizzly Valley Pipeline	100.0	100.0	0.0	0.0
North Bay Aqueduct	100.0	100.0	0.0	0.0
South Bay Aqueduct				
Del Valle Dam and Lake del Valle	25.2	22.0	74.8 ^c	78.0 ^d
Remainder of South Bay Aqueduct	100.0	100.0	0.0	0.0
California Aqueduct				
Delta to Dos Amigos Pumping Plant	96.6	96.6	3.4	3.4
Dos Amigos Pumping Plant to termini (excluding Coastal Branch) ^{e,f}	94.3 / 99.6	96.9 / 99.6	5.7 / 0.4	3.1 / 0.4
Aqueduct and Plants ^{e,f}	94.3 / 99.6	96.9 / 99.6	5.7 / 0.4	3.1 / 0.4
Pyramid Dam and Lake ^{e,f}	94.3 / 96.1	96.9 / 96.1	5.7 / 3.9	3.1 / 3.9
Castaic Dam and Lake ^{e,f}	94.3 / 91.1	96.9 / 91.1	5.7 / 8.9	3.1 / 8.9
Silverwood Dam and Lake ^{e,f}	94.3 / 85.3	96.9 / 85.3	5.7 / 14.7	3.1 / 14.7
Perris Dam and Lake ^{e,f}	94.3 / 67.7	96.9 / 67.7	5.7 / 32.3	3.1 / 32.3
Coastal Branch	100.0	100.0	0.0	0.0

^a Percentages indicated apply to the majority of the facilities with minor exceptions.

^b Percentages indicated are applicable to the remaining costs of division after excluding costs allocated to flood control that are reimbursed by the federal government (22 percent of capital costs) and excluding specific power costs of Hyatt and Thermalito powerplants and switchyards.

^c Percentage indicated consists of 48.0 percent of costs allocated to recreation and 26.8 percent to flood control.

^d Percentage indicated consists of 44.9 percent of costs allocated to recreation and 33.1 percent to flood control.

^e Percentage indicated is used for 2012 and previous years.

^f Percentage indicated is used for 2013 and forward.

Amendment 5 to Metropolitan's contract requires that additional costs for modifications to the Santa Ana Pipeline (required for enlargement of Lake Perris) will be allocated to Metropolitan and returned to the State through payments of the Transportation Charge. The additional costs to be repaid through Metropolitan's capital cost component for the aqueduct reach from Devil Canyon Powerplant to Barton Road

total about \$6.7 million (see Bulletin 132-72, page 98).

Table B-10 presents the actual and projected annual capital costs of each aqueduct reach that will eventually be returned to the State, with interest, through contractors' payments of the capital cost component of the Transportation Charge and payment of debt service under the Devil Canyon-Castaic contracts.