

**Wheeler Ridge-Maricopa Water Storage District**  
**Wheeler Ridge-Maricopa GSA**  
**Regular Board Meeting**

**Wednesday, December 13, 2023 @ 8:00 A.M.**

District Headquarters Board Room

12109 Hwy 166, 6.5 miles west of Mettler, CA

Or via GoToMeeting

(Optional Remote Public Participation Only – See NOTICE Below)

Conference Line: +1 (872) 240-3212

Access Code: 211-452-397

<https://www.gotomeet.me/WRMWSD>

**NOTICE:** Members of the public interested in participating remotely via GoToMeeting may do so using the call-in information above or by following this [link](#). Please note that this option is provided as a courtesy and at the participant's own risk. The District cannot guarantee that there will be no loss of connectivity or other technological obstacle to full participation through via GoToMeeting. By participating in this way, participants confirm that they understand this risk and that the Board is not obliged to delay any portion of the meeting due to such technological obstacles and thus via GoToMeeting participants may be unable to participate.

**A G E N D A**

**8:00 1. Call to Order**

**2. Closed Session**

**Conference with Legal Counsel Re: Existing Litigation (Govt. Code § 54956.9(a)):**

1. *DWR v. All Persons Interested, etc. "Complaint for Validation" Re: SWP Contract Extension Amendment (Sacramento County Sup. Ct., Case No. 34-2018-00246183, 3<sup>rd</sup> Appellate Dist., Case No. C096316, and related cases and appeals)*
2. *Sierra Club v. DWR v. All Persons Interested, etc., consolidated CEQA Case and "Complaint for Validation" Re: Delta Program Revenue Bonds, Sacramento County Sup. Ct., Case No. 34-2020-80003517*
3. *Rosedale-Rio Bravo Water Storage District v. Kern County Water Agency, et al., Kern County Superior Court, Case No. BCV-21-100418*
4. *KWBA, et al. v. Kern LAFCo, et al., Kern County Sup. Ct., Case No. BCV-21-101310-GP*

**Conference with Legal Counsel - Anticipated Litigation: Initiation of Litigation (Govt. Code § 54956.9(d)(4)):**

5. *Two Potential Cases*

**Conference with Legal Counsel - Anticipated Litigation: Significant Exposure to Litigation (Govt. Code § 54956.9(d)(2)):**

6. *Two Potential Cases*

**Conference with Real Property Negotiator (Gov't Code § 54956.8**

7. *District's Designated Representative: Engineer-Manager*
  1. *Under Negotiation: Price and Terms of Payment*  
*Property: Energy Storage System Facilities*  
*Negotiation With: WhitePine Renewables*

**9:30 Open Session Pledge of Allegiance**

**3. Attorney's Report**

*Torigiani* (5 mins)

1. Legislative, Executive, Regulatory, and Legal Matters

**4. Minutes**

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1. Approval of Minutes of the Regular Board Meeting November 8, 2023
2. Approval of Minutes of the Special Board Meeting December 7, 2023

*Atkinson* (2 mins)

**5. Financial Reports**

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1. Filing of Treasurer's Report
2. Approve Payment of Accounts Payable
- 2.1 Director Compensation and Expense

*Mettler* (5 mins)  
*Mettler* (5 mins)  
*Mettler* (2 mins)

**6. Controller's Report**

- 1. Delinquent Accounts Report for November 2023 *Smith* (10 mins)
- 2. Budget Expenditures Report for October 2023 *Mielke* (5 mins)

**7. President's Report**

*Atkinson* (5 min)

**8. Engineer-Manager's Report**

- 1. Filing of the Monthly Report *Nicholas* (5 mins)
- 2. Water Supply – 2023 SWP Allocation of 100%
  - a. 2024 SWP Initial Allocation – 10%
  - b. 2023 Water Supply/Demand Estimate
  - \* c. 2024 Carryover and Recharge Activities
  - \* d. Reallocation of Portion of District Banking Supplies
  - e. Other Purchases/Exchanges
- \* 3. Interim District Policy for Landowner Recharge and GWSC *Nicholas* (15 mins)
- \* 4. Consider Approval of Energy Management Service Agreements with Atlas Storage, LLC *Nicholas* (15 mins)
- \* 5. Consider Approval of Lease of KCWA Table A Water *Nicholas* (5 mins)
- \* 6. Appointment of Director and Alternate(s) to Kern Water Bank GSA Board of Directors *Nicholas* (5 mins)
- \* 7. Consider Bids for 10P Lateral Repair Kit *Suggs* (5 mins)
- \* 8. Consider Bids for PVC Pipe *Suggs* (5 mins)
- 9. State Water Project / Delta Conveyance Project *Nicholas* (5 mins)
- 10. Sites Reservoir *Kunde* (10 mins)
  - \* a. Adjustments to Grower Participation Levels
- 11. WRMGSA – Projects & Management Actions Committee Report *Nicholas* (10 mins)

**9. Reports**

- 1. Director's Reports on Meetings Attended
- 2. Kern County Water Agency *McDaris* (5 mins)
- 3. Kern Water Bank Authority *Nicholas* (5 mins)
- 4. South of Kern River GSP *Nicholas* (5 mins)
- 5. White Wolf Groundwater Sustainability Agency *Nicholas* (5 mins)
- 6. Kern River Watershed Coalition Authority *Blaine* (5 mins)
- 7. Committee for Delta Reliability *Nicholas* (5 mins)
- 8. South Valley Water Resource Authority *Nicholas* (5 mins)

**10. Unfinished and New Business**

- 1. Ethics Training – AB 1234

**11. Public Comments**

**12. Adjournment**

\*These items may require Board action and may be moved to earlier in the meeting to ensure the maximum number of Directors are present.

Posted pursuant to Government Code § 54954.2(a) at least 72 hours prior to said meeting.

By: Danyel Ruth

December 8, 2023

Per Govt. Code § 54953.2 and § 54961, requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in this meeting should be made to the Administrative Assistant (phone 661-527-6068) in advance of the meeting to ensure availability of the requested service or accommodation.

\*\*Per Govt. Code § 54954.3(a), A member of the public may comment on any matter on the agenda, before or during the Board's consideration of the matter (and in the case of a closed session matter immediately before the Board goes into closed session) upon being recognized by the President and subject to any time constraints the President may impose from time to time.

**Minutes of the Regular Board Meeting  
of the Board of Directors of the  
Wheeler Ridge-Maricopa Water Storage District and  
Wheeler Ridge-Maricopa Groundwater Sustainability Agency  
Convened at 8:00 A.M., November 8, 2023**

The meeting of the Board of Directors of the Wheeler Ridge-Maricopa Water Storage District and Wheeler Ridge-Maricopa Groundwater Sustainability Agency was held at the District's office, with optional public participation made available through teleconference via GoToMeeting on Wednesday November 8, 2023, at the hour of 8:00 A.M. President Atkinson declared a quorum was present and called the meeting to order.

**Directors Present in Person.** Atkinson, Blaine, Fry, Lyda, Marin, Reiter, Richardson, Valpredo.

**Directors Absent.** Mettler.

**Others Present at 8:00 A.M.** Engineer-Manager Sheridan Nicholas and Attorney for the District Steve Torigiani.

**Others Present at 9:37 A.M.** Engineer-Manager Sheridan Nicholas, Attorney for the District Steve Torigiani, Water Resource Manager Eric McDaris, Staff Engineer Tom Suggs, Contract Administrator Flower Duenas, Staff Accountant Kelly Mielke, Trey Irwin with Tejon Ranch, Peter Nelson with WNO, David James and Michael Linton with Vulcan Materials, and Leta Spencer with Silvertip.

**8:00 A.M. Closed Session.** The Board convened in Closed Session to consider the following matters:

**Conference with Legal Counsel Re: Existing Litigation (Govt. Code § 54956.9(a)):**

1. *DWR v. All Persons Interested, etc. "Complaint for Validation" Re: SWP Contract Extension Amendment (Sacramento County Sup. Ct., Case No. 34-2018-00246183)*
2. *Sierra Club v. DWR v. All Persons Interested, etc., consolidated CEQA Case and "Complaint for Validation" Re: Delta Program Revenue Bonds (Sacramento County Sup. Ct., Case No. 34-2020-80003517)*
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4. *KWBA, et al. v. Kern LAFCo, et al., Kern County Sup. Ct., Case No. BCV-21-101310-GP*
5. *KWBA, et al. v. Buena Vista Water Storage Dist., et al., Kern County Sup Ct., Case No. BCV-22-101227*

**Conference with Legal Counsel - Anticipated Litigation: Initiation of Litigation (Govt. Code § 54956.9(d)(4)):**

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**Conference with Real Property Negotiator: (Govt. Code § 54956.8):**

6. *District's Designated Representative: Engineer-Manager*
  1. *Under Negotiation: Price and Terms of Payments*  
*Property: Energy Storage System Facilities*  
*Negotiation With: WhitePine Renewables*

**9:37 A.M. Open Session.** Mr. Torigiani stated there was no reportable action taken in closed session.

**Pending Litigation, Executive & Regulatory Matters.** Mr. Torigiani noted that there was nothing to report as the legislative session has concluded, but he did expect additional water right reform legislation to be considered by the Legislature in the future.

**Minutes.** Upon motion from Director Valpredo, seconded by Director Richardson and unanimously

carried with no abstentions, *The Minutes of the Regular Board Meeting of Directors ... Convened October 11, 2023*, *The Minutes of the Special Board Meeting of Directors ... Convened October 19, 2023* and *The Minutes of the Special Board Meeting of Directors ... Convened October 31, 2023* were approved and filed.

**Filing of the Treasurer's Report.** Assistant Treasurer Fry presented and reviewed the *Treasurer's Report for the Month of October 2023*. Upon motion from Director Fry, seconded by Director Richardson and unanimously carried with no abstentions, the *Treasurer's Report for the month of October 2023* was approved and filed.

**Approve Payment of Accounts Payable.** Assistant Treasurer Fry presented and reviewed the *Accounts Payable for the month of October 2023*, and the *Reimbursements and Transfers for the month of October 2023*. Upon motion from Director Fry, seconded by Director Richardson and unanimously carried with no abstentions, the *Accounts Payable for the Month of October 2023* - and the *Reimbursements and Transfers for the Month of October 2023* was approved and filed.

**Approval of Budget, Water Rates, & Cash Forecast for 2024.** Mr. Smith reviewed the Budget, Water Rates, & Cash Forecast with the Board, noting updates that had occurred since the October Board meeting. Mr. Nicholas also reported that costs associated with the State Water Project were District estimates as the Kern County Water Agency had not provided information from DWR. Upon motion from Director Marin, seconded by Director Reiter and unanimously carried with no abstentions the Board approved and *The Budget, Water Rates & Cash Forecast for 2024*.

**Delinquent Accounts Report for October 2023.** Mr. Smith reviewed his November 8, 2023 memorandum to the Board entitled *Update 2023 Delinquencies*.

**Budget Expenditures Report for September 2023.** Ms. Mielke reviewed the Budget Expenditure Report for September 2023.

**2023 Audit Engagement Letter.** Mr. Smith reviewed his November 8, 2023 memorandum to the Board entitled *2023 Audit Engagement Letter & Governance Letter* and attachments. Upon motion from Director Fry, Seconded by Director Lyda with no abstentions the Board approved the continued use of BHK as its auditors for the 2023 audit.

**President's Report.** Nothing to report.

**Engineer-Manager's Report.** Mr. Nicholas reported that the District delivered a total of 12,530 acre-feet in October. He further noted the Wheeler #1 solar project was now operational, and he also welcomed Bryon Williams to the District as a new employee.

**2023 Water/Supply Demand Estimate.** Mr. McDaris reviewed the 2023 Water/Supply Demand Estimate.

**Discussion of 2024 Carryover.** Mr. McDaris reviewed his November 6, 2023 memorandum to the Board entitled *2024 Carryover and Recharge Activities*. The Board discussed stopping recharge activities, but did not elect to do so.

**Other Purchases and Exchanges.** Nothing to report.

**Kern Water Bank GSA Formation.** President Atkinson opened the public hearing at 10:38 and after noting the proof of publication of notice of the hearing in the Bakersfield Californian as required by SGMA has been received and filed with the District, some discussion regarding the proposed kern Water

Bank GSA formation, and no public comments having been received, the hearing was closed.

Upon motion from Director Valpredo, seconded by Director Blaine and unanimously carried upon roll call vote without abstention the Board approved and adopted Resolution No. 2023-14 in the matter of:

**FORMATION OF THE KERN WATER BANK GROUNDWATER SUSTAINABILITY (GSA)  
COVERING THE KERN WATER BANKS LANDS**

**Consider Approval of Updated Publicly Available Pay Schedule.** Mr. Nicholas reviewed his November 6, 2023 memorandum to the Board entitled *Consider Approval of Updated Publicly Available Pay Schedule*. Upon motion from Director Fry, seconded by Director Valpredo and unanimously carried with no abstentions the Board adopted the *Publicly Available Pay Schedule*.

**Approval of Amended and Restated Rules & Regulations.** Mr. McDaris Reviewed his November 2, 2023 memorandum with the Board entitled *Approval of Amended and Restated Rules & Regulations*. Upon motion from Director Valpredo, seconded by Director Lyda and unanimously carried without abstention the Board approved and adopted Resolution No. 2023-15 in the matter of:

**ADOPTING AMENDED AND RESTATED RULES AND REGULATIONS  
FOR DISTRIBUTION OF WATER**

**Authorization to Advertise for PVC Pipe.** Mr. Suggs reviewed his November 6, 2023 memorandum to the Board entitled *Authorization to Advertise for PVC Pipe - B5X Interconnection Between 850A System and 14G System*. Upon motion from Director Valpredo, seconded by Director Fry and unanimously carried with no abstentions the Board authorized: a) District Staff to advertise for bids to furnish pipeline materials; and b) the Engineer-Manager to pursue a zero-interest loan agreement with PG&E for an amount equal to the actual cost of the interconnection project.

**Pacific Legal Foundation - Western Water Law.** Mr. Nicholas reviewed his November 6, 2023 memorandum to the Board entitled *Support for Pacific Legal Foundation Western Water Law Program*.

**EKI Task Order for 3D Geological Model.** Mr. Nicholas reviewed his November 6, 2023 memorandum to the Board entitled *EKI Proposal for 3D Geologic Model*. Upon motion from Director Valpredo, seconded by Director Lyda and unanimously carried with no abstentions the Board approved the proposal with EKI for the entire District area at a total cost of \$75,000 and authorized entry into a contract on behalf of the District subject to final review and approval as to form by the Engineer-Manager and Legal Counsel.

**Kern Subbasin Cost Sharing Agreement.** Mr. Nicholas reviewed his November 6, 2023 memorandum to the Board entitled *Kern Subbasin Cost Sharing Agreement*. Upon motion from Director Marin, seconded by Director Richardson and unanimously carried with no abstentions the Board authorized the Engineer-Manager to execute the final KERN SUBBASIN COST SHARING AGREEMENT FOR REVISING GROUNDWATER SUSTAINABILITY PLANS subject to the final recommendation of the South of Kern River Executive Committee, and final approval of the Engineer-Manager and District Counsel.

**State Water Project/Delta Conveyance Project.** Mr. Nicholas reported that the Member Unit Manager meeting to be held on Thursday, November 8 would have significant discussion regarding the Delta Conveyance Project.

**Sites Reservoir.** Mr. Kunde gave a powerpoint presentation entitled “*Sites Reservoir Project - Status Report to WRMWSD Board of Directors - November 8, 2023*”. In summary:

1. On November 6, Governor Newsom issued the “*Governor's Certification for Judicial Streamlining of the Sites Reservoir Project*” per Senate Bill 149;
2. At the November 17 Joint Meeting of the Sites Project Authority and the Reservoir Project Committee, the Authority will consider adoption of the Final EIR and Preferred Project;
3. October decisions were made to extend the Project Work Plan through 2025 with no increase in Participant cash calls, but the extension may require a District/Grower Phase 2C Funding Agreement Amendment to cover an additional year of District administrative costs;
4. Updates were provided on the Updated Work Plan and 2024 budget;
5. The Project Schedule shows substantial completion in 2032 with full operations commencing in 2033; and
6. The effect of the draft Benefits and Obligations Contract were described on District measures related to default and collateral.

**WRMGSA - Projects and Management Actions Committee Report.** Mr. Nicholas noted the Committee reviewed a framework for an allocation policy and discussed a number of policy questions regarding said framework; specifically addressing subsidence, allocations and carryover of groundwater accounts. Two additional points were discussed - those being the landowner concerns and the fact that approving a policy does not mean it would need to be implemented immediately. The Committee directed staff to prepare a draft allocation policy to be presented and discussed at the Committee Meeting to be held on December 7.

**Directors Meeting Attended.** Nothing to report.

**Kern County Water Agency.** Mr. McDaris had nothing to report.

**Kern Water Bank.** Mr. Nicholas noted the next Kern Water Bank Board Meeting would be held on Tuesday, November 14.

**South of Kern River GSP.** Mr. Nicholas reviewed the presentation from the latest SOKR Executive Committee Meeting. He further reported on the updates regarding possible GSP revisions of the SOKR group and the Kern Subbasin as a whole, for submittal to the SWRCB.

**White Wolf Groundwater Sustainability Agency.** Mr. Nicholas noted the WWGSP had been approved by DWR. President Atkinson congratulated and acknowledged everyone involved, including EKI staff, the WWGSA Board and district staff for their hard work. Mr. Nicholas reviewed the presentation from the WWGSA Board meeting.

**Kern River Watershed Coalition Authority.** Mr. Blaine noted the Regional Water Quality Control Board sent Non-Compliance letters to lands not filing reports.

**Committee for Delta Reliability.** Mr. Nicholas reported the CDR would be having a meeting for District directors on November 16 to update them on the latest work of the CDR.

**South Valley Water Resource Authority.** Mr. Nicholas reported the Authority had approved a 2024 budget of \$237,000, which equates to \$0.27/share.

**Unfinished and New Business.** Nothing to report.

**Public Comments.** None.

*Adjournment.* With no further business the meeting was adjourned at 11:48 a.m.

Respectfully submitted:  
[Seal]

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Secretary of the Board

List of Abbreviations:

ACWA	Association of California Water Agencies
ADM SSC	Administrative Service Charge, for basic administrative costs, non-project in nature, benefitting both SWSA and groundwater service area
AECA	Agricultural Energy Consumers Association
Agency	Kern County Water Agency
AWMP	Agricultural Water Management Plan
BDCP	Bay Delta Conservation Plan
BDS	Bond Debt Service
CAW	Contract Amount of Water totaling 200,818 acre-feet between the District & Water Users
CEQA	California Environmental Quality Act
CFWC	California Farm Water Coalition
COBRA	Consolidated Omnibus Budget Reconciliation Act
CVC	Cross Valley Canal
CVP	Central Valley Project (operated by the U.S. Bureau of Reclamation)
CWF	California WaterFix delta conveyance program (previously DHCCP)
DCA	Delta Conveyance Authority
DCF	Delta Conveyance Facility
DCP	Delta Conveyance Project
DFW	California Department of Fish and Wildlife
DHCCP	Delta Habitat Conservation and Conveyance Program - the conveyance element of the BDCP - renamed the California
District	Wheeler Ridge-Maricopa Water Storage District
DOG	California Division of Oil & Gas
DWR	California Department of Water Resources
DYTP	Dry Year Transfer Program
EIR	Environmental Impact Report
FAA	Final Accounting Adjustment
FO	Fixed Obligation water rate
FWS	U.S. Fish and Wildlife Service
GEN	GSC General Service charge, for recovery of Bond Debt for general purposes in the District
GL	General Ledger
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
GWSC	Groundwater Service Charge
ILRP	Irrigated Lands Regulatory Program
IRWMPP	Integrated Regional Water Management Plan
ITRC	Irrigation Training and Research Center
JPIA	Joint Powers Insurance Authority
KCWA	Kern County Water Agency or Agency
KFMC	Kern Fan Monitoring Committee
KGA	Kern Groundwater Authority
KRGSA	Kern River Groundwater Sustainability Agency
KRWCA	Kern River Watershed Coalition Authority
KWB	Kern Water Bank
KWBA	Kern Water Bank Authority
ITP	Incidental Take Permit
MOU	Memorandum of Understanding
MWD	Metropolitan Water District
NoD	North of the Delta
NonC	Non-Contract Charges
OMR	Operations, Maintenance and Repair, not to be confused with OMR of Old Middle Rivers
OMR	Old and Middle Rivers in the Sacramento-San Joaquin Delta
OSHA	Occupational Safety and Health Administration
PEF	Pastoria Energy Facility
PoE	Probability of Exceedance
PROJ	SSC Project Service Charge, for project costs related to, but not specific to a particular system
RWQCB	Regional Water Quality Control Board
SGMA	Sustainable Groundwater Management Act
SLR	San Luis Reservoir
SoD	South of the Delta
SOKR	South of Kern River
SSC	Special Service Charge, consists of ADM SSC, GEN SSC and PRO SSC
SSJVWQC	Southern San Joaquin Valley Water Quality Coalition
SVWRA	South Valley Water Resources Authority
SWC	State Water Contractors
SWP	State Water Project (operated by DWR)
SWRCB	State Water Resources Control Board
SWSA	Surface Water Service Area or contracted acreages
WAC	Water Availability Charge, consists of BDS, OMR & FO
Water User	A landowner holding a Water Service Contract with the District
WD	Water District
WRMWSA	Wheeler Ridge-Maricopa Water Storage District
WSS	Westside 5 Water Districts - Belridge, Berrenda Mesa, Dudley Ridge, Lost Hills & Wheeler Ridge
WSC	Water Service Contract
WSD	Water Storage District
WUC	Water Use Charge, consists of State Pumping/Variable and District Pumping/Variable
WWGSA	White Wolf Groundwater Sustainability Agency



**Minutes of the Special Board Meeting  
of the Board of Directors of the  
Wheeler Ridge-Maricopa Water Storage District and  
Wheeler Ridge-Maricopa Groundwater Sustainability Agency  
Projects and Management Actions Committee  
Convened at 10:00 A.M., December 7, 2023**

The special meeting of the Board of Directors of the Wheeler Ridge-Maricopa Water Storage District and Wheeler Ridge-Maricopa Groundwater Sustainability Agency was held at the District office, with optional public participation made available through teleconference via GoToMeeting on Thursday December 7, 2023, at the hour of 10:00 A.M. Secretary Marin declared a quorum was present and called the meeting to order.

***Directors Present in Person.*** Blaine, Fry, Lyda, Marin, Richardson, Valpredo.

***Directors Absent.*** Atkinson, Mettler, Reiter.

***Others Present at 10:00 A.M.*** Engineer-Manager Sheridan Nicholas, Director of Water Resource Eric McDaris, Executive Assistant Danyel Ruth, Mike Beagle and Parker Rous with Sunview, Tito Martinez with Valpredo Farms, Robbin Smith with Wonderful.

***8:30 A.M. Open Session.*** Mr. McDaris presented his draft document to the Committee entitled *WRMGSA GW Allowance*. After some discussion and public comments, staff stated they would work on the suggested changes from today's meeting and get an updated copy out next month with enough time for all to review before the next committee meeting.

***Unfinished and New Business.*** None.

***Public Comments.*** None.

***Adjournment.*** With no further business the meeting was adjourned at 10:52 a.m.

Respectfully submitted:  
[Seal]

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Secretary of the Board

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**WHEELER RIDGE - MARICOPA WATER STORAGE DISTRICT  
TREASURER'S REPORT FOR THE MONTH OF NOVEMBER 2023**

<b>FUNDS ON DEPOSIT:</b>		<b>12/13/2023 - packet GENERAL FUND</b>
<b>BALANCE AS OF:</b>	<b>10/31/2023</b>	<b>68,996,030.93</b>
PLUS CASH RECEIVED FOR: (cash receipts/laif/camp interest)	<b>11/2023</b>	1,231,328.39
LESS CASH EXPENDED DURING MONTH FOR:	<b>11/2023</b>	(2,624,620.14)
(oct, pr, ap, cdr, mnl, fees - nov pr burdens, ee net, taxes, inv)		
<b>FUNDS ON RECONCILED DEPOSIT AT END OF MONTH:</b>		<b>67,602,739.18</b>
<b>THE ABOVE FUNDS ARE ON DEPOSIT AS FOLLOWS:</b>		
WELLS FARGO BANK NA - (GL) CASH BALANCE		192,801.10
KCT-POOLED INVESTMENTS - (G/L) CASH BALANCE		32,247,431.48
LAIF-POOLED INVESTMENTS - (GL) CASH BALANCE		1,970.48
CAMP-POOLED INVESTMENTS - (GL) CASH BALANCE		35,160,536.12
		<b>67,602,739.18</b>
<b>INTEREST APPORTIONMENT PERCENTAGE (ANNUALIZED)</b>		<b>CAMP</b>
<b>MONTH ENDING NOVEMBER 30, 2023</b>	-----	<b>5.580%</b>
<b>MONTH ENDING OCTOBER 31, 2023</b>	-----	<b>5.560%</b>
<b>INTEREST APPORTIONMENT PERCENTAGE (ANNUALIZED)</b>		<b>KCT</b>
<b>QUARTER ENDING SEP 30,2023</b>	-----	<b>2.909%</b>
QUARTER ENDING JUN 30,2023	-----	2.650%
QUARTER ENDING MAR 31,2023	-----	2.417%
QUARTER ENDING DEC 31,2022	-----	2.156%
<b>ALL FUNDS ARE PLACED IN ACCORDANCE WITH THE DISTRICT'S INVESTMENT POLICY AND GUIDELINES. SUFFICIENT CASH FLOW EXISTS TO MEET BUDGETED OBLIGATIONS FOR THE NEXT SIX MONTHS.</b>		
<b>CASH RECEIVED (KERN COUNTY TREASURER/LAIF/WELLS FARGO/CAMP) DURING MONTH AS FOLLOWS:</b>		
MANUAL INVOICES		179,218.16
CONTRACT WATER PAYMENTS		344,542.35
CDR - cash call invoices		356,024.00
SPECIAL SERVICE CHARGES ADMINISTRATION - kc auditor/controller		15,297.48
SPECIAL SERVICE CHARGES GENERAL - kc auditor/controller		845.83
INTEREST - kern county auditor/controller (quarter ending september 30th)		174,764.54
WAKC DINNER - mcdaris		100.00
CAMP - interest november		160,536.03
<b>Cash Receipts Summary for KCT &amp; CAMP</b>		<b>1,231,328.39</b>
<b>OPERATING RESERVE FUND BALANCE: audited 12/31/2022</b>		<b>23,391,974.00</b>

**WHEELER RIDGE - MARICOPA WATER STORAGE DISTRICT**  
**AUDITED RESERVE FUND BALANCES AS OF DECEMBER 31, 2022 PLUS ESTIMATED ADJUSTMENTS**

12/13/2023 Board Packet

<u>INTERNALLY CONSTRAINED RESERVES</u>	DRAFT AUDIT <u>12/31/2022</u>	2023 Adjustments	Adjusted <u>11/1/2023</u>
OPERATING RESERVE FUND	23,391,974		23,391,974
EQUIPMENT REPLACEMENT RESERVE FUND	3,430,967		3,430,967
GROUND WATER REPLENISHMENT RESERVE FUND	38,576,115		38,576,115
CONTINGENCY RESERVE FUND	10,953,195	(914,191) (197,088)	(1) (2) 9,841,916
WATER BANKING CAPITAL RESERVE FUND	4,280,676		4,280,676
WATER BANKING REPLACEMENT RESERVE FUND	10,597	46,708 50,645 147,073	(3) (4) (5) 255,023
WELL REPAIR RESERVE	548,286	(834,061)	(6) (285,775)

TOTAL RESERVE FUNDS INTERNALLY CONSTRAINED	81,191,810	(1,700,914)	79,490,896
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THIS AMOUNT IS SHOWN AS AN UNCONSTRAINED RESERVE. THIS IS MISLEADING AS THE BOARD HAS NOT DESIGNATED SUCH A RESERVE, AND IT IS NOT A CASH ASSET (COMPARE THE \$92.9 MILLION OF TOTAL RESERVES TO THE \$49.5 MILLION OF CASH EQUIVALENTS ON PAGE 11 OF THE 2022 AUDIT.

	11,740,258	1,700,914	13,441,172
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UNRESTRICTED NET ASSETS	92,932,068	0	92,932,068
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- (1) CalPERS - UAL (refund in 2024 with OM&R/SSC charges)
- (2) CDR 2023 Assessment
- (3) KWBA 2021 Capital Fee Reconciliation
- (4) KWBA 2021 Operations Distribution
- (5) KWBA 2019 4% Water
- (6) 2023 Well repairs to date

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT  
 ACCOUNTS PAYABLE  
 NOVEMBER 2023

						<b>5.2</b>
<b>ID</b>	<b>NAME</b>	<b>DATE</b>	<b>INVOICE</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>5,000+</b>
B125	ROBERT CLAFFY	11/30/2023	11302023	25.00	NOV. WATER TREATMENT	
B134	FOTWH DUENAS	12/8/2023	12082023	2,520.00	REIMBURSEMENT-CEU CLASSES	
B136	MARK DELEON	11/30/2023	11302023	412.65	TRANSPORTATION	
B137	KEVIN EATON	11/30/2023	11302023	176.85	TRANSPORTATION	
B209	ROBERT KUNDE	4/21/2023	4212023	948.89	TRAVEL - JAN TO APR	
B209	ROBERT KUNDE	8/18/2023	8182023	917.85	TRAVEL - MAY TO AUG	
B209	ROBERT KUNDE	11/17/2023	11172023	128.38	TRAVEL - OCT AND NOV	
B211	ADRIAN MARTINEZ	11/30/2023	11302023	432.30	TRANSPORTATION	
B214	KELLY MIELKE	11/30/2023	11302023	176.85	TRANSPORTATION	
B219	SHERIDAN NICHOLAS	11/30/2023	11302023	280.34	REIMBURSEMENT-TRAVEL ACWA	
B222	ANGIE MONTES	11/8/2023	11082023	95.00	FOOD - BOARD MEETING	
B225	MICHAEL PILATTI	11/30/2023	11302023	25.00	SAFETY MEETING - NOV 2023	
B261	RICHARD RICE	11/30/2023	11302023	39.30	TRANSPORTATION	
C0930	661 COMMUNICATIONS	11/10/2023	1827	363.97	INSTALL RADIO #390	
C1064	AFTW HOLDINGS, LLC	12/8/2023	"AFTW"10-2023	68,045.11	WHEELER #1 SOLAR CHARGES	
C1064	AFTW HOLDINGS, LLC	12/8/2023	"AFTW"09-2023	1,050.26	WHEELER #1 SOLAR CHARGES	69,095.37
C1116	APEX INDUSTRIAL SUPPLY INC.	11/8/2023	4978	2,842.02	GLOVES/PIPE WRENCHES	
C1116	APEX INDUSTRIAL SUPPLY INC.	11/14/2023	4998	611.40	PACKING	
C1116	APEX INDUSTRIAL SUPPLY INC.	11/14/2023	4997	268.83	GLOVES/LUBRICANT	
C1116	APEX INDUSTRIAL SUPPLY INC.	12/5/2023	5043	1,129.48	GLOVES/PIPE WRENCHES/ADAPTERS	
C1192	AVADINE	11/30/2023	112606	1,000.00	LATIS-MAINTENANCE/SUPPORT	
C1210	B.S. & E. CO., INC.	11/16/2023	11162023	396.54	CEMENT - YARD	
C1235	BAKERSFIELD CALIFORNIAN	11/30/2023	11302023	1,706.88	PIPE REPAIR/BID	
C1247	BAKERSFIELD ICE	11/30/2023	22458	569.60	RENTAL/ICE	
C1250	BAKERSFIELD PAINT/WALLPAPER	11/29/2023	L0016708	639.48	PAINT/BUCKETS	
C1272	B & B SURPLUS INC	11/16/2023	1105304	1,206.99	FLANGES	
C1272	B & B SURPLUS INC	11/15/2023	1105021	422.18	FLANGES	
C1272	B & B SURPLUS INC	11/3/2023	1102262	2,476.22	FLANGES/PLATES/SHEETS	
C1277	B & R SUPPLY, INC.	11/8/2023	1900993960	523.64	BATTERY PACK/SOCKET SET	
C1348	BIG STATE INDUSTRIAL SUPPLY	11/6/2023	1540513	658.91	WIPES/CABLES/GLOVES	
C1358	BOOT BARN INC.	11/11/2023	11112023	224.07	BOOTS - WILLIAMS	
C1390	JIM BURKE FORD	11/17/2023	247900	2,755.10	REPLACE A/C #145	
C1390	JIM BURKE FORD	11/9/2023	1551052	61.68	HANDLE #382	
C1446	CA. FARM WATER COALITION	11/15/2023	2864	12,450.00	MEMBERSHIP RENEWAL	12,450.00
C1456	CANON FINANCIAL SERVICES, INC	12/11/2023	12112023	820.57	LEASE - 2 CANON COPIERS	
C1482	CENTRAL VALLEY OCC MED GRP	11/6/2023	00596978-00	411.00	DRUG TESTS/PHYSICAL EXAMS	
C1482	CENTRAL VALLEY OCC MED GRP	11/3/2023	00596423-00	599.25	PHYSICAL EXAM	
C1530	COASTLINE EQUIPMENT	11/27/2023	1077794	338.65	BOLTS/CUTTING EDGE	
C1530	COASTLINE EQUIPMENT	11/7/2023	1072821	3,381.69	FITTING KIT/COMPRESSORATOR	
C1540	HERITAGE-CRYSTAL CLEAN, LLC	11/3/2023	18336703	385.23	RECYCLE OIL FILTERS	
C1540	HERITAGE-CRYSTAL CLEAN, LLC	11/2/2023	18336702	237.00	REMOVE USED OIL	
C1583	CONSUMERS PIPE & SUPPLY CO.	12/8/2023	S1631566.001	11,696.69	1 - 18" BUTTERFLY VALVE	
C1583	CONSUMERS PIPE & SUPPLY CO.	12/8/2023	S1620794.005	41,122.69	12"/14"/20" BUTTERFLY VALVES	52,819.38
C1601	CORE & MAIN LP	11/9/2023	T895647	1,017.55	14" BUTTERFLY VALVE	
C1601	CORE & MAIN LP	11/3/2023	T757415	1,266.53	NIPPLES	
C1604	CRANE SERVICE INDUSTRIES	12/6/2023	7738	1,285.00	CRANE CERT - 366A/SHOP	
C1625	DANIELS TIRE SERVICE	11/3/2023	240169986	258.97	2 TIRES	
C1692	EKI ENVIRONMENT/WATER, INC.	11/21/2023	B70103.02-33	823.68	CONSULTING/SGMA	
C1692	EKI ENVIRONMENT/WATER, INC.	11/7/2023	C20055.03-03	16,028.22	SOUTH OF KERN GSP	
C1692	EKI ENVIRONMENT/WATER, INC.	11/7/2023	C20055.03-04	20,926.10	SOUTH OF KERN GSP	
C1692	EKI ENVIRONMENT/WATER, INC.	11/7/2023	C20055.02-08	10,407.28	SOUTH OF KERN GSP	
C1692	EKI ENVIRONMENT/WATER, INC.	12/4/2023	C20055.02-09	13,967.72	SOKR GSP IMPLEMENTATION/PROJ. MGMT.	
C1692	EKI ENVIRONMENT/WATER, INC.	12/4/2023	C20055.03-05	21,646.56	SOKR GSP RESPONSE TO DEFICIENCIES	83,799.56
C1695	ELECTRIC MOTOR WORKS INC	11/22/2023	112561	14,797.05	REWIND/OIL/BEARINGS	14,797.05
C1714	EWING IRRIGATION PRODUCTS	10/27/2023	20929558	491.54	RYE GRASS SEED	
C1716	EQUIPMENT SHARE	11/29/2023	BFL-3353904-0000	133.27	GATE SUPPLIES	
C1716	EQUIPMENT SHARE	11/15/2023	3327245-000	2,927.08	PUMPS	
C1716	EQUIPMENT SHARE	11/7/2023	CR-245051	(140.77)	RENTAL PROTECTION PLAN	
C1716	EQUIPMENT SHARE	11/7/2023	CR-245052	(91.00)	RENTAL PROTECTION PLAN	
C1740	FARM PUMP AND IRRIGATION CO	10/27/2023	23412	110.00	LABOR - LOAD ITEMS	

**WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT**

**ACCOUNTS PAYABLE**

**NOVEMBER 2023**

<b>ID</b>	<b>NAME</b>	<b>DATE</b>	<b>INVOICE</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>5,000+</b>
C1750	FARWEST CORROSION CONTROL	11/7/2023	0394959-IN	1,025.34	3M SCOTCHKOTE	
C1750	FARWEST CORROSION CONTROL	11/8/2023	0395016-IN	4,683.22	CABLE/SPLICE KIT/WIRE	5,708.56
C1755	FASTENAL	10/30/2023	CABGV1231	106.82	SCREWS	
C1755	FASTENAL	10/24/2023	CABGV1218	599.16	GRINDERS	
C1755	FASTENAL	10/13/2023	CABGV1198	474.11	BOLTS/NUTS	
C1755	FASTENAL	11/20/2023	CABGV1280	1,660.99	GREASE/BUSHINGS	
C1775	FERGUSON ENTERPRISES, INC.	11/9/2023	1822600	2,573.35	COUPLERS	
C1775	FERGUSON ENTERPRISES, INC.	11/6/2023	1825457	551.78	CLAMPS	
C1955	GOLDEN STATE PETERBILT	10/30/2023	03GSB12438	592.72	SERVICE #385	
C1960	GRAINGER	11/22/2023	9913738671	53.29	BATTERIES	
C1960	GRAINGER	11/22/2023	9913738689	61.41	COPPER COIL	
C1960	GRAINGER	11/22/2023	9913738697	36.18	HEADLAMP	
C1969	GRAPEVINE MSP	11/15/2023	38260	4,858.50	IT SERVICE/BACKUP/SECURITY	
C1969	GRAPEVINE MSP	12/5/2023	38489	3,881.65	DEPOSIT - WIFI ACCESS POINTS	
C1969	GRAPEVINE MSP	12/4/2023	38490	2,625.00	SHARE POINT	
C1969	GRAPEVINE MSP	12/7/2023	38540	410.03	TICKET - TRANSCEIVER	11,775.18
C1985	GREEN RUBBER-KENNEDY AG	11/8/2023	BF-101649	69.41	PITCHERS	
C1992	GREG'S PETROLEUM SERVICE, INC.	11/27/2023	423123	272.67	DIESEL TAX CORRECTION	
C2022	HADDAD DODGE	11/8/2023	DOCS242483	1,135.83	REPLACE FILTERS #147	
C2022	HADDAD DODGE	11/17/2023	DOCS243044	1,323.86	REPLACE FUEL TANK #147	
C2075	HOWARD SUPPLY CO	11/6/2023	51101132	386.53	SAFETY HOOK #376	
C2106	IGS SOLAR	11/10/2023	233140006618197	24,564.36	SOLAR SUPPLY CHARGE	24,564.36
C2125	INTERNATIONAL WATER SCREENS	12/1/2023	Z-1660	33,090.34	WATER SCREEN - WRM 9	33,090.34
C2129	JMP OFFICE TECHNOLOGIES	11/17/2023	INST387977	43.69	SEALANT - POSTAGE MACHINE	
C2150	JERRY & KEITH'S INC	11/7/2023	01 426515	44.12	VALVE	
C2150	JERRY & KEITH'S INC	11/16/2023	1 062944	2,875.43	CLEAN AIR LINES/VALVES #368	
C2220	KC AUDITOR CONTROLLER	11/6/2023	1110-07135	25.83	VOUCHER PROCESSING	
C2235	KERN COUNTY ENVIRONMENTAL	11/3/2023	IN0486091	10.00	STATE SERVICE CHARGE	
C2250	KERN COUNTY WATER AGENCY	11/16/2023	40606	100,518.00	PIONEER PROJ RECHARGE MAR 2023	
C2250	KERN COUNTY WATER AGENCY	11/20/2023	40671	3,966.00	SETUP/HANDLING FEE #23-078	
C2250	KERN COUNTY WATER AGENCY	11/20/2023	40678	4,740.00	SETUP/HANDLING FEE #22-068	
C2250	KERN COUNTY WATER AGENCY	11/20/2023	40681	750.00	SETUP/HANDLING FEE #23-057	
C2250	KERN COUNTY WATER AGENCY	11/20/2023	40688	1,410.00	SETUP/HANDLING FEE #23-071	
C2250	KERN COUNTY WATER AGENCY	11/21/2023	40618	30,835.00	PIONEER PROJ-RECHARGE APR 2023	
C2250	KERN COUNTY WATER AGENCY	12/1/2023	40692	1,475.00	SETUP/HANDLING FEE #23-084	
C2250	KERN COUNTY WATER AGENCY	12/1/2023	40696	3,000.00	SETUP/HANDLING FEE #23-099	
C2250	KERN COUNTY WATER AGENCY	11/29/2023	40634	3,963.00	PIONEER PROJ-RECHARGE MAY 2023	
C2250	KERN COUNTY WATER AGENCY	12/1/2023	40782	1,475.00	SETUP/HANDLING FEE #23-095	
C2250	KERN COUNTY WATER AGENCY	12/1/2023	40790	1,475.00	SETUP/HANDLING FEE #23-091	
C2250	KERN COUNTY WATER AGENCY	12/1/2023	40830	28,988.14	CVC 1ST QTR 2024	
C2250	KERN COUNTY WATER AGENCY	12/11/2023	40651	66,847.00	PIONEER PROJ - RECHARGE JUL 23	
C2250	KERN COUNTY WATER AGENCY	12/11/2023	40664	33,400.00	PIONEER PROJ RECHARGE AUG 23	282,842.14
C2265	KERN FAN MONITORING COMM.	12/5/2023	2023 INSTALLMENT #1	3,991.00	2023 INSTALLMENT 1	
C2275	KERN PRINT	11/28/2023	51774	259.91	RULES & REG BOOKLET	
C2310	KERN WATER BANK AUTHORITY	11/9/2023	RCHG 2023-10E	69,787.00	OCT 2023 RECHARGE FROM EAST	
C2310	KERN WATER BANK AUTHORITY	11/9/2023	RCHG 2023-10W	119,834.00	OCT 2023 RECHARGE FROM WEST	
C2310	KERN WATER BANK AUTHORITY	12/5/2023	ASMT 2023-02	1,318,735.94	DEBT SERVICE ASSESSMENT	
C2310	KERN WATER BANK AUTHORITY	12/7/2023	RCHG 2023-11E	60,942.50	NOV 2023 RECHARGE FROM EAST	
C2310	KERN WATER BANK AUTHORITY	12/7/2023	RCHG 2023-11W	79,442.00	NOV 2023 RECHARGE FROM WEST	1,648,741.44
C2312	KIMBALL MIDWEST	11/9/2023	101627990	684.81	CABLE TIES/RINGS/SNAPS	
C2330	KNIGHTS PUMPING SERVICE	11/17/2023	183503	229.66	PORTABLE TOILET SERVICE	
C2330	KNIGHTS PUMPING SERVICE	11/3/2023	181954	206.86	PORTABLE TOILET SERVICE	
C2330	KNIGHTS PUMPING SERVICE	11/24/2023	184077	229.66	PORTABLE TOILET SERVICE	
C2412	LOWE'S BUSINESS ACCOUNT	12/2/2023	12022023	194.69	SUPPLIES	
C2449	THE MARCOM GROUP	11/15/2023	62440	95.00	WORDPRESS SECURITY MONITORING	
C2487	MOTION INDUSTRIES INC	11/8/2023	CA06-00721489	4,001.93	BEARINGS	
C2500	MOTOR CITY AUTO CENTER	11/8/2023	982870BUW	250.54	COVER/MIRROR #162	
C2505	MSC INDUSTRIAL SUPPLY CO.	11/15/2023	97688017	466.94	ELEMENTS	
C2505	MSC INDUSTRIAL SUPPLY CO.	11/16/2023	97963497	133.59	IMPACT SOCKET SET	
C2540	N B SALES & SERVICES	11/29/2023	86360	2,633.70	OIL/COUPLINGS	
C2552	NAPA AUTO PARTS-GENUINE PAR	11/22/2023	682853	133.58	WIPER BLADES	
C2582	QUADIENT	11/13/2023	11132023	250.00	POSTAGE	

**WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT**

**ACCOUNTS PAYABLE**

**NOVEMBER 2023**

<b>ID</b>	<b>NAME</b>	<b>DATE</b>	<b>INVOICE</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>5,000+</b>
C2678	P.A.S. ASSOCIATES	11/16/2023	45663	625.65	HR HOTLINE - 3RD QTR	
C2690	P G & E #1	11/30/2023	11302023	386,780.50	NOVEMBER POWER	
C2691	P G & E #2	11/30/2023	11302023	509,178.51	NOVEMBER POWER	
C2692	P G & E #3	11/30/2023	11302023	3,716.19	NOVEMBER POWER	
C2693	P G & E #4	11/30/2023	11302023	1,581.86	NOVEMBER POWER	
C2694	P G & E #5	11/30/2023	11302023	2,623.77	NOVEMBER POWER	903,880.83
C2696	PACIFIC IRRIGATION, INC	12/1/2023	00223846	975.33	PVC PIPE/PILOT VALVE	
C2754	PNEUMATIC CONTROL, INC.	11/30/2023	91940	7,553.64	8" BUTTERFLY VALVE - PD1	7,553.64
C2765	PORKCHOP & BUBBA'S BBQ	12/6/2023	12062023	1,486.40	FOOD - PILATTI'S RET. PARTY	
C2790	POWERSTRIDE BATTERY	11/20/2023	B 386220	30.79	BATTERY	
C2800	LINDE GAS & EQUIPMENT INC.	11/4/2023	39297587	67.24	NITROGEN	
C2800	LINDE GAS & EQUIPMENT INC.	11/22/2023	39568540	1,084.63	DEMURRAGE	
C2800	LINDE GAS & EQUIPMENT INC.	11/30/2023	39727228	363.60	WELDING ROD	
C2808	PRICE DISPOSAL INC	11/10/2023	727669	26.77	40 YD ROLL OFF	
C2812	PROVOST & PRITCHARD	11/8/2023	104872	90.00	MONITORING WELL WORK	
C2829	QUALITY POWDER COATING	11/15/2023	15632A	2,560.11	12" PIPE BLAST	
C2829	QUALITY POWDER COATING	11/9/2023	9299A	2,814.50	CONVEYOR FRAME - WRM 15	5,374.61
C2893	RINGCENTRAL INC.	11/22/2023	CD_000697529	1,289.94	SUBSCRIPTION - PHONES	
C2893	RINGCENTRAL INC.	12/2/2023	CD_000707334	1,289.94	SUBSCRIPTIONS - PHONES	
C2898	READY REFRESH by NESTLE	11/29/2023	13K0028964179	454.09	DRINKING WATER	
C2912	ROBERTSON-BRYAN, INC.	11/29/2023	15881.3	625.00	PROFESSIONAL SERVICES	
C3074	BVG SUSTAINABILITY AGENCY	12/5/2023	FUNDING REQUEST #4	88,636.36	FUNDING REQUEST #4-1	88,636.36
C3082	SPARKLE UNIFORM/LINEN SERV.	11/30/2023	0950004	610.40	UNIFORMS	
C3082	SPARKLE UNIFORM/LINEN SERV.	11/16/2023	0947871	608.87	UNIFORMS	
C3082	SPARKLE UNIFORM/LINEN SERV.	11/9/2023	0946971	626.40	UNIFORMS	
C3082	SPARKLE UNIFORM/LINEN SERV.	11/23/2023	0948992	694.47	UNIFORMS	
C3082	SPARKLE UNIFORM/LINEN SERV.	12/7/2023	0950943	774.87	UNIFORMS	
C3100	SMART & FINAL	11/15/2023	11152023	12.98	SUPPLIES	
C3100	SMART & FINAL	11/20/2023	11202023	70.82	SUPPLIES	
C3100	SMART & FINAL	11/22/2023	11222023	25.41	SUPPLIES	
C3100	SMART & FINAL	11/8/2023	11082023	46.25	SUPPLIES	
C3100	SMART & FINAL	11/29/2023	11292023	28.37	SUPPLIES	
C3170	SOUTHERN CALIFORNIA GAS CO.	12/15/2023	12152023	397.79	NATURAL GAS	
C3120	SNIDERS	11/27/2023	11272023	75.78	KEYS	
C3200	STINSON'S	11/6/2023	255486-0	729.20	SUPPLIES	
C3200	STINSON'S	12/6/2023	260112-0	1,013.37	SUPPLIES	
C3211	STRATUM RESERVOIR	11/27/2023	40019871	530.00	METTLER RECHARGE PONDS	
C3211	STRATUM RESERVOIR	11/27/2023	40019872	53.00	METTLER RECHARGE PONDS	
C3211	STRATUM RESERVOIR	11/27/2023	40019873	53.00	METTLER RECHARGE PONDS	
C3211	STRATUM RESERVOIR	11/27/2023	40019874	53.00	METTLER RECHARGE PONDS	
C3211	STRATUM RESERVOIR	11/27/2023	40019875	212.00	METTLER RECHARGE PONDS	
C3211	STRATUM RESERVOIR	11/27/2023	40019876	159.00	METTLER RECHARGE PONDS	
C3250	TARGET SPECIALTY PRODUCTS	11/14/2023	INVP501336880	7,962.87	30 GAL HERBICIDE	
C3250	TARGET SPECIALTY PRODUCTS	11/14/2023	INVP501336881	18,771.14	HERBACIDE/SEED OIL/ACTIVATOR	26,734.01
C3253	TECHNOFLO SYSTEMS	11/15/2023	42800	3,217.50	5-10" BUTTERFLY VALVES	
C3255	TEHACHAPI-CUMMINGS COUNTY	12/15/2023	23-020	1,558.51	RADIO SITE LEASE 2024	
C3264	TESCO CONTROLS, INC	10/23/2023	0081149-IN	622.44	REPLACE LED	
C3264	TESCO CONTROLS, INC	11/14/2023	0081402-IN	1,295.00	MATERIALS/REPAIRS- 7 SYSTEM	
C3264	TESCO CONTROLS, INC	11/27/2023	0081483-IN	740.00	REPAIR 8 SYSTEM	
C3280	THREE WAY CHEVROLET	11/3/2023	CVCS168292	2,657.69	TRANSMISSION/THERMOSTAT REPAIR	
C3458	VANGUARD CLEANING SYSTEMS	12/1/2023	73114	1,565.00	WEEKLY CLEANING SERVICE	
C3459	VAST NETWORKS	11/1/2023	49339	2,025.00	FIBER OPTIC INTERNET	
C3459	VAST NETWORKS	12/1/2023	50167	2,025.00	FIBER OPTIC INTERNET	
C3461	VERIZON WIRELESS	12/1/2023	9950607299	276.28	IPAD DATA	
C3461	VERIZON WIRELESS	12/1/2023	9950607300	136.59	CELL PHONE/SIM CARDS	
C3470	VULCAN MATERIALS	11/3/2023	73831331	397.16	13.35 TONS ROCK - 7G4 LATERAL	
C3470	VULCAN MATERIALS	11/3/2023	73832836	391.14	15.35 TONS ROCK - 7G4 LATERAL	
C3470	VULCAN MATERIALS	11/3/2023	73831332	384.07	14.83 TONS ROCK - YARD	
C3470	VULCAN MATERIALS	11/8/2023	73834878	829.29	32.09 TONS ROCK - 6PP4A	
C3470	VULCAN MATERIALS	11/27/2023	73850346	2,186.12	84.28 TONS ROCK - STOCK	
C3470	VULCAN MATERIALS	11/13/2023	73840407	393.17	15.03 TONS ROCK - 7PP3	
C3470	VULCAN MATERIALS	11/30/2023	73858171	787.77	30.44 TONS ROCK - 6PD LATERAL	5,368.72

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT  
 ACCOUNTS PAYABLE  
 NOVEMBER 2023

ID	NAME	DATE	INVOICE	AMOUNT	DESCRIPTION	5,000+
C3547	WELLS FARGO - MCDARIS	12/3/2023	12032023	1,036.33	LODGING/FUEL/ADOBE	
C3549	WELLS FARGO - LOVELESS	12/3/2023	12032023	2,180.52	TEAMUP/FUEL/SUPPLIES	
C3552	WELLS FARGO - OFFICE CARD	12/3/2023	12032023	797.00	SUPPLIES	
C3555	WELLS FARGO - SUGGS	12/3/2023	12032023	184.60	ADOBE/MEALS/FUEL	
C3558	WELLS FARGO - OFFICE CARD TW	12/3/2023	12032023	1,470.46	SUPPLIES	
C3559	WELLS FARGO - NICHOLAS	12/3/2023	12032023	1,847.17	LODGING/SUBSCRIPTIONS	
C3562	WELLS FARGO - SMITH	12/3/2023	12032023	325.99	CALCPA/DASHLANE	7,842.07
C3588	WESTERN EXTERMINATOR CO.	11/8/2023	53485746	225.65	PEST CONTROL	
C3588	WESTERN EXTERMINATOR CO.	7/12/2023	48713560	201.45	PEST CONTROL	
C3613	WHITE CAP	12/1/2023	10019146314	1,674.41	LATHE STAKE/DELINEATOR	
C3630	WIENHOFF DRUG TESTING	11/15/2023	118673	850.00	ANNUAL MEMBERSHIP	
C3670	YOUNG WOOLDRIDGE	11/30/2023	11302023	20,962.57	LEGAL SERVICES	20,962.57
C3700	ZEP SALES AND SERVICE	11/8/2023	9009168555	437.28	CLEANER/CONCENTRATE	
C3700	ZEP SALES AND SERVICE	11/15/2023	9009192652	252.30	CLEANER	
D10082	DELIS FARMS, LP	12/8/2023	12082023	58,842.00	2023 LANDOWNER RECHARGE PROG	58,842.00
D10115	GRIMMWAY FARMS ENTERPRISES	11/21/2023	11212023	404,615.90	2023 CREDIT BALANCE REFUND	
D10115	GRIMMWAY FARMS ENTERPRISES	12/8/2023	12082023	21,408.75	2023 LANDOWNER RECHARGE PROGRAM	426,024.65
D10161	LA AG PROPERTIES LLC	12/8/2023	12082023	4,790.25	2023 LANDOWNER RECHARGE PROGRAM	
D10280	SUN PACIFIC FARMING	12/8/2023	12082023	319,184.25	2023 LANDOWNER RECHARGE PROGRAM	319,184.25
D10340	SUNVIEW VINEYARDS OF CA.	12/8/2023	12082023	167,893.50	2023 LANDOWNER RECHARGE PROGRAM	167,893.50
D10380	TEJON RANCH CORP	12/8/2023	12082023	154,654.50	2023 LANDOWNER RECHARGE PROGRAM	154,654.50
D10401	UW COPUS FARMS, LLC	12/8/2023	12082023	78,091.50	2023 LANDOWNER RECHARGE PROGRAM	78,091.50
			SUBTOTAL	4,614,587.31		
				650.51	MANUAL CHECKS ATTACHED	
			<b>VOUCHER TOTAL</b>	<b>4,615,237.82</b>		



WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT  
 MANUAL CHECKS/ACH PAYMENTS  
 NOVEMBER 2023

						<u>5.2</u>
<b>NOV</b>	<b>NAME</b>	<b>DATE</b>	<b>INVOICE #</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>5,000+</b>
ach	UNITED PARCEL SERVICE	11/15/2023	11152023	4.18	SHIPPING	
ach	ATT	11/16/2023	11162023	646.33	FIRE ALARM	
			grand total	650.51		

**WHEELER RIDGE-MARICOPA WSD  
FISCAL AGENT FOR COMMITTEE FOR DELTA RELIABILITY  
CUSTODIAL FUNDS-REPORT OF EXPENDITURES AND TRANSFERS  
NOVEMBER 2023 FOR THE DECEMBER 13, 2023 BOARD MEETING**

NAME	INVOICE NUMBER	DESCRIPTION	AMOUNT
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**TRANSFERS AUTHORIZED BY WRMWSD BOARD**

<b>NOVEMBER 8, 2023 BOARD MEETING</b>	<b>NOVEMBER</b>	VOUCHER	<b>130,885.14</b>
<b>VOUCHER TOTAL REQUESTED</b>			<b>130,885.14</b>

**EXPENDITURES AUTHORIZED BY COMMITTEE AND PAID BY WRMWSD MANUAL CHECK**

Center for CA Water Resources	293	Hamilton - August 2023	237.50
Center for CA Water Resources	294	Hamilton-April/Murphy-Aug,Sept	18,992.20
Cramer Fish Sciences	SIN008084	Science Program - Oct 2023	9,825.00
Nossaman	553123	ESA/Water Quality Counseling - Aug 2023	43,568.50
Nossaman	554289	ESA/Water Quality Counseling - Sept 2023	50,258.80
Water & Land Solutions, LLC	3496	Representation - Sept 2023	2,906.25
West Coast Advisors	13798	Consulting - Nov 2023	5,000.00
West Coast Advisors	13786	Expenses - Sept 2023	96.89
<b>TOTAL PAID</b>			<b>130,885.14</b>

**INVOICES AWAITING COMMITTEE APPROVAL**

**INVOICES APPROVED BY WRMWSD BOARD @ DECEMBER 13, 2023 BOARD MEETING (VOUCHER)**

Cramer Fish Sciences	SIN008189	Science Program - Nov 2023	9,170.00
Nossaman	555569	ESA/Water Quality Counseling - Oct 2023	37,042.54
Water & Land Solutions, LLC	3551	Representation - Oct 2023	1,218.75
West Coast Advisors	13829	Consulting - Dec 2023	5,000.00
West Coast Advisors	13811	Expenses - Oct 2023	1,012.78

<b>VOUCHER TOTAL REQUEST</b>	<b>53,444.07</b>
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Wheeler Ridge-Maricopa Water Storage District  
Revolving Account Check Listing

**NOVEMBER 2023**

Check	Date	Payee	Amount	Description
			<b>BALANCE AS OF 10/31/2023</b>	<b>4,617.74</b>
			<b>Deposit 11/13/2023</b>	<b>2,382.26</b>
			<b>7,000.00</b>	
3388	11/14/2023	Jon Kelley	225.00	Reimbursement - Boots
3389	11/14/2023	Wall Street Imprintables	786.98	District Logo Shirts
Total Checks Issued			<b>1,011.98</b>	
Ending Balance			<u>5,988.02</u>	
Balance Limit			<u><b>7,000.00</b></u>	
Replenish Amount			<b>1,011.98</b>	

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT  
 BOARD OF DIRECTORS/MANAGEMENT **BENEFITS** BREAKDOWN  
 November 2023 FOR THE December 13, 2023 BOARD MEETING

5.2.1

NAME	ACWA BLUE CROSS OF CA			DENTAL-HEALTHEDGE		HARTFORD	TOTAL
	MED	VISION	LIFE/AD &D	CLAIMS	ADM	DISABILITY	
ATKINSON	1,468.68	17.21	9.77	***	18.15	0.00	***
BLAINE	1,946.00	17.21	5.50	***	18.15	0.00	***
FRY	1,946.00	17.21	4.30	***	18.15	0.00	***
LYDA	1,468.68	17.21	9.50	***	18.15	0.00	***
MARIN	1,946.00	17.21	5.50	***	18.15	0.00	***
METTLER	1,631.87	17.21	5.50	***	18.15	0.00	***
REITER	734.34	17.21	3.60	***	18.15	0.00	***
RICHARDSON	1,946.00	17.21	2.80	***	18.15	0.00	***
VALPREDO	1,946.00	17.21	4.30	***	18.15	0.00	***
LOVELESS	1,946.00	17.21	26.00	***	18.15	74.64	***
MCDARIS	1,468.68	17.21	12.50	***	18.15	74.64	***
NICHOLAS	1,946.00	17.21	26.00	***	18.15	74.64	***
SMITH	1,946.00	17.21	78.50	***	18.15	74.64	***
SUGGS	1,946.00	17.21	78.50	***	18.15	74.64	***
<div style="display: flex; justify-content: space-between;"> <span>24,286.25</span> <span>240.94</span> <span>272.27</span> <span>1,240.00</span> <span>254.10</span> <span>373.20</span> </div>							
TOTAL						BENEFITS	26,666.76

\*\*\* INDIVIDUAL CLAIM AMOUNTS ARE CONFIDENTIAL PER THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)  
 THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

**WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT  
BOARD OF DIRECTORS/MANAGEMENT *COMPENSATION & EXPENSE* BREAKDOWN  
NOVEMBER 2023 for the DECEMBER 13, 2023 BOARD**

NAME	DATE	TOTAL	PAYEE	MEMO
Atkinson	11/08/2023	129.00	Atkinson	Regular Board Meeting
Atkinson	11/09/2023	125.00	Atkinson	KCWA Meeting
Atkinson	11/15/2023	125.00	Atkinson	KCWA, with Manager Meeting
Atkinson	11/16/2023	125.00	Atkinson	Marriott Water Meeting
Blaine	11/08/2023	128.00	Blaine	Regular Board Meeting
Blaine	11/01/2023	125.00	Blaine	Kern River Watershed Coalition Authority Board Meeting
Blaine	10/04/2023	125.00	Blaine	Personnell Committee Meeting
Blaine	10/16/2023	125.00	Blaine	Ad Hoc Meeting
Blaine	10/19/2023	125.00	Blaine	WRMGSA P/MA Committee Meeting #3
Fry	11/08/2023	125.00	Fry	Regular Board Meeting
Fry	10/19/2023	125.00	Fry	Special-P/MA Committee Meeting
Lyda	11/08/2023	129.00	Lyda	Regular Board Meeting
Marin	11/08/2023	125.00	Marin	Regular Board Meeting
Marin	10/19/2023	125.00	Marin	Special-P/MA Committee Meeting
Mettler	10/11/2023			
Reiter	11/08/2023	139.00	Reiter	Regular Board Meeting
Reiter	11/07/2023	125.00	Reiter	WWGSA Board Meeting
Reiter	11/09/2023	125.00	Reiter	KCWA Call
Reiter	11/28-11/30/2023	375.00	Reiter	ACWA Conference
Reiter	10/03/2023	125.00	Reiter	WWGSA Board Meeting
Reiter	10/12/2023	125.00	Reiter	KCWA Call
Richardson	11/08/2023	128.00	Richardson	Regular Board Meeting
Richardson	10/19/2023	128.00	Richardson	Special-P/MA Committee Meeting
Valpredo	11/08/2023	129.00	Valpredo	Regular Board Meeting
Valpredo	10/19/2023	129.00	Valpredo	Special-P/MA Committee Meeting
<b>DIRECTORS</b>		<b>3,289.00</b>		

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT  
 BOARD OF DIRECTORS/MANAGEMENT **COMPENSATION & EXPENSE** BREAKDOWN  
 NOVEMBER 2023 for the **DECEMBER 13, 2023** BOARD

NAME	DATE	TOTAL	PAYEE	MEMO
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Loveless McDaris Nicholas Smith Suggs	11/01/2023	94.47	Verizon	Communication - cell
		<b>MANAGEMENT</b>	94.47	

Kunde	01-04 2023	948.89	Kunde	Sites Reservoir, State Water, District HQ - travel expenses
Kunde	05-08 2023	917.85	Kunde	Sites (Local, Reservoir, Benefits), ACWA JPIA - travel expenses
Kunde	10-11 2023	128.38	Kunde	Sites Reservoir Project Committee Meeting - travel expenses
*** note: <a href="#">retired annuitant costs are expense reimbursements not compensation</a>				
		<b>RETIRED ANNUITANT</b>	1,995.12	

Board	11/8/2023	95.00	Montes	October 11, 2023 Board Meeting - burritos
		<b>BOARD</b>	95.00	

**TOTAL EXPENSE 5,473.59**

WHEELER RIDGE - MARICOPA WSD  
 PAYROLL FUND  
 NOVEMBER 2023  
 DECEMBER 13, 2023 BOARD MEETING

	EMPLOYEES	DIRECTORS	RETIREEES	COBRA	SUPPLEMENTAL	TOTALS
SALARIES Pay Period Ended: (Oct 28, 2023/ee)-(Oct 31, 2023/dir)	106,963.98	2,331.07				109,295.05
SALARIES Pay Period Ended: (November 11, 2023)	116,605.22					116,605.22
SALARIES Pay Period Ended: (November 25, 2023)	107,579.57					107,579.57
PAYROLL PEOPLE Federal, SSI, Medicare Taxes	120,610.54	390.01				121,000.55
PAYROLL PEOPLE State Tax / SDI / SUI	24,386.10	63.74				24,449.84
PERS (EMPLOYEE PORTION) RETIREMENT	35,799.88					35,799.88
PERS (EMPLOYER PORTION) RETIREMENT	58,335.93					58,335.93
PERS (UAL,GASB 68 reports, SSSA fees) RETIREMENT	0.00					0.00
NATIONWIDE DEFERRED COMPENSATION Deferred Compensation #1 Deductions	30.00					30.00
LINCOLN LIFE Deferred Compensation #2 Deductions	5,375.00					5,375.00
WRM WSD EMPLOYEES' FUND Employees' Fund Deductions	640.00					640.00
ACWA-HEALTH BENEFITS Medical/Vision Insurance Premium (+cobra)	75,806.76	14,547.95	18,191.53	0.00		108,546.24
ACWA-LIFE/AD&D Life/supplemental Insurance Premium	1,385.17	50.77			153.48	1,589.42
HEALTH EDGE ADMINISTRATORS INC Dental Insurance Administrative Fees (+cobra)	834.90	163.35	490.05	0.00		1,488.30
HEALTH EDGE ADMINISTRATORS INC Dental Insurance Claims	3,204.11	1,116.00	4,416.72	0.00		8,736.83
THE HARTFORD GROUP Long Term Disability Insurance	3,209.31					3,209.31
IWO (income withholding orders)	4,284.18					4,284.18
PAYROLL PEOPLE P/R Processing Fees	1,330.46	91.10				1,421.56
TOTAL PAYROLL FUND:	666,381.11	18,753.99	23,098.30	0.00	153.48	708,386.88

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT  
REIMBURSEMENTS AND TRANSFERS  
DECEMBER 13, 2023 BOARD MEETING  
NOVEMBER/DECEMBER 2023 - JANUARY 2024

GENERAL/REVOLVING ACCOUNT:

<b>FUND #</b>			
60710	WRM-WSD WELLS FARGO BANK GENERAL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR: <a href="#">November 2023 Accounts Payable</a>	<b>1</b>	\$ <b>4,615,237.82</b>
60710	WRM-WSD WELLS FARGO BANK GENERAL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR: <a href="#">Accounts Payable</a>	<b>1.1</b>	\$ 0.00
60710	WRM-WSD WELLS FARGO BANK GENERAL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR: November 2023 Accounts Payable		<hr/> 4,615,237.82 \$
60710	WRM-WSD WELLS FARGO BANK GENERAL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR: <a href="#">Committee for Delta Reliability</a>	<b>2</b>	\$ <b>53,444.07</b>
60710	WRM-WSD WELLS FARGO BANK REVOLVING ACCOUNT TRANSFER TO PROVIDE FUNDS FOR: <a href="#">November 2023 Revolving Account</a>	<b>3</b>	\$ <b>1,011.98</b>
<b>TOTAL GENERAL/REVOLVING ACCOUNT:</b>			<hr/> <b>\$ 4,669,693.87</b>

PAYROLL ACCOUNT:

<b>FUND #</b>			
60710	WRM-WSD WELLS FARGO BANK PAYROLL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR PPE: <a href="#">DEC 23, 2023</a>	<b>4</b>	<b>240,000.00</b>
60710	WRM-WSD WELLS FARGO BANK PAYROLL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR PPE: <a href="#">Jan 06, 2024</a>	<b>5</b>	<b>336,000.00</b>
60710	WRM-WSD WELLS FARGO BANK PAYROLL ACCOUNT TRANSFER TO PROVIDE FUNDS FOR PPE: <a href="#">Jan 20, 2024</a>	<b>6</b>	<b>0.00</b>
<b>TOTAL PAYROLL ACCOUNT:</b>			\$ <hr/> <b>576,000.00</b> <b>576,000.00</b>

**KCWA COUNTY TRANSFERS: 2024 SWP Payment 1 of 2 due 01/04/2024 Less Deferral** **19,724,087.00**

**TOTAL REIMBURSEMENTS AND TRANSFERS:** **\$ 24,969,780.87**



WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT  
TRANSFERS  
DECEMBER 13, 2023 BOARD MEETING  
JANUARY/APRIL 2024

GENERAL ACCOUNT:

FUND #

FROM:

60710

Wheeler Ridge - Maricopa Water Storage District - General Account  
Transfer to Provide Funds for: 2024 State Contract Payment - payment 1 of 2  
Kern County Water Agency for: Jan 2024 SWP Obligation - 60% less deferral  
Due: 01/04/2024

\$ 19,724,087.00

TO:

60220

Kern County Water Agency (KCWA) General Account  
Transfer to Provide Funds for: 2024 State Contract Payment - payment 1 of 2  
Kern County Water Agency for: Jan 2024 SWP Obligation - 60% less deferral  
Due: 01/04/2024

\$ 19,724,087.00



FUND #

FROM:

60710

Wheeler Ridge - Maricopa Water Storage District - General Account  
Transfer to Provide Funds for: 2024 State Contract Payment - payment 1 of 2 (Deferral)  
Kern County Water Agency Apr 2024 SWP Obligation  
Due: 04/04/2024 (to be processed on 04/01/2024)

\$ 6,640,973.00

TO:

60220

Kern County Water Agency (KCWA) General Account  
Transfer to Provide Funds for: 2024 State Contract Payment - payment 1 of 2 (Deferral)  
Kern County Water Agency Apr 2024 SWP Obligation  
Due: 04/04/2024 (to be processed on 04/01/2024)

TOTAL TRANSFERS:

\$ 19,724,087.00

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT  
 BUDGET EXPENDITURES REPORT  
 PERIOD ENDING OCTOBER 2023  
 (UNAUDITED)

BUDGET CLASS	ANNUAL BUDGET	ANTICIPATED TO DATE	ACTUAL SPENT TO DATE	UNDER/(OVER) BUDGET TO ACTUAL DIFFERENCE	% OF ANTICIPATED TO DATE
PAYROLL SALARIES	3,808,790	3,076,330	2,952,620	123,710	95.98%
PAYROLL TAX	287,764	232,425	230,260	2,165	99.07%
PAYROLL PERS	526,615 (1)	434,958	407,882	27,076	93.78%
PAYROLL HEALTH	983,672	819,727	794,831 (a)	24,895	96.96%
<b>TOTAL PAYROLL &amp; BENEFITS</b>	<b>5,606,841</b>	<b>4,563,440</b>	<b>4,385,594</b>	<b>177,846</b>	<b>96.10%</b>
FUEL & OIL	495,800	413,167	257,415	155,752	62.30%
MATERIALS & SUPPLIES	1,169,160	974,300	573,042	401,258	58.82%
SMALL TOOLS & INSTRUMENTS	41,050	34,208	2,197	32,011	6.42%
COMMUNICATIONS	60,716	56,442	56,442	0	100.00%
DIRECTORS FEES & EXPENSES	36,000	30,000	22,151	7,849	73.84%
DIRECTORS HEALTH	193,000	160,833	157,337 (a)	3,497	97.83%
INSURANCE & BONDS	275,600	229,667	216,225	13,442	94.15%
RETIREEES-OPEB	300,000	250,000	226,423 (a)	23,577	90.57%
MEMBERSHIPS	99,455	90,032	90,032	0	100.00%
MISC SERVICES & SUPPLIES	252,030	210,025	140,388	69,637	66.84%
OFFICE SERVICES & SUPPLIES	52,125	43,438	20,404	23,034	46.97%
COMPUTER SUPPLIES	40,200	33,500	27,799	5,701	82.98%
MAINT. & REPAIR BY OTHERS	262,114	218,428	141,690	76,738	64.87%
PROFESSIONAL & SPECIALIZED-LEGAL	125,000	104,167	72,763	31,404	69.85%
PROFESSIONAL & SPECIALIZED-ACCT:					
AUDIT	47,000	47,000	48,300	(1,300)	102.77%
WELLS FARGO FEES	1,200	1,000	0	1,000	0.00%
PROFESSIONAL & SPECIALIZED-OTHER	151,550	126,292	86,826	39,466	68.75%
SGMA - SOKR/KERN GW AUTHORITY	135,000	112,500	101,950 (2)	10,550	90.62%
SGMA - WHITE WOLF GSA	75,000	62,500	123,530	(61,030)	197.65%
LEGAL NOTICES & PUBLICATIONS	20,840	17,367	7,875	9,492	45.35%
RENTED EQUIPMENT	52,300	49,515	49,515	0	100.00%
SPECIAL DEPARTMENT EXPENSE	34,100	28,417	19,760	8,657	69.54%
TRANSP & TRAVEL EXPENSE	58,695	48,913	33,847	15,066	69.20%
UTILITIES	95,500	79,583	84,239	(4,656)	105.85%
JUDGEMENTS & CLAIMS EXPENSE	6,600		0	0	0.00%
CURRENTLY FUNDED ASSETS	1,118,265	795,086	795,086	0	100.00%
RESERVE FUNDED ASSETS	5,393,735	99,853	99,853	0	100.00%
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>10,592,035</b>	<b>4,316,231</b>	<b>3,455,088</b>	<b>861,144</b>	<b>80.05%</b>
KCWA F.O.	39,474,794	39,474,794	39,474,794 (3)	0	100.00%
KCWA VARIABLE	11,333,149	11,333,149	11,333,149 (3)	0	100.00%
DISTRICT POWER-PUMPS	14,447,116	14,447,116	14,447,116 (3)	0	100.00%
<b>TOTAL WATER COSTS</b>	<b>65,255,059</b>	<b>65,255,059</b>	<b>65,255,059</b>	<b>0</b>	<b>100.00%</b>
<b>GRAND TOTAL</b>	<b>81,453,935</b>	<b>74,134,730</b>	<b>73,095,741</b>	<b>1,038,990</b>	<b>98.60%</b>
(a) Health Insurance combined	1,476,672	1,230,560	1,178,591	51,969	95.78%

(1) Includes \$50,000 CalPers Pepra UAL  
 (2) Includes \$9,618 Remote Sensor grant LandIQ  
 (3) as of 5/10/2023

CAPITAL EXPENDITURES BUDGET - PERIOD ENDING OCTOBER 2023										
		BUDGET				ACTUAL			# of ITEMS	
QTY	DESCRIPTION	BGT COST PER ITEM	TOTAL BUDGET	CURRENT FUNDED	RESERVE FUNDED	(net of trade or sale)	CURRENT FUNDED	RESERVE FUNDED	% OF BGT.	PURCH of BUDGET
<b>ADMINISTRATION:</b>										
1	Server Replacement	35,000	35,000	35,000		16,220	16,220		46%	Deposit only
	<b>SUBTOTAL</b>		<b>35,000</b>	<b>35,000</b>	<b>-</b>	<b>16,220</b>	<b>16,220</b>	<b>-</b>		
<b>ENGINEERING:</b>										
1	EM Inspection of 10P Lateral	200,000	200,000	200,000		127,637	127,637		64%	(1)
1	10P Lateral Repair Kit	120,000	120,000	120,000		1,850	1,850		2%	(1)
1	Capacity Improvement - 4P Lateral	50,000	50,000	50,000						
1	A5X/B5X Intertie Facilities	460,000	460,000		460,000	5,328	5,328		1%	(1)
1	High Efficiency Electric Motor Replacement	600,000	600,000	167,000	433,000	167,686	167,686		28%	(2)
1	Intertie with Kern Delta WD	100,000	100,000	100,000		50,375	50,375		50%	(1)
1	Drilling Two Replacement Supply Wells	3,570,000	3,570,000		3,570,000	20,139		20,139	1%	(3)
	<b>SUBTOTAL</b>		<b>5,100,000</b>	<b>637,000</b>	<b>4,463,000</b>	<b>373,015</b>	<b>352,876</b>	<b>20,139</b>		
<b>OPERATIONS AND MAINTENANCE:</b>										
1	4-Door Sedan (replaced by 1/2 ton crew cab 4x4)	30,000	30,000		30,000	56,469		56,469	188%	1 of 1
2	1/2 Ton Reg Cab Pickup	25,000	50,000	50,000		46,739	46,739		93%	2 of 2
1	1/2 Ton Reg Cab Pickup (w/o trade) <i>*did use trade</i>	35,000	35,000		35,000	23,245		23,245	66%	1 of 1
1	Mid Size Crew Cab 4x4 Pickup <i>*did not have trade</i>	32,000	32,000	32,000		35,125	35,125		110%	1 of 1
2	1 Ton Cab/Chassis Utility	50,000	100,000	100,000		73,802	73,802		74%	2 of 2
1	Portable Air Compressor	30,000	30,000	30,000		24,956	24,956		83%	1 of 1
1	SCADA System	1,100,000	1,100,000	234,265	865,735	245,368	245,368		(4)	
	<b>SUBTOTAL</b>		<b>1,377,000</b>	<b>446,265</b>	<b>930,735</b>	<b>505,704</b>	<b>425,990</b>	<b>79,714</b>		
<b>TOTAL CAPITAL EXPENDITURES</b>			<b>6,512,000</b>	<b>1,118,265</b>	<b>5,393,735</b>	<b>894,939</b>	<b>795,086</b>	<b>99,853</b>		
(1)	Work Order balance as of 10/31/2023									
(2)	PG&E loan over 5 to 10 years									
(3)	Collected through water charges over multiple years									
(4)	Collected over 5 years - 1st year at 2.5% interest									



**WHEELER RIDGE – MARICOPA  
WATER STORAGE DISTRICT**

12109 Highway 166, Bakersfield, CA 93313-9630, 661-858-2281

**MEMORANDUM**

**TO: BOARD OF DIRECTORS**

**FROM: SHERIDAN NICHOLAS**

**DATE: DECEMBER 8, 2023**

**SUBJECT: ENGINEER-MANAGER’S MONTHLY REPORT FOR NOVEMBER 2023**

During the month of November, the District delivered 6,589 acre-feet of water consisting of the water types described below. Of the total quantity delivered, 554 acre-feet was delivered for banking, and 6,035 acre-feet was delivered for agricultural use. This compares to projected deliveries of approximately 6,100 acre-feet estimated in September 2022. The total quantities of water delivered during the month as well as the year-to-date water supply by source and type of water delivery are summarized in the following tabulation:

**Quantities (Acre- Feet)**

<b>Source of Supply</b>	<b>Jan-Oct</b>	<b>Nov</b>	<b>YTD</b>
2023 SWP Entitlement (a)	123,688	5,304	128,992
2022 Carryover (estimate) (b)	3,167	-	3,167
Lower River/ A21 Deliveries (estimate)	11,514	-	11,514
Pastoria	2,516	222	2,738
TRC/Granite	95	9	104
Kern Water Bank Recovery (c)	1,396	-	1,396
Pioneer Project Recovery (c)	399	-	399
Berrenda Mesa Recovery (c)	196	-	196
Landowner Water Transfer	2,000	500	2,500
User Input-District Wells	-	-	-
User Input-Private	1,443	-	1,443
<b>Type of Delivery</b>			
Irrigation	143,165	5,788	148,954
Industrial Contract	2,611	231	2,841
Other Industrial	159	16	175
<b>Deliveries Subtotal</b>	<b>145,935</b>	<b>6,035</b>	<b>151,970</b>
<b>In-District Recharge Deliveries</b>			
Mettler Water Bank (estimate)	11,180	65	11,245
Landowner Pilot Program (estimate)	11,800	489	12,289
<b>Deliveries Total</b>	<b>168,914</b>	<b>6,589</b>	<b>175,503</b>

(a) 2023 updated allocation of 200,818 acre-feet (100%)

(b) At 03/01/2023, an estimated 36,909 acre-feet of 2022 Carryover was available; 25,998 acre-feet represents Water User Carryover. These figures are subject to further reconciliation as additional information becomes available.

(c) Estimates based on KCWA daily Summary of Deliveries

# Engineer-Manager's Report (S. Nicholas)

November 2023

**White Pine Power Purchase Agreements.** The District has signed two power purchase agreements for future solar projects within the District. The first (Wheeler #1) has been fully approved by PG&E and went into operation on September 29. Wheeler #2 is on schedule for construction next year. WE hope to have information soon on the production of the facility.

**White Wolf GSA.** The December WWGSA Meeting was cancelled.

**South of Kern River GSP.** Items of note include:

- **Coordination between SOKR districts**
  - November 21 – SOKR Executive Committee meeting (Yurosek/Muhar/Blue)
    - Basin Coordination Committee and Technical Workgroup (TWG) updates
    - Monitoring Network update
    - Cost share agreement for \$1.3MM GSP revisions recommendation
    - December 18 – next Executive Committee meeting
- **Basin Coordination** - Coordination Committee meeting every Monday and Managers meeting every Friday. Upcoming costs, other than the previously approved by the Board regarding the GSP update, include -
  - 2024 Point of Contact Agreement with Rincon (\$120K / \$5,455 each)  
Costs associated with Kristin Pattick providing coordination duties related to being the Kern Subbasin Point of Contact
  - 2024 Data Management Services Task Order w/GEI (\$46,200 / \$2,100 each)  
Costs associated with hosting and managing the Kern Subbasin DMS. This costs was previously covered by grant funding.
  - 2023 Annual Report Task Order with Todd Groundwater (\$72K / \$3,273 each)  
Costs associated with preparing the 2023 Annual Report for the Kern Subbasin

**ACWA/JPIA Recognition Award.** At the ACWA/JPIA Board of Director's meeting at Indian Wells, the District received a President's Recognition Award for achieving a low ration of "paid Claims and Case Reserves" to "Deposit Premiums" in the Liability Program from 10/01/2019-09/03/2022.

**Employee Retirement.** Michael Pilatti, a long-time employee of the District, is retiring at the end of the year. He has served the District for 20 years in the Pump/Electrical Department. He will be having a retirement luncheon on Monday, December 18. We thank him for his service to the District and wish him well in his retirement.

**Meetings in addition to weekly Member Unit and Westside 5 calls, (held either in person or via teleconference):**

Nov 01	Kern Coordination Committee meeting w/SWRCB staff	Nov 08	WAKC Annual Meeting
Nov 02	SOKR Managers Meeting	Nov 09	Pioneer Meeting
Nov 02	Kern River Watershed Coalition Authority	Nov 09	Member Unit Managers Meeting
Nov 03	Kern Subbasin Managers Meeting	Nov 10	Kern Subbasin Managers Meeting
Nov 03	ACWA Region Chair Meeting	Nov 13	CVC Advisory Committee
Nov 06	Kern Coordination Committee meeting	Nov 13	Kern Coordination Committee meeting
Nov 07	White Wolf GSA Board meeting	Nov 13	California Farm Water Coalition Authority Budget Committee
Nov 08	WRMWSO Board Meeting	Nov 14	Kern Water Bank Board Meeting
Nov 08	SOKR Managers Meeting	Nov 15	Atkinson, Page, McCarthy
Nov 08	Eric Averett	Nov 15	SOKR Managers Meeting

Nov 15 KCWA Board meeting  
Nov 15 ACWA Region 7 Pre-Board Call  
Nov 16 Minaberrigari  
Nov 16 AEWSD Overlap discussion  
Nov 16 Committee for Delta Reliability  
Nov 17 Kern Subbasin Managers Meeting  
Nov 17 South Valley Water Resources Authority  
Meeting  
Nov 21 South of Kern River GSP Executive  
Committee meeting  
Nov 22 Landowner Meeting  
Nov 27 Kern Coordination Committee Meeting  
Nov 28 ACWA Fall Conference  
Nov 29 ACWA Fall Conference  
Nov 29 Landowner Meeting  
Nov 29 SOKR Managers Meeting  
Nov 30 ACWA Fall Conference

# **RETIRED ANNUITANT REPORT (R. KUNDE)**

**November 2023**

**Delta Conveyance Project (DCP).** On December 8, DWR released the DCP Final Environmental Impact Report identifying the “Bethany Reservoir Alternative” as the proposed project. Adoption of the EIR by DWR is expected within 30 days thereafter.

Planned 2024 DCP activities include:

- issuance of the final federal Environmental Impact Statement (mid-2024),
- issuance of federal Biological Opinions and the state Incidental Take Permit,
- filing an application for a Change in Point of Diversion with the State Water Resources Control Board in late 2024 which would begin a 2 year process,
- preparation of a Class 5 cost estimate, and
- a call for funds (not bond debt) from the State Water Contractors and Member Units.

More detailed information on these planned activities is expected to become available in the first quarter of 2024.

Pending formal adoption of the EIR/EIS, no public information has been released regarding a draft construction schedule.

The Delta Design and Construction Authority (DCA) did not meet in November. The next DCA meeting will be held on December 14.

**Sites Reservoir - Final Environmental Impact Report.** On November 17 in Maxwell, CA, the Sites Final Environmental Impact Report (Final EIR) was adopted by the Sites Project Authority after a public hearing. This is a major milestone for the Project. The Final EIR is posted at <https://sitesproject.org/environmental-review/>.

At the public hearing, there were 8 in-person public comments all in favor of the Project, 4 virtual participation public comments opposed to the Project, and 3 virtual participation public comments in support of the Project. There were several written public comments mostly opposing the Project.

The federal certification of the Environmental Impact Statement by the Bureau of Reclamation cannot be done until the Biological Opinions are completed in 2024.

The usual period to file a lawsuit on the EIR is 30 days after posting of the EIR certification.

**Sites Reservoir - Senate Bill 149 Certification.** On November 6, Governor Newsom issued the “*Governor's Certification for Judicial Streamlining of the Sites Reservoir Project*” per Senate Bill 149. On December 6, the Joint Legislative Budget Committee concurred with the Governor’s certification. The record of proceeding, also called the administrative record, for the Sites Reservoir Project California Environmental Quality Act effort was posted at:

<https://sitesproject.org/remainder-of-the-record/>

Per SB149, Courts must decide CEQA challenges to certified projects within 270 days to the extent feasible – saving months or even years of litigation delays after a project has already passed environmental review, while still allowing legal challenges to be heard.

**Sites Reservoir - Water Right Application.** During November, Sites staff held meetings with

many of the 15 Protestants to the Application. The “Protest Resolution Period” ends on February 28, 2024.

On December 5, the State Water Resources Control Board issued a “*Notice of Assignment*” regarding the Sites Water Right Application saying, in part:

*“The Board also anticipates that the Authority will not be able to resolve by the close of the protest resolution period all of the protests received by the Board against the approval of water right Application 25517X01 and the associated petitions for assignment and release from priority. An evidentiary hearing will likely be necessary to resolve contested issues of fact raised by the protestants.”* The Administrative Hearings Office, an independent organizational unit within the State Water Board, “*will issue a notice of public hearing for this proceeding after the close of the protest resolution period on February 28, 2024. The notice of public hearing will describe the process for protestants and interested persons to participate in the hearing, provide tentative hearing dates and a tentative pre-hearing schedule, and describe the hearing procedures.*”

This is standard procedure for the Board. It is hoped the Hearing process (an adjudicatory proceeding allowing for call of witnesses and cross-examination by the Applicant and Protestants) will be completed in the fourth quarter of 2024 and result in approval of the Application.

**Sites Reservoir - Joint Meeting of Sites Project Authority (SPA) and Reservoir Project Committee (RPC).** At its November 17, 2023 meeting, the SPA and/or RPC took the following actions.

- Approved the Consent Agenda (Minutes, Treasurer’s Report, Payment of Claims).
- Approved Resolution 2023-02 adopting the Environmental Impact Report for the Project, and making related findings and approvals.

The next regular joint Sites Project Authority/Reservoir Project Committee Meeting will be December 15, 2023.

**Meetings.** The Retired Annuitant attended the following meetings during the month including 8 meetings for the Sites Project.

Nov 16	Committee for Delta Reliability - Meeting to Update Membership
Nov 09	Delta Conveyance Project - Policy Briefing
Nov 13	Sites Reservoir - Benefits and Obligations Contract Payment Annex
Nov 10	Sites Reservoir - Budget & Finance Committee
Nov 02	Sites Reservoir - Colusa County Flood Control and Water Conservation District
Nov 03	Sites Reservoir - Conveyance Ad Hoc Subcommittee
Nov 08	Sites Reservoir - Coordination Committee
Nov 01	Sites Reservoir - Governance Ad Hoc Committee
Nov 17	Sites Reservoir - Joint Authority/Reservoir Committee Board of Directors
Nov 15	Sites Reservoir - WIFIA Ad Hoc Subcommittee
Nov 16	State Water Contractors - Board of Directors
Nov 08	WRMWSO - Board of Directors



## WATER RESOURCES MANAGER REPORT (E. MCDARIS)

### 2023 State Water Project Allocation.

DWR announced the initial 2023 State Water Project allocation of 5% on December 1, 2022. This allocation was increased January 26<sup>th</sup> and February 22<sup>nd</sup> to 30% and 35% respectively. On March 24<sup>th</sup>, DWR announced an additional increase to the SWP allocation from 35% to 75%. The allocation was subsequently increased on April 20<sup>th</sup>, 2023, from 75% to 100%, where it remains at the time of this writing.

### 2024 State Water Project Allocation

DWR announced the initial 2024 State Water Project allocation of 10% on December 1, 2023. DWR's allocation analysis considered several factors including existing storage in SWP conservation reservoirs, SWP operational constraints such as the conditions of the Biological Opinions for Delta Smelt and Salmonids, and the Longfin Smelt Incidental Take Permit, and the 2023 contractor demands. DWR may revise the initial and subsequent allocations if warranted by the year's developing hydrologic and water supply conditions.

The 10% allocation is consistent with the 90% probability of exceedance study with moderate Old and Middle River (OMR) restrictions in DWR's most recent "Allocation Analysis for 2024" (Analysis). The *Analysis* includes different ranges of impacts from the Delta Smelt and Salmon Biological Opinions as well as the Longfin Incidental Take Permit (the *Analysis* uses existing Delta Smelt Biological Opinion standards). Key points of the *Analysis* include:

The December 4<sup>th</sup>, DWR analysis results for 2024 are as follows (values in acre-feet).

Source/SVI	Critically Dry	DNR	Below Normal	Wet
<b>SWP Allocation</b>	8%		40%	90%
OMR Restriction [a]	Moderate	DNR	Moderate	Moderate
Prob. Of Exceedance [b]	90%	75%	50%	25%
District Supply	15,767	-	78,835	177,379.20

[a] Average Old and Middle River reverse flow restrictions (cfs) from December 2022 to July 2023.

[b] Example: a 90% Probability of Exceedance means there is a 9 in 10 chance conditions will be wetter than assumed, and 1 in 10 chance conditions will be conditions will be drier than assumed.

Note that precipitation is not runoff, and runoff is not Delta export pumping for the District. Under normal conditions, an average precipitation year equates to a 65% to 75% SWP allocation depending on timing and proportions of snow and rain.

### Water and Snowpack Conditions.

The "Northern Sierra 8-Station Precipitation Tabulation" index of rain and snow water content for the Sacramento, Feather, Yuba and American River Basins in November was 3.1 inches of the monthly average of 5.3 inches. *Accumulation* for the season is as follows:

Current Amount – October 1, 2023 – September 30, 2024,	3.9”
Seasonal Average to Date	8.1”
Seasonal Percent of Average to Date	48%
Average (historic) for the entire Water Year (Oct. 1 through Sep. 30)	53.2”

The “*San Joaquin 5-Station Precipitation Tabulation*” index for the month of November was 1.8 inches, which is 50% of historical average (3.6 inches). *Accumulation* for the season is 2.0 inches, which is 35% of the seasonal average of 5.7 inches.

**Carryover and Spill Conditions.**

The District continually reviews current San Luis Reservoir (SLR) storage levels (November 30, -56% capacity, 109% of average) to determine optimum carryover amounts.

End of month San Luis Reservoir conditions were as follows:

<u>Description</u>	<u>Million Acre-feet (MAF)</u>
SLR Capacity	
SWP Share	1.062
CVP Share	<u>0.966</u>
SWP + CVP subtotal	2.028
Actual December 31, 2013 storage	0.604
Actual December 31, 2014 storage	0.820
Actual December 31, 2015 storage	0.436
Actual December 31, 2016 storage	1.259
Actual December 31, 2017 storage	1.638
Actual December 31, 2018 storage	1.503
Actual December 31, 2019 storage	1.286
Actual December 31, 2020 storage	0.955
Actual December 31, 2021 storage	0.616
Actual December 31, 2022 storage	0.688
November 30, 2023, storage	
SWP Share	0.442
CVP Share	<u>0.708</u>
SWP + CVP subtotal	1.150

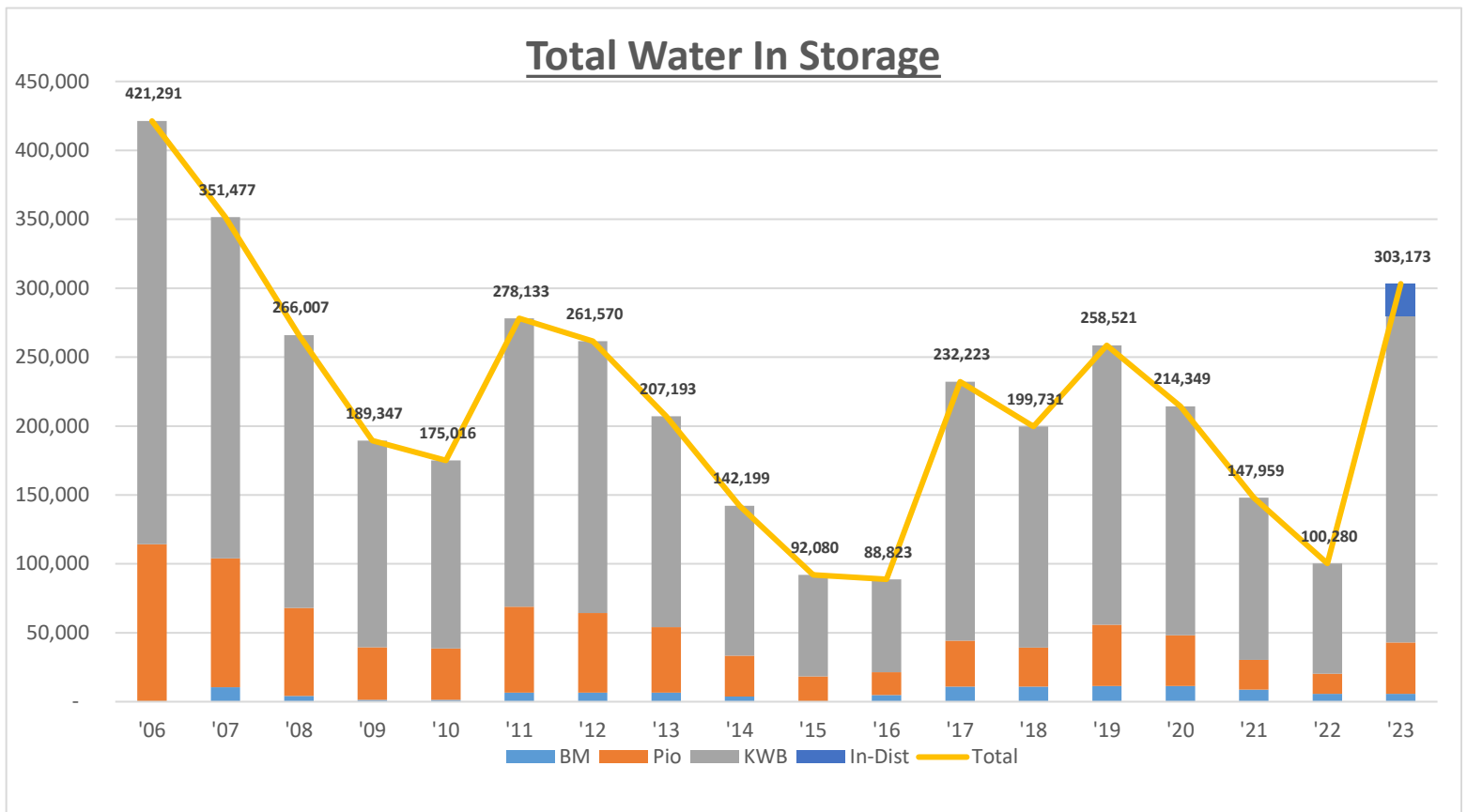
The amount of State Water Project water stored during the month of November decreased approximately 166,815 acre-feet going from 608,431 acre-feet at the end of October to 441,616 acre-feet at the end of November. Spill of the SWP side of San Luis occurred approximately March 22<sup>nd</sup>, 2023. On November 30, SLR overall storage is approximately 878,000 acre-feet from full.

**Lower River Supplies (Update).** No additional Lower River supplies have been offered since Block 10. Lower River allocations total 550,000 acre-feet to Member Units in 2023 with the District share being approximately 101,500 acre-feet. These supplies were delivered to the Kern Fan banking projects, as well as in-District by operational exchange.

**Banking Operations (Update).** Since the District began groundwater recharge operations on February 10<sup>th</sup>, 2023, approximately 203,000 gross acre-feet (before losses) has been recharged as follows (as of November 30, 2023):

	B. Mesa	Pioneer*	Kern W.B.	In-District	Total
February	-	7,795	16,526	-	24,321
March	-	3,986	16,988	510	21,484
April	-	3,234	20,702	2,729	26,665
May	-	379	17,756	4,707	22,842
June	-	-	15,003	3,577	18,580
July	-	4,051	15,402	4,205	23,658
August	-	1,931	15,846	3,211	20,989
September	-	-	14,393	2,517	16,910
October	-	40	13,395	1,442	14,877
November	-	1,108	10,905	554	12,567
December	-	-	-	-	-
<b>TOTAL</b>	-	<b>22,524</b>	<b>156,917</b>	<b>23,452</b>	<b>202,893</b>
Carryover	-	11,154	26,180	-	37,334
Article 21	-	-	2,915	11,523	14,438
Lower River	-	7,448	83,345	-	90,793
SWP	-	3,923	44,476	11,929	60,328
<b>TOTAL RECHARG</b>	-	<b>22,525</b>	<b>156,916</b>	<b>23,452</b>	<b>202,893</b>

\*Includes C.O.B. 2800 Acres



## **THE CONTRACT ADMINISTRATOR'S WORK INCLUDED:**

### **Contract/ Water Allocation Work.**

- Contract 86G & 2.01B
  - Requested Water Service Contract Amendment (*Board Resolution Required*)
    - Finalized Amendment Agreements
    - Mailed Amendment Agreements/Pending Landowner's Notarized signatures.
- Contract 86D, 86F, & 12107A
  - Ready for Post Recording Procedures
- Contract 124A20
  - Received Assumption Agreement back from the Kern County Recorder's Office
  - Ready for Post Recording Procedures
- Contract 51
  - Landowner's Board Approved
  - Water Service Contract Amendment (Board Resolution Required)
  - Begin drafting Amendment and Assumption Agreements
- Contract 12102
  - Mailed Assumption Agreement/Pending Landowner's Notarized signatures.
- Contract 22F, 56, 104A
  - Received Assumption Agreements back from the Kern County Recorder's Office
  - Ready for Post Recording Procedures

### **Landowner Assistance.**

- Assisted Water Users with information regarding water ledger—YTD use, acre-feet remaining, carryover, user input agreement questions/balances, water allocations/costs, water returns, etc.
  - Assisted 06 Water User (s) with 2023 SWP Allocation/Pool/Return Water questions.
  - Assisted 17 Water User (s) with Carryover/Water/Usage/Recharge Program Balance
  - Assisted 05 Water User (s) with 2023/2024 Water Costs/Allocation/Other questions.
  - Assisted 04 Water User (s) with APN District verification (Appraiser Requests)
  - Assisted 02 Non-contract User (s) with general allocation/cost associated with The District.
  - Assisted 04 Water User (s) with Farming Unit Operation Agreement questions.
  - Assisted 04 Water User (s) with Second Priority Sub-Account Program
  - Assisted 04 Water User (s) with GWSC Questions/Information
  - Assisted 05 Water User (s) with Current Contract Transfer Updates
  - Assisted 05 Potential Water User (s) with Water District Information/Water Allocations/Costs
- Processed 03 Title Demand Request
- Processed 02 Water Transfer Agreement
- Processed 01 Returns to Place Water in District Pool G
- Processed 01 Request for Allocation to purchase Pool Water
- Processed 01 Requests for Temporary Water Service
- 

### **Other Tasks.**

- Important Notices via email to Landowners/Water Users
  - Aqueduct Outage Notice
  - Save the Date (Committee for Delta Reliability Meeting)

- Delivered WRMWSD Rules & Regulations for recording after the Board approved Resolution No. 2023-15 to the Kern County's Recorder's Office
- Worked with Engineering on Pump/Gravity Systems for Non-Contract Landowners
- Completed weekly water schedule updates, reconciling variances with Dispatch and Controller.
  - Worked with Controller & Operations on End of Month Water Reports & Non-Contract Accounts.
- 2023 Delinquencies
  - Assisted the District Controller with 2 delinquent accounts.
  - Delinquent Report for Board, payment collection/certified mail notices
  - Updated Delinquent Calendar for Procedures
  - 11/06/23-Began drafting Release of Delinquent Tolls & Charges List following full payment for one Delinquent Account.
  - 11/22/23-Received Recorded 2023 Delinquent Tolls & Charges List from the Recorder's Office
  - 11/30/23- Drafted the Notice of Sale & Letter for the Kern County Tax Collector and contacted their office to establish a Public Auction Date
- Reviewed the monthly Accounts Payable and distributed Board and Annuitant payables.
- Managed Petty Cash Fund and EC stamp cash fund
- 11/08/23 Attended Board Meeting
- 11/16/23 Attended District Safety Meeting
- 11/2/23, 11/08/23, 11/29/23 Landowner Phone Call/Zoom or in-Person Meeting(s)
- Prepared monthly report for Board Meeting packet.

# ACCOUNTING ACTIVITIES (J. SMITH)

NOVEMBER 2023

## Controller's Report:

**2023 Water Allocations, Deliveries, and Billings.** The November water reports were mailed on December 4. The Board approved, at its May meeting, and the District allocated the 100% SWP on the May water reports. The initial SWP allocation of 100% of the Contract Amount of Water was canceled and the revised allocation of 5% SWP and 27% Supplemental Water approved by the Board in November 2022 was applied. On December 1, 2022, DWR announced an initial SWP allocation of 5%. The SWP allocation was increased to 30% in January, 35% in February, and 75% in March. The Board adopted a revised 75% State Water and an 8% Supplemental Water allocation at its April Board meeting. After the Board meeting the State allocation was increased to 100%. In anticipation of the 100% allocation, staff reversed the Supplemental allocation. Carryover water was reduced to the amount of carryover delivered. Most of the carryover reduction was banked in the 2<sup>nd</sup> Priority banking program which is tracked separately from the following data. All previous returns were reversed. Current allocations are:

	<u>Acre-Feet</u>
• SWP	200,818.00
• Supplemental	0.00
• User Input (Jan-Oct)	1,443.60
• Carry Over	3,770.31
• TWS	976.27
• Pooling net of pool purchase	<u>-41,082.49</u>
• Total Supply	168,575.69
• Deliveries (Jan-Oct)	<u>-148,300.66</u>
• Unused	<u>20,275.03</u>

## Controller Report-Smith:

- Mailed initial 2024 annual contract water bills.
- Continue to monitor delinquency.
- Set up 2024 contract bills.
- Began job search for assistant controller.
- **Meetings:**
- October 19-Meeting with BHK partners regarding assistant controller job search

## The Staff Accountant's activities included:

- Completed the 2024 final budget for Board approval and published to staff
- Reviewed report from the payroll processing company to calculate our workers compensation insurance premiums
- Reviewed new account analysis rates for 2024 from Wells Fargo and found that we need to opt out of one new charge
- Worked on a new procedure for entering A/P transactions to print from the revolving checking account
- Reviewed template from our accounting software partner for setting up customers for invoicing
- Prepared miscellaneous A/R invoices for industrial water and work orders
- Followed up on outstanding miscellaneous A/R invoices
- Processed multiple ACH and wire transfer cash receipts
- Entered payroll account transactions into Wells Fargo fraud software

- Recapped YTD work order expenses and compiled backup invoices
- Entered journal entries in the general ledger
- Reconciled general ledger accounts
- Assisted two water users with usage reports
- Set up two new Industrial Water accounts
- Declined two additional requests for Industrial Water, due to unavailability of turnouts in the work area
- Requested a corrected certificate of insurance for a vendor
- Fulfilled one public records request
- Completed the Budget, Capital Expenditure, and Reserve Reports
- Prepared a financial report for the South of Kern River GSP
- Prepared financial reports and accounts payable checks for Committee for Delta Reliability
- Reviewed paid A/P invoices for coding and budget expenditure results
- Continued training to back up Controller with water billing in Access and Latis
- Attended the WRMWSD Board meeting and assisted with recording minutes
- Participated in weekly accounting department meetings
- Submitted a logo shirt order for employees

**The Accountant's activities included:**

- Accounting/Payroll:
  - Attended Weekly Accounting Meetings.
  - Prepared Monthly Miscellaneous Invoices for Cattle, Short Run, and Industrial.
  - Reviewed Daily Kern County and Wells Fargo Fund Activity.
  - For Auditors: quarterly interest report.
  - Prepared Bi-Weekly Burden Rate/Register Fund Worksheet.
  - Turned in Liability Actual Payroll Information to ACWA JPIA.
  - Training with Staff Accountant regarding new PR Fees GL Account.
  - Training with Executive Assistant regarding PR Paychex software.
  - Assisted with office duties: Cash Receipts/Deposit/EROD.
  - Maintained District's Accounts Payable Fraud Protection Software.
  - Training with Staff Accountant Prop 68 Grant Funds Provost & Pritchard.
  - Attended Monthly Board Meeting Remotely.
  - Training with Staff Accountant regarding CAMP set up.
  - Training with Staff Accountant regarding ACH Payment remittances.
  - Prepared/filed governmental compliance reports.
  - Prepared Monthly Bank Reconciliations Balance to General Ledger.
  - Notified Contract Administrator of WF Funds AP.
  - Prepare 2024 Miscellaneous Invoice with new 2024 budget.
  - Set up computer profile on Staff Accounts Computer.
- Board Preparations:
  - Prepared Board Bank Balances for Kern County, LAIF, and Wells Fargo.
  - Prepared Monthly PR Fund Report.
  - Prepared Treasurer's Report and Supporting schedules and Documents.
  - Maintained Burden Distribution by employee for Budget Expenditure Report.
  - Assisted Operations Superintendent with Safety Incentives.
  - Set up new CAMP investment Bank Reconciliation for the Treasurer's Report.
  - Prepared Monthly Expenditure Report.
  - Prepared Monthly Board Certification.

- Assisted with Board preparations and set up.
- Prepared Estimated PR voucher worksheet for board.
- Prepared and Sent Board Vouchers for AP, CDR, Payroll.
- Prepared Monthly Cell Tax Worksheet.
- CalPERS/Benefits/Miscellaneous:
  - Reviewed CalPERS correspondence.
  - Review CalPERS annual evaluation reports.
  - Prepared CalPERS payroll data transmitted along with payments.
  - Provide CalPERS PEPRA Employer Rates to Controller Smith.
  - Maintained Life Insurance Supplemental Worksheet.
  - Assisted employee with possible SDI questions.
  - Maintained e-files for non-injury employees.
  - Code of Safe Practices: Vehicle Backing Safety.
  - Code of Safe Practices: Defensive Driving.

**The Junior Accountant's activities included:**

- Accounts Payable: code, obtain approvals and post all invoices to the District's accounting program
- Prepared payroll
- Prepared burden payments
- Prepared Directors payroll
- Daily desktop deposits of cash receipts
- Manual checks report for November
- Attended Accounting Department meetings
- Filed and organized invoices
- Attended payroll meetings
- Attended Employee Committee Meeting
- Trained employees on our payroll system



# **ENGINEERING ACTIVITIES (T. SUGGS)**

## **November 2023**

**District Wells:** Field performance tests were conducted at the #A1, #A2, and #C3 wells between November 1<sup>st</sup> and 14<sup>th</sup>, concluding the District's annual well testing program for the year. For the first time in many years, we can report that all 12 out of 12 District-owned supply wells are ready to run with acceptable efficiency, drawdown, and reliability.

### **South of Kern River (SOKR) GSP:**

- During November, water levels were recorded in 14 out of 14 monitoring wells.

### **White Wolf Basin GSA:**

- Water levels were observed in 10 SGMA monitoring wells.
- All available water level records from the 2023 water year were provided to EKI.

### **850A-850B System Interconnection:**

- Engineering Department staff field marked certain property boundaries in the vicinity of the desired pipeline alignment. Potential easement boundaries were also field marked for the discussion purposes.
- Draft easement maps and descriptions were prepared for three affected parcels.
- A bid solicitation for 2,700 linear feet of 12-inch-diameter PVC pipe for the project was advertised four times in the Bakersfield Californian and bid documents were distributed to nine interested parties.

**Underground Facilities and Turnouts:** The following field activities and/or research were conducted related to underground facilities:

- Engineering Department staff responded to 199 underground services alerts (USAs) during the month, eventually marking a total of 6.75 miles of District pipelines.
- Staff worked with the O&M Department to locate and expose the 7P-4 Lateral isolation valve, which was covered with asphalt.
- A field meeting was held with Camarillo Drilling in preparation for their planned installation of a fiberoptic cable that will involve multiple District pipeline crossings in the 7P, 8P, 8G, and 9G areas.
- Field inspections were made while contractors constructed the following on behalf of District Water Users:
  - A new 8-inch-diameter PVC pipeline that crossed the 7P-5 Lateral in two places
  - A new 8-inch-diameter PVC irrigation pipeline that crossed the 7P-4 Lateral

### **Maps and Records:**

- Redline edits were made to as-built drawings of the District's distribution system to reflect new irrigation pipelines as described above.
- All 2023 laboratory analytical reports were added to the District's water quality database.

### **2023 Fall Crop Survey:**

- Field surveys continued during November to document fall crop changes.
- One interesting preliminary observation this year was that roughly 6,000 acres of nut trees have been pushed and removed since last year at this time.

**2023 Fall Groundwater Level Survey:** Several wells that were found pumping in October were revisited during November, concluding the 2023 fall water level survey. Water level readings from the fall survey were then entered into the District's database.

**Corrosion Protection:** Cathodic potentials were measured at nine rectifier stations and minor adjustments were made to rectifier voltage as needed.

**Annual Maintenance Inspections:** A number of facilities were inspected during annual maintenance in November with the following observations:

Facility	Findings
Hydropneumatic (HP) tank at the 5P-P3 Pumping Plant	The tank interior, which was recoated in 2018, was found to be in excellent condition with no sign of deterioration; all cathodic protection system equipment was found intact. The reference cell was repositioned to guarantee its submersion.
Stand tank at the 5P-P3 Pumping Plant	The original bituminous coating was observed to be badly deteriorated and lacking adhesion, but all cathodic protection system equipment was found to be in order.

**ACWA Groundwater Committee:** The committee met on November 29<sup>th</sup> in Indian Wells.

- Paul Gosselin, DWR Deputy Director of SGM, made a presentation in which he cited a recent Pacific Policy Institute estimation that at least 500,000 acres of California agricultural land may need to be fallowed to meet SGMA goals.
- Soren Nelson, ACWA State Relations Advocate, said we still don't know what probationary hearings will look like for basins with inadequate SGMA plans.
- Nelson also made broad reference to ACWA's efforts to respond to SWRCB's staff report on the Tule Lake Subbasin, saying that the State Board should not expand the scope of SGMA beyond current statute.

**ACWA Energy Committee:** The committee met on November 29<sup>th</sup>. The meeting was informative, consistent with prior sessions, but there were no action items. This year, the committee has focused on three main topics:

- Grid reliability
- The Advanced Clean Fleet Rule, or ACF, which will require government agencies (and others) to start buying electric fleet vehicles beginning in 2024
- The transition to the Net Billing Tarriff (NBT), sometimes called NEM 3.0, for commercial solar projects

**Meetings Attended:**

- November 7 KCWA Operations Conference Call
- November 8 Water Association of Kern County
- November 14 KCWA Operations Conference Call
- November 21 KCWA Operations Conference Call
- November 28 ACWA Groundwater Committee
- November 28 ACWA Energy Committee
- November 28 ACWA Agricultural Committee









## District Well Status Summary

As of December 8, 2023

Well Name	Status / Description of the Problem	Most Recent Activity	Next Planned Activity
<b>Currently in Running Condition</b>			
 <p>WRM7</p>	Currently off. SWL was 497' on 10/17/23	Redevelopment was completed 2/16/2023. FPI completed installing a new Flowise-made pump unit rated 950 gpm at 910' TDH 3/17/2023. Tested 5/17/2023 and found to produce 1007 gpm with 250' of drawdown.	
 <p>PA-1</p>	Currently off. SWL was 705' on 11/17/2023.	Tested 2/27/2023; found to produce 960 gpm with 21' of drawdown at good efficiency. New pump assembly rated 1007 gpm at 887' TDH was installed 6/28/2021.	
 <p>#A1</p>	Currently off. SWL was 664' on 11/1/2023.	Tested 11/8/2023 and found to produce 1500 gpm with 60' of drawdown at 77% efficiency. Motor was repaired and placed back in service 7/7/2021.	
 <p>#A2</p>	Currently off. Returned to service 11/14/2023. Known to have a dogleg in the borehole at about 760' of depth. SWL was 626' on 11/13/2023.	Tested 11/14/2023 and found to produce 420 gpm with 74' of drawdown at 72% efficiency. L.O. Lynch completed installation of a new submersible electric pump and motor unit on 10/12/2023 (Goulds 7CHC, 8-stage pump plus 150-hp, 3600-rpm electric motor).	
 <p>#A4</p>	Currently off. SWL was 585' on 11/15/23.	Tested 2/28/2023; found to produce 690 gpm at 33' of drawdown but at relatively low (57%) efficiency. New bowl assembly rated 800 gpm was installed 2/22/2021. Placed back in service 4/13/2021.	
 <p>#B1</p>	Currently off. SWL was 740' on 11/15/2023.	Tested 2/28/2023 and found to produce 880 gpm with 22' of drawdown at 67% efficiency. New pump assembly (rated 1005 gpm at 868') installed 6/17/2021.	
 <p>#B2</p>	Currently off. SWL was 779' on 11/15/2023.	Redevelopment was completed 2/2/2023. On 3/2/2023 FPI completed installing a new Simflo-made pump unit rated at 950 gpm at 900' TDH. Tested 5/17/2023 and found to produce 974 gpm with 96' of drawdown.	
 <p>#C1</p>	Currently off. SWL was 636' on 11/15/2023.	Tested 2/23/2023 and found to produce 1425 gpm with 25' of drawdown at 61% efficiency. Shock treated with chlorine 7/25/2022.	
 <p>#C2</p>	Currently off. SWL was 589' on 11/15/2023.	Tested 2/27/2023 and found to run at 860 gpm with 18' of drawdown at 61% efficiency.	

## District Well Status Summary

As of December 8, 2023

Well Name	Status / Description of the Problem	Most Recent Activity	Next Planned Activity
<b>Currently in Running Condition</b>			
 <p>#C3</p>	Currently off. Placed back in service 11/1/2023. SWL was 587' on 11/15/2023.	Tested 11/1/2023 and found to run very smoothly, producing 840 gpm with 9' of drawdown at good (71%) pump efficiency. L.O. Lynch completed installation of Goulds-made 12CLC, 13-stage pump assembly rated at 775 gpm 10/12/2023.	
 <p>#C5</p>	Currently off. SWL was 570' on 11/15/2023.	Tested 2/21/2023; found to produce 1,565 gpm with 45' of drawdown at excellent (76%) overall plant efficiency. PG&E energized the transformer 9/2/2022.	
 <p>#C6</p>	Currently off. SWL was 725' on 11/15/2023.	Tested 2/27/2023; found to produce 1510 gpm at 104' of drawdown. A long-standing phase imbalance issue (i.e., low amperage on one leg) was partly resolved by PG&E in late July 2021.	
<b>Out of Service</b>			
 <p>6P-P2</p>	Off line for excessive drawdown. Appears to be even more clogged than it was in 2018. Has a new Simflo SR10C-20-stage pump ass'bly, but found to draw down to 1000' at 100-200 gpm 3/15/2021. SWL was 490' on 10/9/2023.	Listed in the SOKR GSP as a SGMA water level monitoring well.	Should probably remain unequipped until a substitute monitoring well can be found. It is likely that any viable option to improve the well will involve significant expense for little water.
 <p>7P-P2</p>	Currently unequipped. Shut down 7/9/2018 for vibration and low PWL (926') and a sudden loss of flow rate. Pump removed 8/13/2018. Upon inspection, impellers showed clear signs of cavitation. SWL was 609' on 10/12/2023.	Listed in the SOKR GSP as a SGMA water level monitoring well.	Should probably remain unequipped until a substitute monitoring well can be found.
 <p>PB-1</p>	All of the old column pipe was removed 3/23/2022. Part of the old pump assembly was also removed, but the bottom eight pump stages broke off and the hole remains full of sand fill below 785' of depth. SWL was 687' on 4/27/22.	Kaweah Pump air lifted approx. 2-3 feet of sand on 10/22/2022 before encountering a hard obstruction at 785'. Video logged 10/26/2022, revealing only a sandy bottom; nothing could be seen sticking up.	The chances of removing the stuck bowls are very small. Nevertheless, the site location is very favorable and it is recommended that the well be properly abandoned by grouting and that a replacement well be drilled in 2023.
 <p>#A3</p>	Began pumping sand and gravel on 4/21/2016. Video logged on 7/27/2016 and again 11/2/2016. A large casing split measuring up to 5" wide x 20' long was seen at 613' of depth together with 240' of sand fill.	Per advice of the GW Committee, staff began pursuing replacement of this well in June 2021. GEI Consultants was retained to assist in August 2021. So far, GEI has focused work on investigating local conditions, drafting bid documents, and developing a well design.	It is recommended that this well be covered to a monitoring well and that a replacement well be drilled in 2023.
 <p>#C4</p>	Failed 4/17/04. Equipment stuck down hole. Suspect collapsed casing at about 120'.	Same as above.	The hole should be properly abandoned by grouting. It is believed that it may not be economic to replace this well due to the limited pumping season in C Reach of the 850 Canal. Moreover, the site is located within one half mile of two active District wells.

## CLIMATOLOGICAL DATA FOR GREENLEE'S PASTURE

Parameter	11/1/2023	Since 10/01/2023	Days Occurred in November
Maximum Temperature	84°	101°	6th
Minimum Temperature	31°	38°	27th
No. Days at or over 100° F	0	1	N/A
No. Days at or under 32° F	1	1	27th
Precipitation (inches)	0	0.37	N/A
Evaporation (inches)	3.29	8.45	----
Wind Run	1,769	3,281	----

## STORAGE IN MAJOR RESERVOIRS (Acre-Feet)

Reservoir	Capacity	Storage at End of November	
		2022	2023
Shasta	4,552,000	1,398,822	3,074,654
Oroville	3,538,000	964,419	2,330,433
San Luis (Total)	2,028,000	514,265	1,149,651
San Luis (State Share)	1,062,000	(a) 323,788	441,616
Folsom	977,000	246,697	483,222
Isabella	361,250	(b) 38,740	204,247
Millerton	520,000	294,700	180,831
<b>TOTALS</b>	<b>11,976,250</b>	<b>3,457,643</b>	<b>7,423,038</b>

(a) The San Luis (State Share) is included in San Luis (Total) but not included in total capacity or storage.

(b) US Army Corps Of Engineers' authorized capacity = 568,075 AF on May 1, 170,000 AF November 1 - January 1

NR Not reported as of this publication

# **OPERATIONS AND MAINTENANCE ACTIVITIES (G. LOVELESS)**

**November 2023**

## **Safety/Administrative Training**

Safety Meeting on *Code of Safe Practices, Safe Driving.*

## **Field/System Maintenance**

- Repaired gearhead on 7G-4 lateral mainline valve.
- Applied pre-emergent herbicide in various pumping plant yards.
- Completed lighting project in District Maintenance yard. Trenched and installed conduit for electric security gate and constructed new security pole gates at each entry point.
- Disced weeds in Spill Basin.
- Replaced suction valve on unit #1, 7P-P3.
- Installed isolation valve under turnout 8G30.
- Replaced access door on WRM-8 manifold.
- Replaced gravel WRM-8 ,7P-P3 ,4P-P2.
- Pulled WRM-9 screen for repair.

## **Pipeline Repair**

- 11/28/23, 1700 hours – Leak reported 6P-D lateral. The mainline valve had to be replaced and leak repair is scheduled to be completed in December.
- 11/14/23 – Replaced mainline valve for 8G-1 lateral. Work was completed 11/15/23.

## **Power Outage**

11/15/23, 0900 hours - Scheduled power outage 15G-P1, 15G-P2, and WRM-9. Service restored at 1830 hours.

## **Annual Maintenance**

- WRM-6, 6P-P2 – Drained 10/28/23, completed 11/4/23.
- WRM7, 7P-P2, 7P-P3 – Drained 11/05/23, completed 11/09/23.
- WRM-8, 8P-P2 – Drained 11/12/23, completed 11/17/23.
- WRM-5, 5P-P2, 5P-P3, 5P-P4 – Drained 11/26/23 scheduled to be completed in December.

## **SCADA Communication Failure**

- 11/3/23, 2215 hours - Radio reset PB-1.
- 11/4/23, 1105 hours - Radio reset WRM-7.
- 11/6/23, 0400 hours - Radio reset PA-1, PA-2.
- 11/8/23, 1730 hours - Radio reset WRM-10.
- 11/8/23, 1900 hours - Radio reset WRM-7, 7P-P2, 7P-P3.
- 11/12/23, 2155 hours - Radio reset WRM-7.
- 11/16/23, 2300 hours - Radio reset 3P-P2.
- 11/17/23, 0850 hours - Radio reset WRM-6, 6P-P2.
- 11/18/23, 1100 hours - Radio reset WRM-7.
- 11/19/23, 1630 hours - Radio reset WRM-7.
- 11/29/23, 2330 hours - Radio reset WRM-7, 7P-P2, 7P-P3.
- 11/30/23, 1245 hours - Radio reset WRM-7, 7PP2, 7P-P3

## **Pump/Electrical**

- Pump fail, 3P-P2 unit #1. Heaters were reset, amps were checked, and unit was returned to service.
- Removed old, unused wiring from all motor control panels in 5 system.
- 5P-P2 unit #6 - Installed rebuilt pump and new motor. Unit was returned to service.

- 5P-P3 - Air compressor running continuously. Checked gem switches, flushed air canisters, and returned to service.
- WRM-8 - Ongoing SCADA comm fails. Worked with Tesco technicians to resolve.
- Heating unit not working at District office. Reset earthquake solenoid and returned to service.
- Replaced brass ends on multiple depth sounding units for Engineering Department.
- Recorded voltage and amp readings for new submersible pumps at A1 and A2 wells.

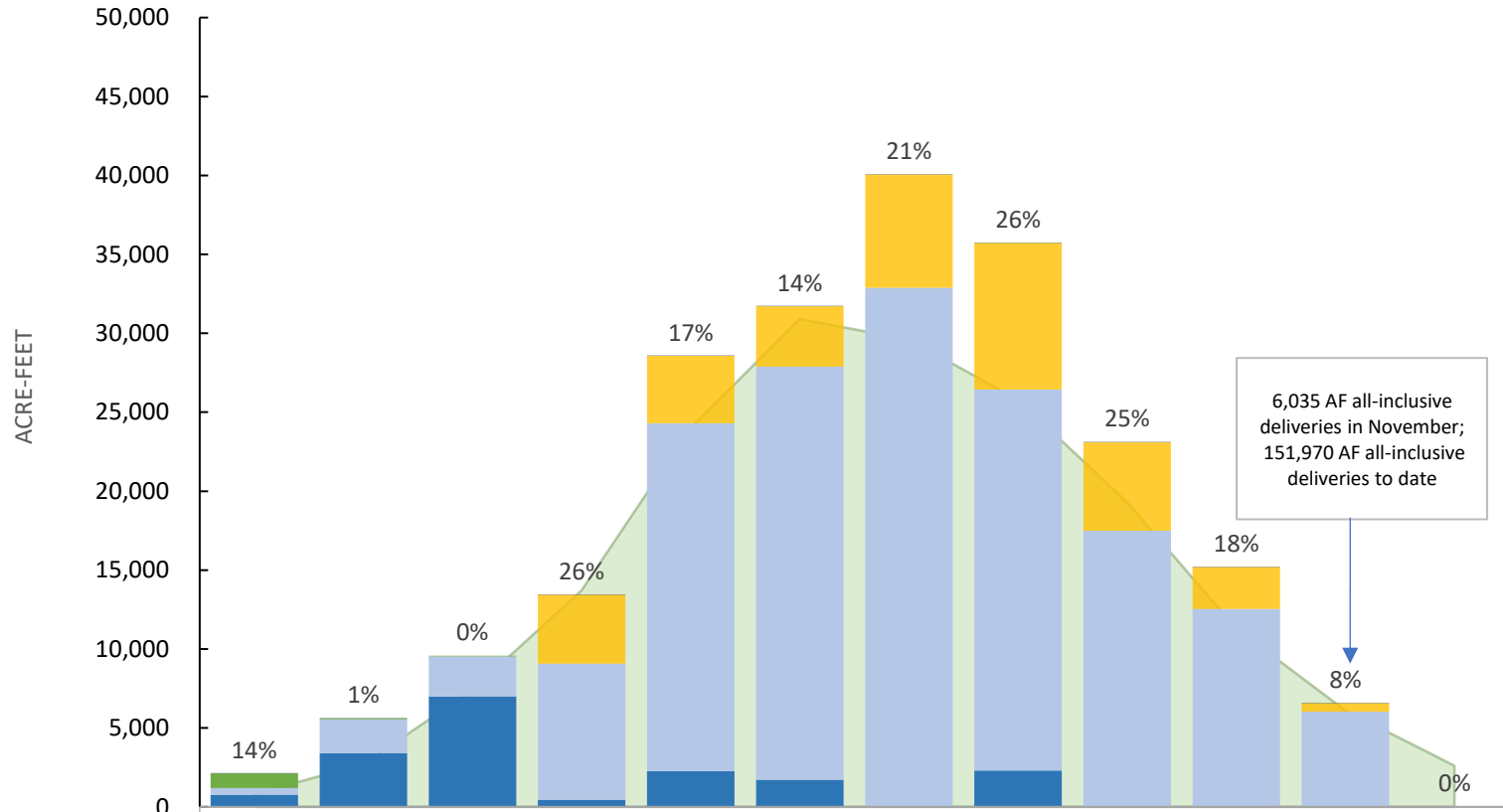
### **Equipment Maintenance**

Nine regular vehicle services.

- Unit #376 had wheel seals replaced and air system repaired.
- Unit #140 had transmission serviced and thermostat replaced.
- Unit #145 had the A/C condenser replaced.
- Unit #147 had fuel tank and fill pipe replaced.
- Unit #803 had eight wheel studs replaced.

Current gasoline bulk purchase prices for the District are \$3.81 per gallon for gasoline and \$4.14 per gallon for diesel.

## IN-DISTRICT WATER DEMANDS AND SURFACE WATER DELIVERIES THROUGH November 2023



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
■ Typical average SW demand (AF)	800	2,700	7,400	13,700	24,000	30,900	29,600	25,800	19,300	11,300	6,100	2,600
■ Est. % of crop water dem. from GW	14%	1%	0%	26%	17%	14%	21%	26%	25%	18%	8%	0%
■ Est. add'l landowner GW pumping (AF)	0	0	0	4,379	4,278	3,827	7,181	9,299	5,608	2,666	535	0
■ User Input GW Incl. District Wells (AF)	925	67	46	0	0	0	0	0	0	0	0	0
■ District Non-GW Deliveries (AF)	432	2,137	2,526	8,629	22,024	26,177	32,886	24,137	17,495	12,530	6,035	0
■ Effective Precipitation (AF)	763	3399	7002	438	2269	1713	0	2293	0	0	0	0



## Wheeler Ridge-Maricopa Water Storage District

*(Includes water from the State Water Project, banking projects, District wells, and User input.)*

### Monthly Deliveries in Acre-Feet

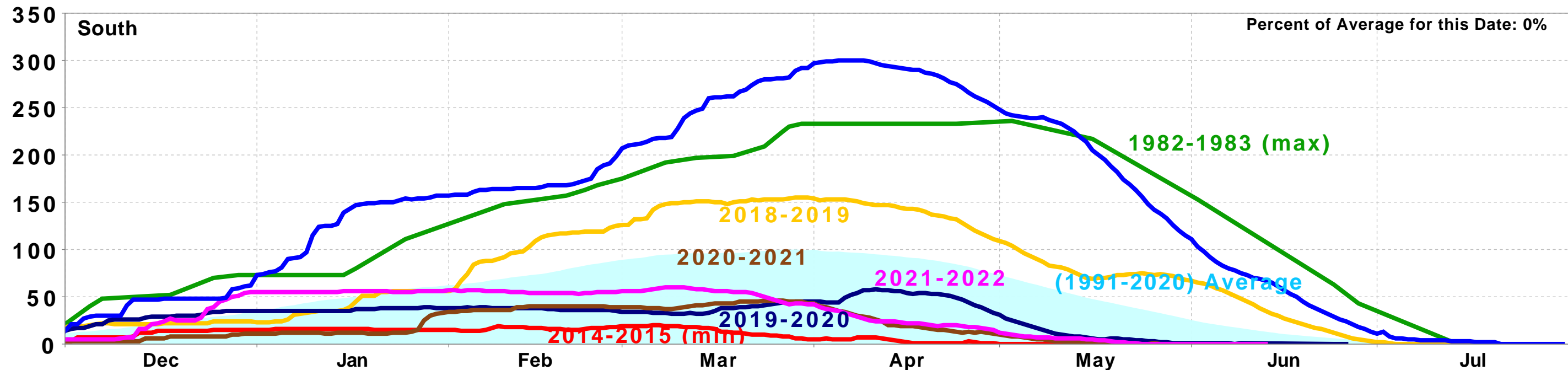
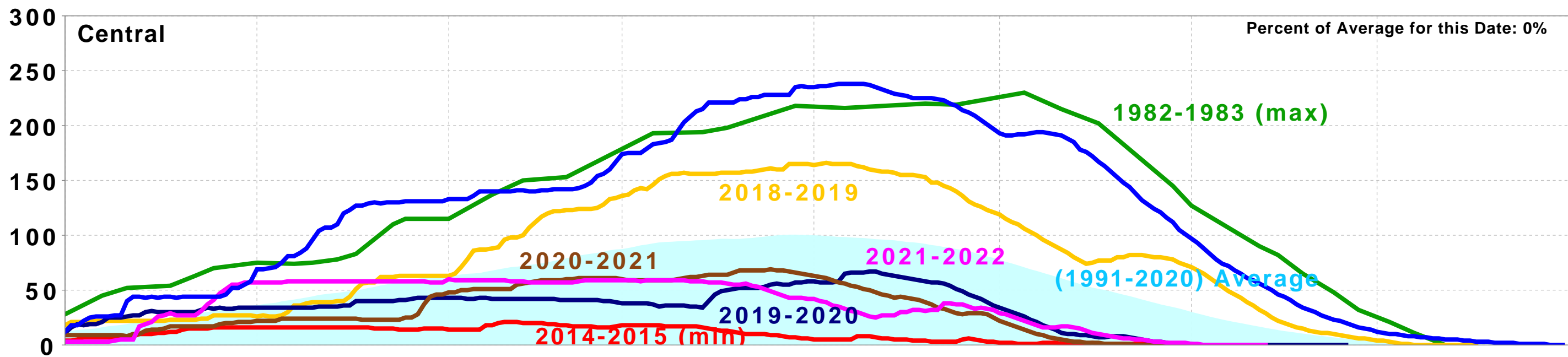
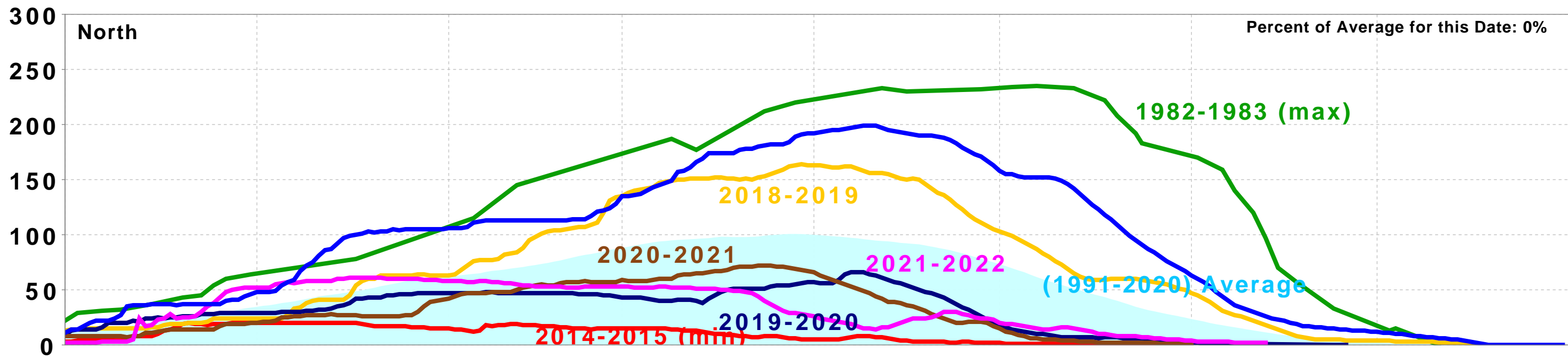
Month	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017*	2018	2019	2020	2021	2022	2023
January	1,962	5,258	1,615	1,265	894	1,613	6,108	2,213	3,367	2,210	1,223	2,425	1,785	3,055	1,386	1,785	1,094	1,357
February	7,588	7,269	6,933	2,952	3,440	5,333	8,128	6,387	6,380	4,666	3,077	1,454	7,704	1,667	4,641	4,188	4,131	2,204
March	9,315	12,557	12,392	10,151	8,440	7,938	10,696	10,695	9,627	10,157	10,218	8,184	3,174	5,494	5,170	6,838	6,387	2,572
April	10,572	15,665	17,770	17,717	12,966	13,935	10,521	16,999	13,994	17,102	13,133	14,731	13,500	14,824	7,084	13,797	11,546	8,606
May	20,700	25,488	24,384	24,151	20,664	21,545	23,320	25,754	23,317	20,936	21,496	25,759	21,858	16,441	20,278	19,202	17,606	21,338
June	26,542	29,940	27,348	26,379	29,411	27,534	29,261	29,894	25,128	24,540	29,390	32,629	28,802	27,146	24,279	26,995	23,445	25,453
July	29,107	28,394	29,661	30,156	32,124	29,719	28,259	28,599	23,476	21,401	29,546	33,290	28,233	30,633	26,042	26,560	23,709	32,167
August	25,078	21,817	22,680	22,153	23,873	24,461	25,027	24,554	17,490	18,220	26,948	26,639	26,029	27,793	22,464	18,539	17,855	23,440
September	16,897	13,924	16,050	17,453	18,335	17,923	16,678	17,090	15,244	14,908	15,452	17,376	17,705	18,343	15,043	13,169	12,837	16,813
October	9,033	9,385	10,797	11,953	8,156	12,343	13,075	13,440	13,394	10,715	11,135	14,974	13,896	12,444	10,551	7,351	7,179	11,992
November	5,438	5,609	6,093	5,669	5,872	4,699	4,895	6,485	5,412	4,862	4,957	5,351	5,867	6,300	5,171	2,689	3,190	6,035
December	4,788	7,424	3,245	2,739	2,515	6,315	3,354	6,615	4,231	3,055	2,520	4,449	4,626	5,266	3,796	1,569	1,557	

### Accumulated Monthly Deliveries in Acre-Feet

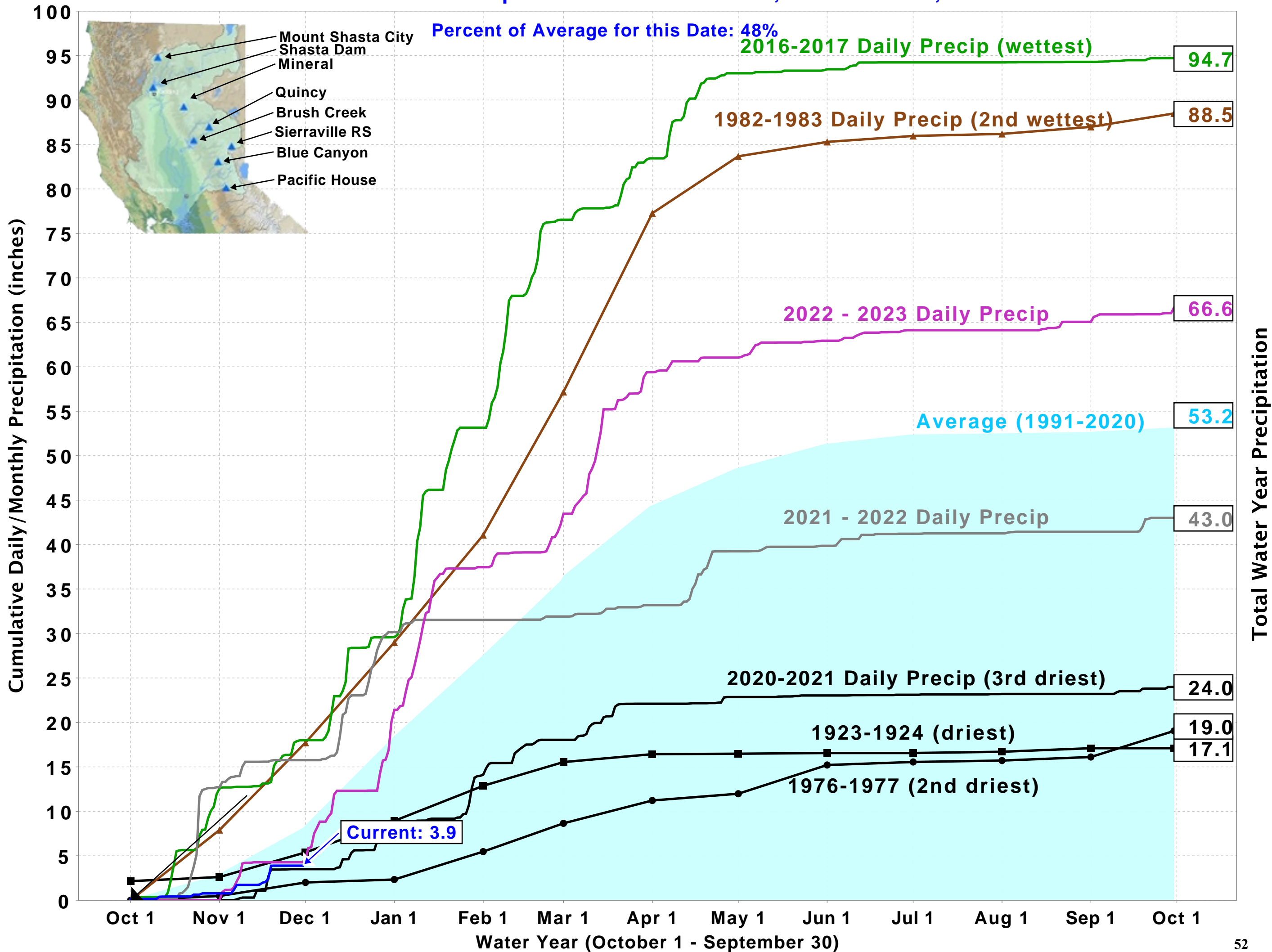
Month	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	1,962	5,258	1,615	1,265	894	1,613	6,108	2,213	3,367	2,210	1,223	2,534	1,785	3,055	1,386	1,785	1,094	1,357
February	9,550	12,527	8,548	4,217	4,334	6,946	14,236	8,600	9,747	6,876	4,300	3,879	9,489	4,722	6,027	5,973	5,225	3,561
March	18,865	25,084	20,940	14,368	12,774	14,884	24,932	19,295	19,373	18,191	14,518	12,063	12,663	10,216	11,197	12,811	11,612	6,132
April	29,437	40,749	38,710	32,085	25,740	28,819	35,453	36,294	33,367	35,293	27,651	26,794	26,163	25,040	18,281	26,608	23,158	14,738
May	50,137	66,237	63,094	56,236	46,404	50,364	58,773	62,048	56,684	55,071	49,147	52,553	48,021	41,481	38,559	45,810	40,764	36,076
June	76,679	96,177	90,442	82,615	75,815	63,014	88,034	91,942	81,812	79,611	78,537	85,182	76,823	68,627	62,838	72,805	64,209	61,529
July	105,786	124,571	120,103	112,771	107,939	107,617	116,293	120,541	105,288	101,012	108,082	118,472	105,056	99,260	88,880	99,365	87,918	93,696
August	130,864	146,388	142,783	134,924	131,812	132,078	141,320	145,096	122,778	119,232	135,030	145,111	131,085	127,053	111,344	117,904	105,773	117,136
September	147,761	160,312	158,833	152,377	150,147	150,001	157,998	162,186	138,022	134,140	150,482	162,487	148,790	145,396	126,387	131,073	118,610	133,950
October	156,794	169,697	169,630	164,330	158,303	162,344	171,073	175,626	151,416	144,855	161,617	177,461	162,686	157,840	136,938	138,424	125,789	145,941
November	162,232	175,306	175,723	169,999	164,175	167,043	175,968	182,111	156,828	149,717	166,574	182,812	168,553	164,140	142,109	141,113	128,979	151,976
December	167,020	182,730	178,968	172,738	166,690	173,358	179,322	188,726	161,059	152,772	169,094	187,261	173,179	169,406	145,905	142,682	130,536	
SWP Allocation%	100%	60%	35%	40%	50%	80%	65%	35%	5%	20%	60%	85%	35%	75%	20%	5%	5%	100%
SWP Allocation (AF)	197,088	118,253	68,981	78,835	98,544	157,670	128,107	68,981	9,854	39,418	118,253	167,525	68,981	147,816	39,418	9,854	9,854	197,088

7 a/f difference

# California Snow Water Content, November 30, 2023, Percent of April 1 Average



# Northern Sierra Precipitation: 8-Station Index, November 30, 2023



WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT  
**2024 WATER SUPPLY/DEMAND ESTIMATE**  
 As of Dec 01, 2023

Capacity Values in acre-feet	10% SWP ALLOCATION		40% SWP ALLOCATION		100% SWP ALLOCATION	
	Supply	Shortage or (Excess)	Supply	Shortage or (Excess)	Supply	Shortage or (Excess)
Sacramento Valley Water Year Index (40-30-30)						
Probability of Exceedance						
Assumptions						
<b>Estimated Demand</b>						
-- WRMWSD in-District deliveries (b)		181,200		181,200		181,200
-- less demands over the CAW		-		-		-
-- Common Landowner Transfer from WRM		-		-		-
-- Actual Groundwater Recharge		-		-		-
-- SWP Table A Banking Deliveries		-		-		-
Total Estimated Demand		181,200		181,200		181,200
<b>Surface Supplies</b>						
SWP Table A Entitlement	197,088	19,709 161,491	78,835 102,365	197,088 (15,888)		
<b>SWP Supply</b>		<b>19,709 10%</b>	<b>78,835 40%</b>	<b>197,088 100%</b>		
Lyndal Water	-	- 161,491	- 102,365	- (15,888)		
<b>Supplemental 1 Supplies - District</b>						
District Carryover (estimate)	17,459	17,459 144,032	17,459 84,906	17,459 (33,347)		
Long Term- Butte County **	15,800	- 144,032	1,705 83,201	4,261 (37,608)		
Long Term- Western Hills Water District**	8,000	298 143,734	1,192 82,009	2,980 (40,588)		
Long Term- Mojave Water Agency**	25,000	- 143,734	5,394 76,615	6,743 (47,331)		
Long Term- Palmdale Water District **	8,000	- 143,734	- 76,615	2,158 (49,488)		
Kern Water Bank - estimate to date (c)	-	- 143,734	- 76,615	- (49,488)		
Kern Water Bank - estimated through end of year	45,000	12,366 131,369	4,373 72,242	- (49,488)		
Pioneer Project - estimate to date (c)	-	- 131,369	- 72,242	- (49,488)		
Pioneer Project - estimated through end of year	15,000	- 131,369	- 72,242	- (49,488)		
District & BRID Wells - actual	7,000	7,000 124,369	7,000 65,242	- (49,488)		
District & BRID Wells - estimated through EOY	-	- 124,369	- 65,242	- (49,488)		
Berrenda Mesa Project - estimate to date (c)	-	- 124,369	- 65,242	- (49,488)		
Berrenda Mesa Project - estimated thru end of year	3,000	- 124,369	- 65,242	- (49,488)		
<b>Supplemental 1 Water Capacity</b>	<b>144,259</b>					
<b>DISTRICT ALLOCATION (b)</b>		<b>56,832 28.30%</b>	<b>115,958 57.74%</b>	<b>230,688 114.87%</b>		
		<b>0.80 AF/Alloc Ac</b>	<b>1.63 AF/Alloc Ac</b>	<b>3.25 AF/Alloc Ac</b>		
<b>Supplemental Supplies - Water User</b>						
Water User - Carryover from 2023 (estimate)	10,041	10,041 114,328	10,041 55,201	10,041 (59,529)		
Kern Water Bank Second Priority - estimate to date (Recharge)/Recover	-	- 114,328	- 55,201	- (59,529)		
Kern Water Bank Second Priority - estimated through EOY	-	- 114,328	- 55,201	- (59,529)		
User Input - actual	-	- 114,328	- 55,201	- (59,529)		
User Input - estimated through EOY	-	- 114,328	- 55,201	- (59,529)		
Landowner Transfer	-	- 114,328	- 55,201	- (59,529)		
Available Supply		66,872	125,999	240,729		
Estimated Demand		181,200	181,200	181,200		
Shortage (Excess)		114,328	55,201	(59,529)		


\*\* WSS Deal

(b) Based upon estimated average deliveries. Lyndal Water not yet calculated.

(c) Based on KCWA daily Summary of Water Supply Rights

WATER IN STORAGE @	8-Dec-23
LOCATION	AF
Kern Water Bank	
District	201,077
Water User 2nd Priority	35,397
<b>KWB Tot</b>	<b>236,474</b>
KCWA	41,009
In-District	23,452
SemiTropic	7,500
<b>TOTAL KERN FAN</b>	<b>308,435</b>
<b>PRELIMINARY</b>	

**NOTICE TO STATE WATER PROJECT CONTRACTORS****Date: December 1, 2023****Number: 23-09****Subject: State Water Project Initial 2024 Allocation of 10 Percent**

**From:**   

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**Ted Craddock**  
**Deputy Director, State Water Project**  
**Department of Water Resources**

Water year 2023 provided much-needed relief following three of the most severely dry years on record. However, water year 2024 is off to a slow start with precipitation amounts at about half of average in October and November. To make the initial 2024 allocation, the Department of Water Resources (DWR) forecasts what water supplies will be available if the current dry pattern continues through the remainder of the water year 2024. As a result, DWR is initially allocating 10 percent of most State Water Project (SWP) contractors' requested Table A amounts for 2024, as shown in Attachment A – 2024 SWP Allocation. The dry start to this year is a reminder that we must continue to prepare for swings between wet and dry conditions.

To determine the available SWP water supplies, DWR considers factors including SWP contractors' anticipated 2023 carryover supplies into 2024, projected 2024 demands, existing storage in SWP conservation facilities, estimates of future runoff, SWP operational and regulatory requirements from the Federal Endangered Species Act and California Endangered Species Act, and water rights obligations under the State Water Resources Control Board's authority. DWR may revise the SWP allocation if hydrologic conditions change.

DWR will develop the 10-percent water delivery schedules by prorating the 15-percent schedules submitted by the Contractors in October 2023 (as part of initial requests) with any subsequent updates. If a contractor foresees any changes to their water delivery schedule, please communicate such changes to DWR in a timely manner.

If you have any questions or need additional information, please contact John Leahigh, Assistant Division Manager, Water Management, SWP Division of Operations and Maintenance, at (916) 902-9876.

Attachment A: 2024 SWP Allocation

Attachment A  
2024 STATE WATER PROJECT ALLOCATION  
Initial  
December 1, 2023

SWP Contractors	Maximum Table A Amount (Acre-Feet)	Initial Table A Request Amount (Acre-Feet)	Approved Table A Allocation (Acre-Feet)	Approved Allocation as a Percentage of Initial Request
	(1)	(2)	(3)	(4) = (3)/(2)
<b><u>FEATHER RIVER</u></b>				
County of Butte	27,500	27,500	4,000	~ 15%
Plumas County FC&WCD	2,700	2,700	270	10%
City of Yuba City	9,600	9,600	1,440	15%
<b>Subtotal</b>	<b>39,800</b>	<b>39,800</b>	<b>5,710</b>	
<b><u>NORTH BAY</u></b>				
Napa County FC&WCD	29,025	29,025	4,354	15%
Solano County WA	47,756	47,756	7,164	15%
<b>Subtotal</b>	<b>76,781</b>	<b>76,781</b>	<b>11,518</b>	
<b><u>SOUTH BAY</u></b>				
Alameda County FC&WCD, Zone 7	80,619	80,619	8,062	10%
Alameda County WD	42,000	42,000	4,200	10%
Santa Clara Valley WD	100,000	100,000	10,000	10%
<b>Subtotal</b>	<b>222,619</b>	<b>222,619</b>	<b>22,262</b>	
<b><u>SAN JOAQUIN VALLEY</u></b>				
Oak Flat WD	5,700	5,700	570	10%
County of Kings	9,305	9,305	931	10%
Dudley Ridge WD	41,350	41,350	4,135	10%
Empire West Side ID	3,000	3,000	300	10%
Kern County WA	982,730	982,730	98,273	10%
Tulare Lake Basin WSD	87,471	87,471	8,748	10%
<b>Subtotal</b>	<b>1,129,556</b>	<b>1,129,556</b>	<b>112,957</b>	
<b><u>CENTRAL COASTAL</u></b>				
San Luis Obispo County FC&WCD	25,000	25,000	2,500	10%
Santa Barbara County FC&WCD	45,486	45,486	4,549	10%
<b>Subtotal</b>	<b>70,486</b>	<b>70,486</b>	<b>7,049</b>	
<b><u>SOUTHERN CALIFORNIA</u></b>				
Antelope Valley-East Kern WA	144,844	144,844	14,485	10%
Santa Clarita Valley WA	95,200	95,200	9,520	10%
Coachella Valley WD	138,350	138,350	13,835	10%
Crestline-Lake Arrowhead WA	5,800	5,800	580	10%
Desert WA	55,750	55,750	5,575	10%
Littlerock Creek ID	2,300	2,300	230	10%
Metropolitan WDSC	1,911,500	1,911,500	191,150	10%
Mojave WA	89,800	89,800	8,980	10%
Palmdale WD	21,300	21,300	2,130	10%
San Bernardino Valley MWD	102,600	102,600	10,260	10%
San Gabriel Valley MWD	28,800	28,800	2,880	10%
San Geronio Pass WA	17,300	17,300	1,730	10%
Ventura County WPD	20,000	20,000	2,000	10%
<b>Subtotal</b>	<b>2,633,544</b>	<b>2,633,544</b>	<b>263,355</b>	
<b>TOTAL</b>	<b>4,172,786</b>	<b>4,172,786</b>	<b>422,851</b>	<b>10%</b>



**Item 8.2.b.**

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT  
**2023 WATER SUPPLY/DEMAND ESTIMATE**  
 As of Dec 01, 2023

	Capacity Values in acre-feet	04/20/2023 DWR ALLOCATION	
		Supply	Shortage or (Excess)
Sacramento Valley Water Year Index (40-30-30)		<b>Wet</b>	
Probability of Exceedance			
Assumptions		100% Allocation	
<b>Estimated Demand</b>			
-- WRMWSD in-District deliveries (b)			181,200
-- less demands over the CAW			-
-- Common Landowner Transfer from WRM			-
-- Actual Groundwater Recharge			-
-- SWP Table A Banking Deliveries			-
Total Estimated Demand			181,200
<b>Surface Supplies</b>			
SWP Table A Entitlement	197,088	197,088	(15,888)
Article 21 In-district deliveries	5,991	5,991	(21,879)
KR Lower River Water	9,855	9,855	(31,734)
<b>SWP Supply</b>		<b>212,934</b>	<b>109%</b>
Lyndal Water	-	-	(31,734)
Lower River Water Banking deliveries	90,794	90,794	(122,528)
Article 21 Banking deliveries	6,411	6,411	
<b>Supplemental 1 Supplies - District</b>			
District Carryover (estimate)	13,611	13,611	(45,345)
Long Term- Butte County **	14,000	3,776	(49,121)
Long Term- Western Hills Water District**	8,000	2,980	(52,101)
Long Term- Mojave Water Agency**	25,000	6,743	(58,843)
Long Term- Palmdale Water District **	8,000	2,079	(60,922)
Kern Water Bank - estimate to date (c)	1,225	1,225	(62,147)
Kern Water Bank - estimated through end of year	-	-	(62,147)
Pioneer Project - estimate to date (c)	350	350	(62,497)
Pioneer Project - estimated through end of year	-	-	(62,497)
District & BRID Wells - actual	-	-	(62,497)
District & BRID Wells - estimated through EOY	-	-	(62,497)
Berrenda Mesa Project - estimate to date (c)	173	173	(62,670)
Berrenda Mesa Project - estimated thru end of year	-	-	(62,670)
<b>Supplemental 1 Water Capacity</b>	<b>70,359</b>		
<b>DISTRICT ALLOCATION (b)</b>		<b>243,870</b>	<b>121.44%</b>
		<b>3.43</b>	<b>AF/Alloc Ac</b>
<b>Supplemental Supplies - Water User</b>			
Water User - Carryover from 2022 (estimate)	25,998	25,998	(88,668)
User Input - actual	1,443	1,443	(90,111)
User Input - estimated through EOY	-	-	(90,111)
Landowner Transfer	-	-	(90,111)
Available Supply		245,313	
Estimated Demand		181,200	
Shortage (Excess)		(64,113)	

\*\* WS5 Deal

(b) Based upon estimated average deliveries. Lyndal Water not yet calculated.

(c) Based on KCWA daily Summary of Water Supply Rights

WATER IN STORAGE @	6-Dec-23
LOCATION	AF
Kern Water Bank	
District	199,852
Water User 2nd Priority	35,397
<b>KWB Tot</b>	<b>235,249</b>
KCWA	40,486
In-District	23,452
SemiTropic	7,500
<b>TOTAL KERN FAN</b>	<b>306,687</b>
<b>PRELIMINARY</b>	
<b>SUBJECT TO REVISION</b>	

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT

MEMORANDUM

TO: Board of Directors  
 FROM: Eric McDaris, Water Resources Manager  
 DATE: December 11, 2023  
 SUBJECT: **2024 Carryover and Recharge Activities**

The District has delivered approximately 150,000 acre-feet and recharged an additional 206,000 acre-feet, as shown below:

Type	Banked	Delivered
Carryover	37,334	2,275
Article 21	17,933	4,641
Lower River	90,794	9,855
SWP	60,409	133,637

Recharge activities thus far have assumed that San Luis Reservoir would be full or nearly full by the end of the year, however, as was reported last month, there have been considerable changes to DWR’s projected SLR storage levels. Assuming recharge operations continue through the end of the year, staff currently anticipates approximately 25,000 acre-feet of total 2023-2024 carryover; if operations were halted today, total carryover would be approximately 32,000 acre-feet.

Hydrology has been slow to develop with the most recent *10-Day Quantitative Precipitation Forecast* showing only 1.5 inches of precipitation recorded in the Feather River Basin from November 28<sup>th</sup> through December 7<sup>th</sup>, and only an additional 0.3 inches expected over the next ten days (12% of normal). DWR’s most recent *Allocation Analysis for 2024* (attached), which included studies for the 90%, 50% and 25% probability of exceedances, shows that only under the 25% study does the 2024 SWP allocation exceed 50%, and under no scenario does SLR spill.

**Recommendation:** Given the potential for only a mid-level SWP allocation, it is conceivable that we may be relying on banked supplies to augment the allocation in 2024. Staff recommends that Kern Fan recharge operations be halted on December 31<sup>st</sup>, 2023, subject to conditions at that time and the discretion of the Engineer- Manager.

Attachments: Allocation Analysis for 2024  
 Filename: 8.2.b 2024 Carryover and Recharge Activities

**Allocation Analysis for 2024 (TAF)  
WY 2024 Initial Allocation Analysis Based on Nov Draft WSI**

	2023 Dec	2024												Total (MAF)	Possible Table A %
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
<b>25% (50% Fall) Exceedance NOD</b>		<b>SRI = 22.6</b>			<b>SVI, WYT = 10.0, W</b>			<b>SJI, WYT = 4.4, W</b>			<b>Possible 2024 Table A =</b>			<b>4.172</b>	<b>100%</b>
Oroville EOM Storage	2332	2788	2788	2950	3250	3522	3505	3085	2667	2387	2200	2157	2223		
Feather R. release (avg. cfs)	1756	4275	14252	12855	7203	2780	4974	7741	7514	6386	3936	1750	1756	-	
SWP Banks PP exports	261	497	361	180	227	312	340	408	385	335	272	227	204	3,748	
SWP San Luis EOM Storage	516	841	1062	1062	1062	1062	1042	1056	1062	1062	1062	1062	1062	-	
SWP Contractor Deliveries	258	138	134	129	188	278	344	380	372	327	287	257	235	3,069	
<b>25% (50% Fall) Exceedance SOD</b>		<b>SRI = 22.6</b>			<b>SVI, WYT = 10.0, W</b>			<b>SJI, WYT = 4.4, W</b>			<b>Possible 2024 Table A =</b>			<b>3.757</b>	<b>90%</b>
Oroville EOM Storage	2332	2788	2788	2950	3250	3522	3522	3132	2713	2436	2250	2207	2273		
Feather R. release (avg. cfs)	1756	4275	14252	12855	7203	2780	4692	7253	7530	6336	3919	1750	1756	-	
SWP Banks PP exports	261	137	187	278	81	195	177	408	409	394	409	397	265	3,337	
<i>Potential South of Delta Art. 21 Water Avail.</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0.000	
SWP San Luis EOM Storage	516	495	555	666	539	454	316	385	469	577	757	965	1062	-	
SWP Contractor Deliveries	258	124	120	116	168	245	298	326	315	278	244	218	200	2,652	
<b>50% (90% Fall) Exceedance NOD</b>		<b>SRI = 15.1</b>			<b>SVI, WYT = 7.6, BN</b>			<b>SJI, WYT = 3.1, BN</b>			<b>Possible 2024 Table A =</b>			<b>2.965</b>	<b>71%</b>
Oroville EOM Storage	2332	2602	2788	3000	3298	3453	3274	2766	2296	1976	1739	1651	1624		
Feather R. release (avg. cfs)	1756	1756	4277	5101	2185	1057	4907	7969	7774	6890	4082	1750	1756	-	
SWP Banks PP exports	261	460	331	166	231	33	176	408	409	395	205	137	195	3,146	
SWP San Luis EOM Storage	516	845	1061	1060	1059	782	612	622	626	682	653	568	587	-	
SWP Contractor Deliveries	258	107	108	116	193	276	332	386	397	332	251	251	208	2,957	
<b>50% (90% Fall) Exceedance SOD</b>		<b>SRI = 15.1</b>			<b>SVI, WYT = 7.6, BN</b>			<b>SJI, WYT = 3.1, BN</b>			<b>Possible 2024 Table A =</b>			<b>1.664</b>	<b>40%</b>
Oroville EOM Storage	2332	2602	2788	3000	3300	3454	3369	2862	2393	2073	1838	1750	1722		
Feather R. release (avg. cfs)	1756	1756	4277	5101	2152	1057	3344	7953	7758	6890	4050	1750	1756	-	
SWP Banks PP exports	261	114	111	115	32	33	84	408	409	395	203	138	130	2,172	
<i>Potential South of Delta Art. 21 Water Avail.</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0.000	
SWP San Luis EOM Storage	516	513	516	481	338	172	42	232	436	692	746	738	750	-	
SWP Contractor Deliveries	258	93	102	100	136	164	196	204	197	129	165	175	151	1,812	
<b>90% (90% Fall) Exceedance NOD</b>		<b>SRI = 8.2</b>			<b>SVI, WYT = 5.3, C</b>			<b>SJI, WYT = 2.0, C</b>			<b>Possible 2024 Table A =</b>			<b>0.712</b>	<b>17%</b>
Oroville EOM Storage	2190	2271	2382	2572	2670	2571	2296	1966	1716	1600	1450	1392	1395		
Feather R. release (avg. cfs)	1756	1756	1756	1743	2084	2179	4067	4066	3253	2857	2667	1245	1252	-	
SWP Banks PP exports	118	333	154	196	51	66	31	50	56	98	122	119	226	1,502	
SWP San Luis EOM Storage	363	598	664	739	666	587	491	416	367	402	485	571	784	-	
SWP Contractor Deliveries	258	75	81	71	83	109	110	109	94	53	54	63	44	0,947	
<b>90% (90% Fall) Exceedance SOD</b>		<b>SRI = 8.2</b>			<b>SVI, WYT = 5.3, C</b>			<b>SJI, WYT = 2.0, C</b>			<b>Possible 2024 Table A =</b>			<b>0.345</b>	<b>8%</b>
Oroville EOM Storage	2190	2271	2382	2572	2729	2630	2355	2021	1718	1600	1450	1392	1395		
Feather R. release (avg. cfs)	1756	1756	1756	1743	1092	2179	4067	4131	4115	2891	2667	1245	1252	-	
SWP Banks PP exports	118	103	103	107	68	66	31	54	109	99	123	119	148	1,130	
<i>Potential South of Delta Art. 21 Water Avail.</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0.000	
SWP San Luis EOM Storage	363	387	430	429	393	342	284	258	308	371	485	609	773	-	
SWP Contractor Deliveries	258	55	54	57	64	81	69	65	48	26	23	24	15	0,580	

**Assumptions for 2024 Allocation Analysis**

- Notes:**
- SWPAO's delivery files: 100% request for the 25% studies, 60% request for the NOD 50% study, 30% request for the SOD 50% study, and 15% request for the 90% studies.
  - All studies include 100% FRSA deliveries.
  - 25% SOD study follows ITP Condition 8.17 SWP export condition limited to 150 TAF export curtailment for spring outflow.
  - USFWS Fall X2 RPA criteria for Wet Water Year Type triggered in the 25% study.

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Eric McDaris

DATE: December 11, 2023

**SUBJECT: Reallocation of Portion of District Banking Supplies**

Staff have received multiple requests for Water Users to exercise their Second Priority rights at the Kern Water Bank (KWB). The District has continuously occupied the banking projects since recharge operations began in February, recharging both Water User carryover and supplies for the benefit of all Water Users. As no Second Priority capacity was available to Sub-Account participants, in addition to the 5% CAW carryover limit, Water Users contributed any excess supplies to the District pool, totaling approximately 40,000 acre-feet, with additional returns expected by the end of year.

While the District is under no obligation to make capacity available to Water Users, the Board has directed staff to make some volume of recharged supplies available to Water Users by subscription, to allow Water Users an opportunity to increase Sub-Account balances.

The District's Water In Storage (W.I.S.) is a vital asset during dry years, used to augment District allocations during water shortages. It should also be noted that during initial recharge operations in February-March, much of the District's recharge capacity was dedicated to banking Water User carryover (approximately 20,000 acre-feet) into Sub-Accounts. Historically, these supplies would have been forfeited to the District and banked in the District W.I.S. accounts for the benefit of all Water Users.

**Recommendation:** Staff recommends the Board authorize up to 15,000 acre-feet of previously banked District SWP supplies be made available to Water Users by subscription as an in-ground Sub-Account supply. Water Users will be responsible for all costs associated with banking the supply (including F.O. costs, variable costs, and any Second Priority administration costs) and must have an executed Second Priority Sub-Account Agreement on file with the District to be eligible for this supply. In the event the supply is oversubscribed, it will be allocated to subscribers pro rata.

Attachments: None  
Filename: 8.2.d Reallocation of Portion of District Banking Supplies

## ◀ WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT ▶

## MEMORANDUM

TO: Board of Directors

FROM: Sheridan Nicholas

DATE: December 11, 2023

**SUBJECT: Consider Approval of Energy Management Service Agreements with Atlas Storage, LLC**

The District has been in discussion for some time regarding a proposed project where the District could benefit by using large batteries that would provide power to certain District pumping plants at specific times, offsetting PG&E demand charges. Please find attached the proposed Energy Management Service Agreement (Agreement) between Atlas Storage, LLC and the District.

Preliminary estimates (based on assumed PG&E annual escalation rates of 7%) are annual savings beginning of approximately \$168,000 in Year 1 and increasing to \$466,000 in Year 20, with an accumulated savings of approximately \$5.9 million over the 20 year term of the agreement.

**Recommendation:** It is recommended that the Board authorize the Engineer-Manager to execute the Energy Management Services Agreement with Atlas Storage, LLC, subject to final approval of the Engineer-Manager and District counsel.

C:\Users\druth\OneDrive - Wheeler Ridge Maricopa Water SD\Documents - WRMWSD Shared\Management\Shared\_AA\Board Mailing December 13, 2023\Prep Docs\8.4 WRM\_Memo\_2023\_Energy\_Services\_Agreements.wpd

**GENERAL TERMS AND CONDITIONS OF  
ENERGY MANAGEMENT SERVICES AGREEMENT**

These General Terms and Conditions (these “General Conditions”), dated \_\_\_\_\_, 202\_ are between [Provider Entity], a [jurisdiction] [entity type] (the “Provider”) and [Customer entity] (the “Host Customer”). These General Conditions are intended to be incorporated by reference into one or more Special Terms and Conditions of the Energy Management Services Agreement (each, a “Special Conditions”) that may be entered into between Provider and Host Customer or between their respective Affiliates. Each Special Conditions that incorporates these General Conditions shall together constitute a separate Energy Management Services Agreement between Provider and Host Customer or between their respective Affiliates, as applicable. Except to the extent Provider or Host Customer, or their respective Affiliates, become a party to one or more Special Conditions that incorporate these General Conditions, these General Conditions shall have no binding effect upon Provider or Host Customer or such Affiliates, and then each Special Conditions and incorporated General Conditions shall only be binding on the party executing the Special Conditions for the Energy Storage System (as defined below) and Premises (as defined below) referenced in such Special Conditions.

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

“Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

“Agreement” or “Energy Management Services Agreement” means the Special Conditions and General Conditions that, pursuant to the preamble to these General Conditions, together constitute a separate agreement between the parties to the Special Conditions with respect to the Energy Storage System and Premises referenced in the Special Conditions.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Applicable Permits” is defined in Section 3.2.

“Approved Service Providers” means those service providers, listed on Schedule 8 of the Special Conditions, who are authorized to perform any operation or maintenance work on or for the Energy Storage System.

“Assignment” is defined in Section 13.1.

“Bankruptcy Event” means with respect to a Party, that either:

(i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator with respect to itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of 60 days.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in New York, New York are required or authorized by Applicable Law to be closed for business.

“Completion Date” is defined in Section 3.3(b).

“Confidential Information” is defined in Section 15.1.

“Control Area Operator” means the entity responsible for managing the bulk power grid where the Premises are located, and may be the Local Electric Utility or a regional transmission operator or independent system operator.

“Cost Savings” is defined in Schedule 2 of the Special Conditions.

“Covenants, Conditions and Restrictions” or “CCR” means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions, as may be modified from time to time.

“Disruption Period” means any period during the Term during which (a) Host Customer repairs the Premises for any reason not related to damage caused by the System or acts or omissions of Provider or Provider’s employees, Affiliates, agents or subcontractors, and such repair requires the partial or complete temporary disruption or outage in System operation, or (b) any act of Host Customer or Host Customer’s employees, Affiliates, agents or subcontractors that results in a disruption or outage in System operation.

“Early Termination Date” means any date on which the Agreement terminates other than by reason of expiration of the then applicable Term.

“Early Termination Fee” means the fee payable by Host Customer to Provider under certain circumstances described herein in the amount set forth on Schedule 3 of the Special Conditions. [Except as expressly provided in this Agreement to the contrary, the term Early Termination Fee shall mean the aggregate sum of Early Termination Fee for all of the Premises in the amounts identified on Schedule 3 attached to the Special Conditions.]<sup>1</sup>

“Effective Date” is defined in the preamble to the Special Conditions.

“Energy Management Services” means such services provided from the Energy Storage System as set forth in the Special Conditions.

“Energy Management Services Savings” is defined in Schedule 2 of the Special Conditions.

“Energy Storage System” means a battery or other technology system and all related components located up to the point of interconnection with Host Customer’s electrical system to be installed by Provider at the Premises referenced in a Special Conditions that will be used by Provider to meet Provider’s obligations to Host Customer to provide the Energy Management Services as set forth in the Special Conditions. To satisfy its obligations under this Agreement in respect of the Energy Management Services, Provider may add batteries, replace, remove, repair or improve existing batteries or provide other means to achieve the maximization of Cost Savings; provided that the Provider shall limit the expansion of the Energy Storage System to the confines of the Premises, unless agreed upon by the Parties.

“Energy Storage System Operations” means Provider’s operation, maintenance, expansion, replacement,

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<sup>1</sup> NTD: Optional depending on how many Systems are installed.

improvement, and repair of the Energy Storage Systems performed in accordance with the requirements herein.

“Environmental Attributes” shall mean any and all products from or characteristics of the Energy Storage Systems or the Energy Management Services, whether existing as of the Effective Date or subsequently created, other than electrical energy or capacity, including without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, Green-e®-certified products, or any other benefit or incentive under programs for energy storage or discharge from batteries, excluding Market Products.

“Environmental Documents” is defined in Section 7.2(h).

“Environmental Law” means any and all federal, state, local, provincial and foreign, civil and criminal laws, statutes, ordinances, orders, common law, codes, rules, regulations, judgments, decrees, injunctions relating to the protection of health and the environment, worker health and safety, and/or governing the handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation, packaging, labeling, or release to the environment of or exposure to Hazardous Materials, including any such requirements implemented through Governmental Approvals.

“Estimated Remaining Payments” means as of any date, the estimated remaining Management Services Payments to be made through the end of the then-applicable Term, as reasonably determined by Provider.

“Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term.

“Financing Party” means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases an Energy Storage System, (ii) any Person (or its agent) who has made or will make a loan to or otherwise provides financing to Provider (or an Affiliate of Provider) with respect to an Energy Storage System, or (iii) any Person acquiring a direct or indirect interest in Provider or in Provider’s interest in the Agreement or an Energy Storage System.

“Force Majeure Event” is defined in Section 10.1.

“General Conditions” is defined in the preamble hereto, and includes all Exhibits hereto.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority, including any such approval, consent, order or binding agreements with or involving a governmental authority under Environmental Laws, and any study, permit, license, authorization, right, or agreement issued, granted, or entered into by a Local Electric Utility, Control Area Operator, or other Person with respect to the interconnection of the Energy Storage System to the electric utility grid serving the Premises.

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government. Governmental Authority including, but not limited to, the Local Electric Utility and the Control Area Operator.

“Hazardous Materials” means any hazardous or toxic material, substance or waste, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, mold, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are regulated under or for which liability can be imposed under any Environmental Law.

“Host Customer” is defined in the preamble to the Special Conditions.

“Host Customer Default” is defined in Section 11.2(a).



“Host Customer Indemnified Parties” is defined in Section 16.1.

“Indemnified Persons” means Host Customer Indemnified Parties or Provider Indemnified Parties, as the context requires.

“Incentives” means any accelerated or bonus depreciation, installation or production-based incentives, Tax Credits, and subsidies including, but not limited to, the subsidies in Schedule 5 of the Special Conditions and all other storage or energy subsidies, incentives, grants, accelerated rights and benefits under Applicable Law related to the construction, ownership, generation, storage, capacity, or production of energy or other ancillary services or benefits from any Energy Storage System, performance of the Energy Management Services, and providing Cost Savings.

“Installation Work” means the construction and installation of the Energy Storage Systems and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

“Invoice Date” is defined in Section 6.2.

“Liens” is defined in Section 7.1(d).

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Host Customer at the Premises.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Management Services Payment” is defined in Section 6.1.

“Market Products” is defined in Schedule 1 of the Special Conditions.

“Party” or “Parties” is defined in the preamble to the Special Conditions.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Pre-existing Environmental Conditions” means any: (i) violation of, breach of or non-compliance with any Environmental Laws with respect to the Premises that first existed, arose or occurred on or prior to Provider’s commencement of Installation Work at the Premises and (ii) the presence or release of, or exposure to, any Hazardous Materials at, to, on, in, under or from the Premises that first existed, arose or occurred on or prior to Provider’s commencement of Installation Work at the Premises.

“Premises” means the premises described in Schedule 5 of the Special Conditions. The Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 5 of the Special Conditions.

“Provider” is defined in the Special Conditions.

“Provider Default” is defined in Section 11.1(a).

“Provider Indemnified Parties” is defined in Section 16.2.

“Representative” is defined in Section 15.1.

“Services Term” is defined in Section 3 of the Special Conditions.

“Security Interest” is defined in Section 8.2.

“Site-Specific Requirements” means the site-specific information and requirements as may be set forth in Schedule 5 of the Special Conditions.

“Software” is defined in Section 4.4.

“Software Provider” is defined in Section 4.4.

“Special Conditions” is defined in the preamble to these General Conditions. References to “the Special Conditions” herein shall be deemed to be to a specific Special Conditions that incorporates these General Terms to form a separate Energy Management Services Agreement applicable to the Energy Storage System and Premises referenced in such Special Conditions.

“System Data” is defined in Section 15.5.

“Stated Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus two percent (2%) or (b) the maximum rate allowed by Applicable Law.

“Term” has the meaning set forth in Section 2.1.

“Termination Date” means the date on which the Agreement ceases to be effective, including on an Early Termination Date or the Expiration Date.

“Tax Credits” is defined in Section 16.3.

“Transfer Time” is defined in Section 4.3(a).

1.2 Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” refer to Articles and Sections of these General Conditions.

## 2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue until sixty (60) days following the Services Term (the “Term”).

2.2 Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the Completion Date for any Energy Storage System to be installed hereunder, Provider may (at its sole discretion) remove a given Energy Storage System from the Agreement (for Agreements covering multiple Energy Storage Systems) or terminate the Agreement, in which case neither Party shall have any liability to the other in respect of such Premises or affected Energy Storage System(s), in the event of a removal, or hereunder, in the event of a termination, except for any such liabilities that may have accrued prior to such removal:

(i) Host Customer or Provider determines that the Premises, or portion thereof, as is, is insufficient to accommodate an Energy Storage System or unsuitable for construction or operation of an Energy Storage System.

(ii) There exist site conditions (including Pre-Existing Environmental Conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work at the Premises, or damage or adversely affect the electricity production from an Energy Storage System as designed.

(iii) There is a material adverse change in the regulatory environment, Incentives, or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to adversely affect the economics of the Agreement for Provider and its investors.

(iv) Provider is unable to obtain financing for an Energy Storage System on terms and conditions satisfactory to it or otherwise determines that it is not feasible to install an Energy Storage System due to economic, technical or other considerations.

(v) Provider has not received: (1) a fully executed license from Host Customer's landlord in the form of Exhibit A of these General Conditions (if the Host Customer is a tenant), (2) a release, acknowledgement, or non-disturbance agreement from any mortgagee of the Premises, if required by Provider's Financing Party, to establish the priority of its security interest in an Energy Storage System, and (3) such other documentation as may be reasonably requested by Provider to evidence Host Customer's ability to meet its obligations under Section 7.2(d)(ii) to ensure that Provider will have access to the Premises throughout the Term.

(vi) There has been a material adverse change in the rights of Host Customer to occupy the Premises, or relevant portion thereof, or Provider to construct, operate or maintain the Energy Storage System on the Premises.

(vii) Host Customer or Provider has determined that there are easements, CCRs or other land-use restrictions, liens or encumbrances, including without limitation right-of-way or other property interests held by the California Department of Water Resources ("DWR"), that would materially impair or prevent the installation, operation, maintenance or removal of an Energy Storage System.

(viii) There has been a material adverse change in Host Customer's creditworthiness.

(ix) There has been a material change in the tariff or rate category applicable to the Premises, or any material change in the applicable tariff including but not limited to changes in the hours, rates, and calculation methodologies employed by the Local Electric Utility.

(x) There has been a material deviation in the characteristics of the electricity demands, or the electrical demand, at the Premises from actual Local Electric Utility demand data previously provided by Host Customer.

(xi) There has been a material delay in the expected issuance or granting of any Applicable Permit or a material adverse change in the number, type, or cost of procuring Applicable Permits.

(xii) Where Host Customer is responsible for upgrades or other changes to the Premises' electrical system required to install and operate the Energy Storage System as contemplated in the Agreement, and Host Customer has determined the costs of making such upgrades or changes are not feasible.

### 3. CONSTRUCTION, INSTALLATION AND TESTING OF STORAGE SYSTEM.

3.1 Installation Work. Provider at its sole cost and expense will cause the Energy Storage Systems to be designed, engineered, installed, and constructed substantially in accordance with Schedule 5 of the Special Conditions and Applicable Law. The Energy Storage Systems shall be integrated with the Premises' electrical systems, and subject to applicable codes and utility tariffs, shall be capable of charging from grid supplied energy and shall be capable of discharging to the Premises. At its request, Host Customer shall have the right to review all construction plans and designs, including engineering evaluations of the impact of the Energy Storage System. Provider shall perform the Installation Work in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

3.2 Approvals; Permits. Host Customer shall assist Provider in obtaining all necessary consents, approvals and permits required to perform Provider's obligations under this Agreement, and in those related to the Local Electric Utility, any Governmental Approval, and Incentive program (collectively, all of the foregoing, "Applicable Permits"), and any consents, waivers, approvals or releases required pursuant to any applicable contract or CCR. Provider shall pay all fees of obtaining such consents, waivers, approvals, releases, and permits.

### 3.3 Energy Storage System Acceptance Testing.

(a) Provider at its sole cost and expense shall conduct testing of the Energy Storage Systems in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by energy storage system integrators in the United States.

(b) If the results of such testing indicate that an Energy Storage System is capable of providing the Energy Management Services, and the Energy Storage System has obtained all necessary approvals for operation, then Provider shall send a written notice to Host Customer to that effect, and the date of such notice shall be the "Completion Date" for such Energy Storage System.

## 4. STORAGE SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The Energy Storage Systems will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; provided, that any repair or maintenance costs incurred by Provider as a result of Host Customer's negligence or breach of its obligations hereunder shall be reimbursed by Host Customer. Under no circumstances will Host Customer attempt to operate any Energy Storage System. The Energy Storage Systems shall, in the normal course, charge from the grid or onsite generation, as applicable, and discharge to the Premises such that the Energy Storage Systems are capable of supporting the Energy Management Services. Such operation of the Energy Storage Systems may be done remotely and shall not interfere with Host Customer's operation of its facilities.

4.2 Metering. Provider may provide the Energy Management Services using the existing electricity metering devices at the Premises and shall install and maintain one or more additional utility-grade kilowatt-hour (kWh) meters for the measurement of electrical energy as well as power discharged by the Energy Storage Systems and for the measurement of electrical energy delivered by the Local Electric Utility used to charge the Energy Storage Systems. Upon Host Customer's reasonable written request, Provider shall furnish a copy of all technical specifications and accuracy calibrations for each such additional meter(s).

## 5. DELIVERY OF ENERGY MANAGEMENT SERVICES.

5.1 Environmental Attributes and Incentives. Host Customer's purchase of Energy Management Services does not include Environmental Attributes or Incentives, each of which shall be owned by Provider or Provider's Financing Party for the duration of the Energy Storage System's operating life. Host Customer disclaims any right to Environmental Attributes or Incentives based upon the installation or operation of the Energy Storage System at the Premises. Host Customer will cooperate with Provider to enable Provider to secure the benefits of any Environmental Attributes and Incentives, and shall, at the request of Provider, execute any document or agreement and take such actions as are reasonably necessary to fulfill the intent of this Section 5.2.

5.2 Title to Energy Storage System. Throughout the duration of the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the Energy Storage Systems at all times, and the Energy Storage Systems shall remain the personal property of Provider or Provider's Financing Party and shall not attach to or be deemed a part of, or fixture to, the Premises. The Energy Storage Systems shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host Customer covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises, or any portion thereof, on notice of the ownership of the Energy Storage Systems and the legal status or classification of the Energy Storage Systems as personal property. Host Customer authorizes Provider to file any and all financing statements or precautionary fixture filings to provide such notice to lien holders of the Premises or of Host Customer. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as attaching to an Energy Storage System as a fixture of the Premises, Host Customer shall provide, at Provider's request, a disclaimer or release from such lien holder if reasonably possible. If Host Customer is the fee owner of the Premises, Host Customer consents to the filing by Provider, on behalf of Host Customer, of a disclaimer of the Energy Storage Systems as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of

the Premises. If Host Customer is not the fee owner, Host Customer will, at Provider's request, use commercially reasonable efforts to obtain such consent from such owner.

## 6. PRICE AND PAYMENT.

6.1 Purchase Requirement. Host Customer shall pay to Provider a quarterly payment (the "Management Services Payment") for the Energy Management Services provided during the Term as set forth in Schedule 2 of the Special Conditions. Host Customer remains and shall be solely responsible for all Local Electric Utility charges relating to the Premises, including all fees and charges relating to electricity provided to the Premises and the Energy Storage Systems.

6.2 Invoice. Provider shall invoice Host Customer on or about the first Business Day of each quarter (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the first Completion Date to occur, for the Management Services Payment in respect of the immediately preceding quarter. The first and last invoice shall include a pro-rated Management Services Payment with respect to such partial calendar quarters.

6.3 Time of Payment. Host Customer shall pay all undisputed amounts due hereunder within 45 days after the date of the applicable Invoice Date.

6.4 Method of Payment. Host Customer shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. All payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a bona fide dispute arises with respect to any invoice, Host Customer shall not be deemed in default under the Agreement as a result of its failure to pay disputed amounts and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Host Customer is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date originally due under such invoice until the date paid.

## 7. GENERAL COVENANTS.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

(a) Notice of Damage or Emergency. Provider shall (i) promptly notify Host Customer if it becomes aware of any damage to or loss of the use of an Energy Storage System or any event or circumstance that could reasonably be expected to adversely affect an Energy Storage System, (ii) immediately notify Host Customer if it becomes aware of any event or circumstance relating to an Energy Storage System or the Premises that poses a significant risk to human health, the environment, the Energy Storage System or the Premises.

(b) Governmental Approvals; Incentives. Except as otherwise provided for herein, while providing the Installation Work, Energy Management Services, and Energy Storage System Operations, Provider shall obtain and maintain and secure, at its cost and expense, all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations, and all Environmental Attributes and Incentives.

(c) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Energy Management Services, and Energy Storage System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. Provider will not bring onto or store at the Premises any Hazardous Materials, except for such substances that are necessary for the Installation Work, the maintenance of the Energy Storage Systems and/or incorporated into the Energy Storage Systems and, in any case, that are in full compliance with all Environmental Laws. Provider shall materially comply

with Environmental Laws during Installation Work, operation and decommissioning of the Energy Storage Systems by Provider.

(d) Liens. Other than a Financing Party's security interest in or ownership of an Energy Storage System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Provider's performance or non-performance of its obligations hereunder. If Provider breaches its obligations under this Section 7.1(d), it shall (i) immediately notify Host Customer in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Host Customer, and (iii) defend and indemnify Host Customer against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(e) Removal of Energy Storage System at Expiration or Termination. Upon the expiration or earlier termination of the Agreement, Provider shall, at Provider's expense (except as otherwise provided herein), remove all of its tangible property comprising the Energy Storage Systems from the Premises on a mutually convenient date, but in no case later than six months after the Termination Date. The Premises shall be returned to their original conditions other than Energy Storage System mounting pads or other support structures, incidental hardware (all of which may remain at the Premises), and ordinary wear and tear. For purposes of Provider's removal of an Energy Storage System, Host Customer's covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the Energy Storage System. Provider remove all Hazardous Materials relating to the Energy Storage Systems and otherwise shall leave the Premises in neat and clean order. If Provider fails to remove an Energy Storage System by the required date, Host Customer shall have the right, at its option, to remove the Energy Storage System to a public warehouse and restore the related Premises to its original condition, other than Energy Storage System mounting pads or other support structures, incidental hardware (all of which may remain at the Premises) and ordinary wear and tear, and Provider shall reimburse Host Customer for its reasonable cost of such removal within 30 days of request for reimbursement by Host Customer; provided, if Host Customer elects to remove and store an Energy Storage System, it shall exercise reasonable care to do so in a manner consistent with good electrical practices. Provider shall purchase a bond, letter of credit or other surety instrument for the full cost of decommissioning the Energy Storage System no later than [REDACTED]. The amount of the bond shall be determined by an independent engineer, at Provider's expense, reasonably experienced in at calculating decommissioning costs for energy storage systems in the State of California.

7.2 Host Customer's Covenants. Host Customer covenants and agrees as follows:

(a) Notice of Damage or Emergency. Host Customer shall (i) promptly notify Provider if it becomes aware of any damage to or loss of the use of an Energy Storage System or any event or circumstance that could reasonably be expected to adversely affect an Energy Storage System, (ii) immediately notify Provider it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, an Energy Storage System or the Premises.

(b) Liens. Host Customer shall not cause, create, incur, assume or suffer to exist any Liens on or with respect to the Energy Storage Systems or any interest therein. If Host Customer breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) Consents and Approvals. Host Customer shall comply with Applicable Law in connection with providing Provider with access to the Premises and in performing any of its obligations under this Agreement. Host Customer shall ensure that any authorizations required in order to enter into this Agreement and make the Premises available to Provider for the purposes of this Agreement, are obtained or provided in a timely manner. To the extent that only Host Customer is authorized to request, obtain or issue any necessary approvals, Governmental Approvals, Environmental Attributes, Incentives, rebates or other financial incentives, Host Customer shall cooperate with Provider to obtain or issue such approvals, Governmental Approvals, rebates or other financial incentives in the name of Provider. Host Customer shall provide to Provider copies of all Governmental Approvals and CCRs applicable to the Premises, other than those obtained by Provider or to which Provider is a party.

(d) Access to Premises, Grant of License. Subject to and consistent with the rights of DWR and provided Host Customer owns fee title to the Premises, Host Customer hereby grants to Provider a commercial license coterminous with the Term, containing all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance and removal of the Energy Storage Systems pursuant to the terms of this Agreement, including ingress and egress rights to the Premises and access to electrical panels and conduits to interconnect or disconnect the Energy Storage Systems with the Premises' electrical wiring for Provider and its Affiliates, employees, contractors and subcontractors, and the Local Electric Utility and Governmental Authorities. Without limiting the foregoing:

(i) Regardless of whether Host Customer is owner of the Premises or leases the Premises from a landlord, Host Customer hereby covenants that (A) Provider shall have access to the Premises and Energy Storage Systems during the Term of this Agreement and for so long as needed after termination to remove the Energy Storage Systems pursuant to the applicable provisions herein, and (B) neither Host Customer nor Host Customer's landlord will interfere or handle any Provider equipment or the Energy Storage Systems without prior written authorization from Provider.

(ii) If Host Customer is a lessee of the Premises, Host Customer further covenants that it shall deliver to Provider a license from Host Customer's landlord in substantially the form attached hereto as Exhibit A of these General Conditions.

(iii) Host Customer shall reasonably cooperate with Provider to provide a memorandum of license in a form agreeable to Host Customer which Provider may record with the appropriate Governmental Authority.

(e) Temporary storage space during installation or removal. Subject to and consistent the rights of DWR, Host Customer shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, Energy Storage System Operations or Energy Storage System removal, and access for rigging and material handling.

(f) Site-Specific Requirements. On or before the Effective Date, Host Customer shall identify and set forth on Schedule 5 of the Special Conditions and unless previously delivered, Host Customer shall, to the extent the same are known and available, deliver to Provider copies of all reports, agreements, plans, inspections, tests, studies or other materials concerning the presence of Hazardous Materials at, from or on the Premises including, but not limited to, soil reports, design drawings, environmental reports, sampling results or other documents relating to Hazardous Materials that have been identified or may be present on, in or under the Premises (collectively, the "Environmental Documents"). Thereafter, Host Customer agrees to provide copies of any new Environmental Documents within 10 days of receipt of same. Host Customer hereby agrees to furnish such other documents in Host Customer's possession or control with respect to Governmental Approvals compliance with Environmental Law or Hazardous Materials with respect to the Premises as may be reasonably requested by Provider from time to time.

(g) Environmental Conditions. Notwithstanding anything to the contrary in the Agreement, Host Customer shall operate and maintain the Premises to comply with the requirements of all applicable Environmental Laws that limit or govern the conditions or uses of the Premises, without impairing or interfering with Provider's construction, operation and ownership of the Energy Storage Systems or occupancy of the Premises. In no event shall Provider have any liability or obligation with respect to any Pre-existing Environmental Condition on, in or under the Premises, or operations or maintenance of the Premises required to comply with Environmental Laws with respect to Pre-Existing Environmental Conditions. Host Customer shall indemnify, hold harmless and defend Provider from and against all claims, pay costs and expenses, and conduct all actions required under Environmental Laws with respect to Pre-existing Environmental Conditions at, on or under the Premises.

(h) Provision of Information; Registration with Local Electric Utility; Interconnection. Within fifteen (15) Business Days of receiving them, Host Customer shall provide to Provider copies of all invoices and/or electricity bills for electricity services from the Local Electric Utility for the Premises. If available from the Local Electric Utility, Host Customer shall reasonably cooperate with Provider to authorize or otherwise designate Provider to receive copies of such invoices or bills for electricity services directly from the Local Electric Utility during the Services Term. Host

Customer shall reasonably cooperate with Provider with respect to any interconnection applications, studies, or service agreements required by the Local Electric Utility from either Provider or Host Customer for the Provider to provide the Energy Management Services, become eligible for Environmental Attributes or Incentives, or deliver or provide Market Products as contemplated herein.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties of Both Parties. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

- (a) It is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- (b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;
- (c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- (e) There is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein;
- (f) Its execution and performance of the Agreement and the transactions contemplated hereby do not and will not constitute a breach of any term or provision of, or a default under, (i) any contract, agreement or Governmental Approval to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and
- (g) Its execution and performance of the Agreement and the transactions contemplated hereby do not and will not require any consent from a third party, including any Governmental Approvals from any Governmental Authority, that are not identified in Schedule 5 to the Special Conditions.

8.2 Representations of Host Customer. Host Customer represents and warrants to Provider as of the Effective Date that:

- (a) Host Customer acknowledges that it has been advised that part of the collateral securing the financial arrangements for the Energy Storage System may be the granting of a first priority perfected security interest (the "Security Interest") in the Energy Storage System to a Financing Party;
- (b) To Host Customer's knowledge, except possibly for Premises in which DWR has a property interest, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, lease or security agreement affecting the Premises;
- (c) To Host Customer's knowledge, Host Customer is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to an Energy Storage System as an interest adverse to Provider's Financing Party's Security Interest therein;
- (d) To Host Customer's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement;
- (e) To Host Customer's knowledge, Host Customer has identified and disclosed to Provider in Schedule 5 of the Special Conditions (i) all Environmental Documents, (ii) all CCRs, Governmental Approvals or other



restrictions imposed under Applicable Laws with respect to the use of the Premises that could affect the construction and operation of the Energy Storage Systems, and (iii) all environmental reports, studies, data or other information relating to the use of the Premises by Provider within the Host Customer's possession or control;

(f) To Host Customer's knowledge, the Premises owned by Host Customer are in compliance with Environmental Laws, and that Host Customer holds and is in compliance with all Governmental Approvals required for the ownership and any current operations or activities conducted at the Premises;

To Host Customer's knowledge. Host Customer has identified in Schedule 5 and delivered to Provider all material reports and information concerning the presence or release of Hazardous Materials on, in or under the Premises as provided in the Special Conditions; and

(g) If Host Customer leases the Premises, or any relevant portion thereof, Host Customer's lease is in full force and effect, and constitutes a valid and binding obligation of Host Customer, enforceable against Host Customer in accordance with its terms. There are no material disputes or legal proceedings between Host Customer and Host Customer's landlord under such lease. Neither the Host Customer nor, to the knowledge of Host Customer, the Host Customer's landlord is in default under, nor, has any event occurred and is continuing which, with notice or the lapse of time or both, would result in a default under the lease, whether caused by Host Customer or, to the knowledge of Host Customer, the Host Customer's landlord.

For purposes of this Section 8.2, Host Customer's knowledge shall be limited to the actual knowledge of its Engineer-Manager, Sheridan Nicholas.

Any Financing Party is an express third-party beneficiary of this Section 8.2.

8.2.1 Representations of Provider. Provider represents and warrants to Provider as of the Effective Date that:

(a) Provider has no knowledge of any taxes, fees or charges that might imposed on Provider or otherwise due as a result of Provider's sale of the Energy Management Services to Host Customer.

8.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 5.1 AND THIS SECTION 8, AND SECTION 4 OF THE SPECIAL TERMS AND CONDITIONS, THE INSTALLATION WORK, STORAGE SYSTEM OPERATIONS, AND ENERGY MANAGEMENT SERVICES PROVIDED BY PROVIDER TO HOST CUSTOMER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO HOST CUSTOMER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, THE ENERGY MANAGEMENT SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

## 9. TAXES AND GOVERNMENTAL FEES.

9.1 Host Customer Obligations. Host Customer shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider as a direct result of Provider's sale of the Energy Management Services to Host Customer (other than income taxes imposed upon Provider). Provider shall notify Host Customer in writing with a detailed statement of such amounts, which shall be invoiced by Provider and payable by Host Customer. Host Customer shall timely report, make filings for, and pay any and all sales, use, income, gross receipts or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of the Energy Management Services. This Section 9.1 excludes taxes specified in Section 9.2.

9.2 Provider Obligations. Subject to Section 9.1 above, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the Energy Storage Systems. Provider shall not be obligated for any taxes payable by or assessed against Host Customer based on or related to Host Customer's overall income or revenues.

10. FORCE MAJEURE.

10.1 Definition. “Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, “Force Majeure Event” shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, pandemic (including the COVID-19 pandemic to the extent the circumstances giving rise to the conditions affecting the claiming Party’s performance were not reasonably foreseeable as of the Effective Date), terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused a Party or engaged in by the employees of a Party); (v) action or inaction by a Governmental Authority (unless Host Customer is a Governmental Authority and Host Customer is the Party whose performance is affected by such action nor inaction). A Force Majeure Event shall not be based on the economic hardship of either Party, or upon the expiration of any lease of the Premises by the Host Customer from the owner of the Premises.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event, provided that the Party claiming relief under this Article 10 shall as soon as practicable after becoming aware of the circumstances constituting Force Majeure (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event, and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Host Customer shall not be excused from making any payments and paying any unpaid amounts due in respect of Energy Management Services delivered to Host Customer prior to the Force Majeure Event performance interruption.

10.3 Termination due to Extended Force Majeure Event. If a Force Majeure Event shall have occurred that has affected a Party’s substantial performance hereunder and that has continued for a continuous period of 180 days, then the non-affected Party shall be entitled to terminate the Agreement upon 90 days’ prior written notice to the affected Party. If substantial performance resumes within such 90-day period, the Agreement shall not terminate and shall remain in full force and effect, and the remainder of this Section 10.3 shall not be applicable. If, at the end of such 90-day period, substantial performance has not resumed, the Agreement shall automatically terminate. Upon termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any liabilities that have accrued prior to termination).

11. DEFAULT.

11.1 Provider Defaults and Host Customer Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a “Provider Default”):

- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Host Customer any undisputed amount owed under the Agreement within 30 days from receipt of notice from Host Customer of such past due amount; and
- (iii) Provider breaches any material representation, covenant or other term of the Agreement and (A) such breach is not cured within 30 days after Host Customer’ s written notice of such breach, or (B) Provider fails to commence and pursue a cure within such 30-day period if a longer cure period is needed.

(b) Host Customer's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Host Customer may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement.

#### 11.2 Host Customer Defaults and Provider's Remedies.

(a) Host Customer Default. The following events shall be defaults with respect to Host Customer (each, a "Host Customer Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Host Customer;
- (ii) Host Customer fails to pay Provider any undisputed amount due Provider under the Agreement within 30 days from receipt of notice from Provider of such past due amount; and
- (iii) Host Customer breaches any material representation, covenant or other term of the Agreement if (A) such breach is not cured within 30 days after Provider's notice of such breach, or (B) Host Customer fails to commence and pursue said cure within such 30-day period if a longer cure period is needed.

(b) Provider's Remedies. If a Host Customer Default described in Sections 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Provider may terminate this Agreement and upon such termination, (A) Provider shall be entitled to receive from Host Customer the Early Termination Fee, or (B) Provider may exercise any other remedy it may have at law or equity or under the Agreement.

11.3 Removal of Energy Storage System. Upon any termination of the Agreement pursuant to this Article 11, Provider will remove the Energy Storage Systems pursuant to Section 7.1(e) hereof.

#### 12. LIMITATIONS OF LIABILITY.

12.1 Except in connection with an express remedy provided hereunder or as otherwise expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, whether foreseeable or not, arising out of, or in connection with the Agreement.

12.2 A Party's maximum liability to the other Party under the Agreement, shall be limited to the aggregate Estimated Remaining Payments as of the date of the events giving rise to such liability, provided, however, the limits of liability under this Section 12.2 shall not apply with respect to (i) Provider's breach of its covenants, including without limitation its removal obligations in Section 7.1(d) and 7.1(e), (ii) indemnity obligations hereunder and (iii) any obligation of Host Customer to pay Management Services Payments or the Early Termination Fee.

#### 13. ASSIGNMENT.

13.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Host Customer, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that, without the prior consent of Host Customer, Provider may (i) assign this Agreement to (a) an Affiliate of Provider or (b) to a third party which (1) individually or on a consolidated basis with its parent(s), has equal or better creditworthiness to that of Provider immediately prior to such assignment and (2) has at least two (2) years' experience (or contracts with a third-party operator with such experience) operating systems similar in size to the System, in each case that acquires the Energy Storage Systems and agrees in writing to assume all of Provider's rights and obligations under the Agreement, or (ii) assign this Agreement as collateral security in connection with any financing of any Energy Storage System. If Provider identifies a Financing Party in Schedule 4 of the Special Conditions, or in a subsequent notice to Host Customer, then Host Customer shall comply with the provisions set forth in Exhibit B of these General Terms and Conditions and agrees to provide such estoppels and acknowledgments as Provider may reasonably request from time to time. Any Financing Party is an express third-party beneficiary of this Section 13.1. Any Assignment by Provider without any required prior written consent of Host Customer shall not release Provider of its obligations hereunder and such assignment shall be void

and of no force or effect. An assignment of equity ownership of Provider or any of its upstream parent companies shall not be considered an Assignment and shall not require Host Customer's consent.

13.2 Acknowledgment of Collateral Assignment. If Provider identifies a secured Financing Party in Schedule 4 of the Special Conditions, or in a subsequent notice to Host Customer, then Host Customer hereby acknowledges:

(a) The collateral assignment by Provider to the Financing Party, of Provider's right, title, and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.

(b) The Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders and/or secured parties generally with respect to Provider's interests in this Agreement.

(c) It has been advised that Provider has granted a first priority perfected security interest in Energy Storage System to the Financing Party and that the Financing Party has relied upon the characterization of the Energy Storage System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the Energy Storage System.

Any Financing Party is an express third-party beneficiary of this Section 13.2.

13.3 Assignment by Host Customer. Host Customer shall not assign the Agreement or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any Assignment by Host Customer without the prior written consent of Provider shall not release Host Customer of its obligations hereunder and such assignment shall be void and of no force or effect.

#### 14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 4 of the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of receipt when sent by email, on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Host Customer. Invoices shall be sent by email or regular first class mail postage prepaid.

#### 15. CONFIDENTIALITY AND DATA.

15.1 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the Energy Storage System or of Host Customer's business ("Confidential Information") to the other or, if in the course of performing under the Agreement or negotiating the Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors and consultants, and Affiliates, lenders, and potential assignees of the Agreement or acquirers of Provider or its Affiliates (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is

reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of the Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 15.3. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) Becomes publicly available other than through the receiving Party;
- (b) Is required to be disclosed by a Governmental Authority, under Applicable Law, including without limitation pursuant to the Ralph M. Brown Act (California Government Code section 54950 et seq., "Brown Act") or a request for public records made pursuant to the California Public Records Act (California Government Code section 7920 et seq.), or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement (except for Brown Act public disclosure requirements);
- (c) Is independently developed by the receiving Party; or
- (d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

In addition, without limiting any of the foregoing, Provider may, without Host Customer's consent, provide to the Local Electric Utility, Control Area Operator, Governmental Authority, equipment suppliers, service providers and financing providers all design, operational, testing, maintenance and repair data in connection with the Energy Storage System, any and all System Data, and any and all information related to Host Customer or the Premises in connection with the Energy Storage System and Energy Management Services. At Host Customer's written request, Provider shall provide a summary list to Host Customer of such information provided to parties set forth in this Section 15.2(d).

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided, that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host Customer agrees that Provider may, at its sole discretion, take photographs of the installation process of the Energy Storage System and/or the completed Energy Storage System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host Customer permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article 15 by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article 15. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the

exclusive remedies for a breach of this Article 15, but shall be in addition to all other remedies available at law or in equity.

15.5 Ownership and Use of Data. Provider shall at all times own all data generated by the meter(s) installed with the Energy Storage System and otherwise regarding the operation and discharge of the Energy Storage System and Software for Energy Management Services, Market Products or Environmental Attributes (collectively, the “System Data”). Notwithstanding anything in this Article 15 to the contrary, Provider shall be entitled to use the System Data for any purpose, including marketing and publicity, so long as the System Data does not identify Host Customer or the Premises.

## 16. INDEMNITY.

16.1 Provider’s Indemnity. Subject to Article 12, Provider agrees that it shall indemnify and hold harmless Host Customer, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the “Host Customer Indemnified Parties”) from and against any and all Losses incurred by Host Customer Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of Provider’s negligence or willful misconduct, (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work, Energy Storage System Operations or Energy Management Services and the ownership and use of the Energy Storage Systems, (c) Provider’s breach of its covenants in Section 7.1, (d) violation by Provider of any Environmental Laws or Provider’s contamination of the Premises with Hazardous Materials, or (e) violation by Provider of its confidentiality obligations under Section 15. Provider shall not, however, be required to reimburse or indemnify any Host Customer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Host Customer Indemnified Party.

16.2 Host Customer’s Indemnity. Subject to Article 12, Host Customer agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the “Provider Indemnified Parties”) from and against any and all Losses incurred by Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of (a) Host Customer’s negligence or willful misconduct, (b) any breach of Host Customer’s obligations to avoid creating any Liens in connection with the Energy Storage Systems or Software, (c) any failure by Host Customer to have full and encumbered rights to grant the access to Provider as set forth in Section 7.2(d), and (d) violation by Provider of its confidentiality obligations under Section 15. Host Customer shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

16.3 Tax Indemnity. Host Customer hereby acknowledges that Provider may intend that the Energy Storage Systems qualify for certain investment tax credits, production tax credits, or similar tax credits or grants under federal, state or local law (generally, the “Tax Credits”), and effective as of the Completion Date of each Energy Storage System and continuing through the remainder of the Services Term, Host Customer will not take or omit to take any action which would, or would reasonably be expected to, result in the disqualification of any Energy Storage System or disallowance or recapture of all or any portion of the Tax Credits.

## 17. INSURANCE.

17.1 Generally. Host Customer and Provider shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (a) Workers’ Compensation Insurance as may be from time to time required under applicable federal and state law, (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence, and (c) automobile insurance with commercially reasonable coverages and limits. Additionally, Provider shall carry excess or umbrella liability insurance for commercial general liability having a per occurrence and aggregate limit of not less than \$5,000,000.

17.2 Certificates of Insurance. Each Party, upon request, shall furnish current certificates evidencing that the insurance required under Section 17.1 is being maintained.

17.3 Additional Insureds. Each Party's insurance policy(ies) shall be written on an occurrence basis and shall include the other Party, and its officers, directors, employees and agents, as an additional insured as its interest may appear. In addition, for any of the Premises in which DWR has a property interest, upon request by Host Customer or DWR, Provider shall add DWR, and its officers, directors, employees and agents, as additional insureds under Provider's insurance policy(ies).

17.4 Insurer Qualifications. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt-to-policyholder-surplus ratio of 1:1. The Parties agree that ACWA-JPIA, which provides liability coverage to Host Customer, is a company that satisfies the requirements of this section.

18. CHANGE IN LAW OR TARIFF.

If there is a change in (a) the Local Electric Utility tariff applicable to the Premises, or (b) Applicable Law, in either case that has a material impact on Provider's ability to provide the Energy Management Services and Cost Savings or Host Customer's ability to receive or obtain Cost Savings from the Energy Management Services, including a change in the applicable tariff affecting the hours, rates, and calculation methodologies employed by the Local Electric Utility then, upon written notice by one Party to the other Party, the Parties shall negotiate in good faith to make the minimum changes to the Agreement necessary to preserve to the maximum extent possible the benefits, burdens and obligations set forth in the Agreement as of the Effective Date. Notwithstanding the foregoing, Provider shall continue to provide the Energy Management Services, and Host Customer shall continue to make the Management Services Payments, while the Parties negotiate the changes to the Agreement contemplated in this Article 18.

19. MISCELLANEOUS.

19.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto or incorporated by reference, constitute the entire agreement and understanding between Provider and Host Customer with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof which are of no further force or effect. The Exhibits and Schedules attached to the Agreement, including these General Conditions as incorporated by reference, are integral parts of the Agreement and are an express part of the Agreement.

19.2 Conflict. In the event of a conflict between the provisions of these General Conditions and the Special Conditions, the provisions of the Special Conditions shall prevail.

19.3 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Host Customer.

19.4 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

19.5 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Host Customer shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

19.6 Sovereign Immunity. To the extent permitted by Applicable Law, Host Customer hereby waives any defense of sovereign immunity that Host Customer might otherwise have in connection with any action taken by Provider to enforce its rights against Host Customer under this Agreement.

19.7 Limited Effect of Waiver. The failure of Provider or Host Customer to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

19.8 Survival. The obligations under Sections 7.1(e) (Removal of Energy Storage System), Section 7.1(d) (Provider Covenant), Sections 7.2(d), (e), (t) and (g) (Host Customer Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 16 (Indemnity), Article 19 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

19.9 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of California without reference to any choice of law principles. The Parties agree that the courts of the State of California located in the County of Kern and the federal courts for the Eastern District of California shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. Each Party waives, to the fullest extent permitted by Applicable Law, any objection it may have to the laying of venue of any action or proceeding under this Agreement in any courts described in this Section 19.9. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE AGREEMENT.

19.10 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

19.11 Relation of the Parties. The relationship between Provider and Host Customer shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host Customer, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

19.12 Successors and Assigns. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Host Customer and their respective successors and permitted assigns.

19.13 No Dedication. Neither Party shall be considered to have dedicated its property to the public or any portion thereof as a result of the Agreement or its performance thereunder. Neither Party shall claim that the other has dedicated its property to the public or any portion.

19.14 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument

19.15 Electronic Delivery. This Agreement may be duly executed and delivered by a Party by execution electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

19.16 Liquidated Damages Not Penalty. Host Customer acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, in lieu of Provider's actual damages resulting from the early termination of the Agreement. Host Customer further acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Host Customer's rights and obligations under the Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Host Customer in lieu of Provider's actual damages.

19.17 Delegation. Provider may, without the consent of Host Customer, delegate or subcontract, as the case may be, any of its obligations under the Agreement to one or more subcontractors of Provider. No subcontract, delegation, or other engagement with any subcontractor shall relieve Provider of any of its duties, responsibilities, obligations, or liabilities hereunder.



19.18 Regulatory Requirements. Neither Party shall assert that Provider is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any Governmental Authority as a result of Provider's obligations or performance under this Agreement. If at any time as a result of any change in Applicable Law, Provider would be subject to regulation as an electric utility or public service company (or its equivalent) by any Governmental Authority by virtue of this Agreement, the Parties will use best efforts to restructure this Agreement so that Provider will not be subject to such regulation (while preserving for both Parties the substantive economic benefits conferred hereunder). If Host Customer is a municipality or other governmental entity, (a) payments hereunder (including the Early Termination Fee) are not subject to appropriations, (b) in the event any payment hereunder (including the Early Termination Fee) is or becomes subject to any necessary appropriation, Host Customer shall use its best efforts to appropriate the funds necessary to satisfy such obligations, and shall not discriminate between such obligations and its other obligations with respect to payments for necessary services, (c) any failure of Host Customer to make payment as a result of any non-appropriation shall constitute a Host Customer Default, and (d) Host Customer has fully complied with all procurement, public bidding and municipal contracting requirements under Applicable Law. The Parties intend that this Agreement will be a "service contract" as defined in Section 7701(e)(1) of the Internal Revenue Code of 1986, as amended., and not a lease. The Parties do not intend to form a partnership or joint venture.

*[Signature pages follow]*

The Parties have caused these General Conditions to be executed by their duly authorized representatives as of the date first above written.

**PROVIDER**

[Provider Entity]

By: \_\_\_\_\_  
Name:  
Title:

**HOST CUSTOMER**

Wheeler Ridge-Maricopa Water Storage District

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A**  
**of General Conditions**

[HOST CUSTOMER'S LETTERHEAD]

[Landlord's Address]  
Attn: Authorized Representative

Re: Proposed Energy Storage System Installation at [Address of Premises]

Lease dated [ ] between [HOST CUSTOMER] and [LANDLORD] (the "Lease")

Dear Authorized Representative:

As has been discussed with you, [HOST CUSTOMER] and [Provider] ("Provider") have entered into an Energy Management Services Agreement, pursuant to which Provider will install, finance, operate, and maintain Energy Storage Systems at the above-referenced premises which [HOST CUSTOMER] leases from you pursuant to the Lease. By signing below and returning this letter to us, you confirm that:

1. The Energy Storage Systems and the energy (including environmental benefits and credits, market products and related attributes and various financial incentives) produced by the Energy Storage Systems are personal property, and shall not be considered the property (personal or otherwise) of [LANDLORD] upon installation of the Energy Storage Systems at the premises.
2. Provider or its designee (including finance providers, the local electric utility and governmental authorities) shall have the right without cost to access the premises in order to install, operate, inspect, maintain, and remove the Energy Storage Systems. [LANDLORD] will not charge Host Customer or Provider any rent for such right to access the premises.
3. [LANDLORD] has been advised that the finance providers for the Energy Storage Systems have a first priority perfected security interest in the Energy Storage Systems. Provider and the finance providers for the Energy Storage Systems (including any Energy Storage System lessor or other lender) are intended beneficiaries of [LANDLORD]'s agreements in this letter.
4. [LANDLORD] will not take any action inconsistent with the foregoing.

We thank you for your consideration of this opportunity and we look forward to working with you in our environmental campaign to increase the utilization of clean, renewable energy resources.

Very truly yours,

[HOST CUSTOMER]

By: \_\_\_\_\_

Name:

Title: Authorized Representative

Acknowledged and agreed by:

[LANDLORD]

By: \_\_\_\_\_

Name:

Title: Authorized Representative

**Exhibit B**  
**of General Conditions**

**Certain Agreements for the Benefit of the Financing Parties**

Host Customer acknowledges that Provider will be receiving financing accommodations from one or more Financing Parties and that Provider may sell or assign an Energy Storage System or this Agreement and/or may secure Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the Energy Storage System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such Financing Party, Host Customer agrees as follows:

(a) Consent to Collateral Assignment. Host Customer consents to either the assignment, sale or conveyance to a Financing Party or the collateral assignment by Provider to a Financing Party, of Provider's right, title and interest in and to this Agreement.

(b) Notices of Default. Host Customer will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Host Customer under the Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Host Customer will not mutually agree with Provider to cancel, modify or terminate the Agreement without the written consent of the Financing Party.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

i. The Financing Party, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Host Customer's default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the Energy Storage Systems.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host Customer hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in an Energy Storage System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Host Customer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any default not reasonably susceptible to cure by a Finance Party, including, without limitation, rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within 90 days of such default, Host Customer shall enter into a new agreement with the Financing Party or its designee having the same terms and conditions as this Agreement.

(d) Right to Cure.

i. Host Customer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within 30 days after such notice or (if longer) the periods provided for in this Agreement. The Parties agree that the cure rights described herein are in addition to and apply and commence following the expiration of any notice and cure period applicable to Provider. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional 90 days.

ii. If the Financing Party (including any Host Customer or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (d)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(e) Consent and Agreement. Upon Provider's request, Host Customer shall execute a consent to collateral assignment of the Agreement in favor of the Financing Party containing customary provisions reasonably requested by lenders and other financing parties for financings of storage facilities like the Energy Storage System (a "Consent and Agreement"). If there is any conflict between this Exhibit B and the terms of any Consent and Agreement, the terms of such Consent and Agreement shall prevail.

CEC Draft

**SPECIAL TERMS AND CONDITIONS OF  
ENERGY MANAGEMENT SERVICES AGREEMENT**

These Special Terms and Conditions of Energy Management Services Agreement (these “Special Conditions”), dated \_\_\_\_\_, 202\_ (the “Effective Date”) are between Atlas Storage [REDACTED], a Delaware Limited Liability Corporation (the “Provider”) and Wheeler Ridge Maricopa Water Storage District, a California water storage district (the “Host Customer”) and, together with Provider, the “Parties” and each, a “Party”).

**RECITALS**

A. Host Customer desires that Provider optimize and manage distributed energy technologies in a manner that enables its facilities located at the Premises to shift electric consumption from grid to stored resources as needed to facilitate optimal and cost effective energy management; and to provide resources and support to the Local Electric Utility or grid operator where possible (as further described herein, the “Energy Management Services”), and Provider is willing to do the same.

B. Provider and Host Customer acknowledge those certain General Terms and Conditions of Energy Management Services Agreement, dated \_\_\_\_\_, 202\_ (the “General Conditions”) between [Provider] and [Host Customer] (such General Conditions, together with these Special Conditions, the “Agreement”).

C. Host Customer acknowledges that Provider may utilize the capabilities of the Energy Storage Systems then on the Premises to provide Market Products to others, including pursuant to one or more agreements with the Local Electric Utility or other retail energy service provider (each, a “Utility Services Agreement”), as contemplated by this Agreement.

**AGREEMENT**

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety. Any capitalized terms not otherwise defined herein shall have the meaning given to them in the General Conditions. Any conflict between the General Terms and these Special Conditions shall be resolved in favor of the provisions of these Special Conditions.

2. Energy Management Services. The Energy Management Services to be performed by Provider are contained in Schedule 1.

3. Services Term. The term of this Agreement shall commence on the Effective Date and shall continue for 20 years from the first day of the Billing Period immediately following the Completion Date for the last Energy Storage System to be installed by Provider under this Agreement (as may be extended pursuant to the following sentence, the “Services Term”), unless terminated earlier pursuant to the provisions of the Agreement. The Parties may mutually agree to extend the Services Term for two (2) additional ten (10)-year periods following the end of the Services Term. As used herein, the term “Term Year” shall mean the 12-month period following the first day of the Billing Period immediately following each Completion Date; provided, however, that once the Completion Date occurs for the last Energy Storage System to be installed by Provider under this Agreement, the Term Years for all Energy Storage Systems theretofore installed by Provider under this Agreement shall end, with Provider adjusting

and prorating all end of Term Year amounts to account for the partial year, and thereafter all Energy Storage Systems installed by Provider under this Agreement shall be on the same Term Year commencing on the first day of the Billing Period immediately following the Completion Date for the last Energy Storage System installed by Provider.

4. Schedules: The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Energy Management Services
Schedule 2	Management Services Payment; Performance Guarantee
Schedule 3	Early Termination Fee
Schedule 4	Notice Information
Schedule 5	Site-Specific Information and Requirements: Description of the Premises, Energy Storage Systems and Scope of Work
Schedule 6	Base Year Load, Utility Rates
Schedule 7	Other Terms and Conditions
Schedule 8	Approved Service Providers

*[Signature pages follow]*

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Host Customer have executed this Agreement effective as of the Effective Date.

**PROVIDER**

\_\_\_\_\_, LLC  
1808 Wedemeyer St. Suite 221  
San Francisco, CA 94129

By: \_\_\_\_\_  
Name: Evan Riley  
Title: Managing Partner

**HOST CUSTOMER**

Wheeler Ridge-Maricopa Water Storage  
District  
12109 Highway 166  
Bakersfield, CA 93312  
Office: 661 858-2281

By: \_\_\_\_\_  
Name: Sheridan Nicholas  
Title: General Manager



## SCHEDULES

### **I. Schedule 1—Energy Management Services**

Provider shall provide the following Energy Management Services:

1. Utility Bill Reduction:
  - a. Local Electric Utility Demand Charges. Provider will dispatch the Energy Storage System during predicted facility load peaks and predicted coincident monthly Regional Network Services peaks to reduce the Host Customer’s electricity load at the Premises and associated demand charges assessed by the Local Electric Utility.
  - b. Local Electric Utility Energy Charges. Provider will dispatch the Energy Storage System to charge during times of low energy rates and discharge in times of high energy rates.
2. Market Products. Provider shall discharge or otherwise use the Energy Storage Systems to sell or otherwise benefit from any product or service that the Energy Storage System is capable of providing from time to time, including but not limited to demand response programs offered by the Local Electric Utility; other incentive programs offered by Governmental Authorities from time to time; wholesale energy sales; and capacity, frequency regulation, and other ancillary utility services (collectively, “Market Products”).
3. Quarterly Savings Reports: During the Services Term, Provider will provide quarterly savings reports to Host Customer that will display Host Customer’s Cost Savings on a monthly, annual and per kilowatt of installed Energy Storage System basis.
4. 24/7 System Monitoring: Provider will, at its own expense, install an Internet connection for remote monitoring of the Energy Storage Systems to monitor operation and performance of the Energy Storage Systems 24 hours a day and 7 days a week.

**II. Schedule 2 - Management Services Payment; Performance Guarantee**

Energy Management Services Savings is the combined annual Cost Savings (as defined below) and any revenue derived from Market Products.

The Management Services Payment is 75% of the Energy Management Services Savings per quarter, paid in accordance with Section 6 of the General Conditions.

If the Energy Management Services Savings amount is on an annual basis is greater than the Bonus Payment Threshold, the Energy Management Services Payment will be 75% of the values below + 50% of all Energy Management Services Savings for all savings above the Bonus Payment Threshold.

<b>Year</b>	<b>Bonus Payment Threshold</b>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

Provider will provide notice to Host Customer that the Bonus Payment Threshold has been exceeded, and on an annual basis, Provider shall include a statement of the amount by which the Bonus Payment Threshold was exceeded, including a detailed explanation of, and rationale for, its calculation methodology, annotated work papers and source data. If Host Customer does not dispute the amount of such difference within 60 days after its receipt of such invoice, Host Customer will be deemed to have accepted such difference, which amount shall be paid by Provider to Host Customer with five (5) Business Days of its acceptance thereof.

1. Calculation of Cost Savings: On a quarterly basis, Provider will calculate and provide to Host Customer the Cost Savings at the Premises where the Energy Storage Systems are installed and operating. Provider makes no guarantees that any specific Cost Savings will be realized by Host Customer. Host Customer shall, as requested by Provider provide (or reasonably cooperate with Provider to enable

Provider to obtain) electrical energy use and cost information, demand charges, and all other information relevant to the calculation of Cost Savings and other amounts under this Agreement.

As used herein, “Cost Savings” means, for each Billing Period, the difference between (a) the imputed electrical energy costs, including demand and energy charges, for each utility service account where an Energy Storage System is in operation, assuming that the Energy Storage Systems were not operating, and (b) the actual demand and energy costs, for each utility service account where the Energy Storage Systems are in operation. Cost Savings shall be calculated by Provider using data from the meter installed in connection with the Energy Storage System, the utility meters at the Premises, and/or the tariffed rates applicable to the Premises. For the avoidance of doubt, Cost Savings is of the gross amount of cost savings created prior to any asset management fees, property taxes, O&M fees or software fees.

As used herein, “Billing Period(s)” shall mean each of the consecutive time periods applicable to Host Customer during which the Local Electric Utility assesses and bills demand charges for the Premises. Minimum EMS Payment. Subject to the following provisions of this Section 2, the “Minimum EMS Payment” shall be an amount equal to eighty percent (80%) of the annual average Management Services Payment from the previous years of the Services Term (not to exceed five (5) years prior to the then-current billing month).

2. To the extent Provider’s ability to provide the Energy Management Services to achieve Energy Management Services Savings is affected by any of the following (collectively, the “Adjustment Events”), during some or all of a Term Year such that Energy Management Services Payment is below the Minimum EMS Payment, Host Customer shall pay to Provider the difference between Energy Management Services Payment and the Minimum EMS Payment:

(a) Any act by Host Customer that affects any Energy Storage System to the extent due Host Customer’s negligence, or due to any other act of Host Customer that impairs any Energy Storage System’s ability to safely store and discharge energy or Provider’s ability to monitor or control the Energy Storage System.

(b) A Disruption Period occurs.

(c) A Host Customer Default, including Provider suspending the Energy Management Services as a result of a Host Customer Default.

(d) Host Customer fails to provide access to the Premises as required by Section 7.2(d) of the General Conditions.

(e) Host Customer elects to have the Local Electric Utility apply a different tariff or rate category to the Premises.

(f) If Host Customer’s On Peak Demand measured monthly Load during the months of June through September in the first six (6) years following the Commercial Operation Date drops below 50% of On Peak kW load from Local Electrical Utility compared to the On Peak Demand for each corresponding month in 2021 (as stated in Schedule 6) as a result of decreased load or any onsite generation on the premises.

Provider will provide notice to Host Customer of any Adjustment Event, and on each invoice submitted by Provider to Host Customer following the end of each quarter, Provider shall include a statement of the amount by which the Minimum EMS Payment exceeded the Energy Management Services Payment, including a detailed explanation of, and rationale for, its calculation methodology, annotated work

papers and source data. If Host Customer does not dispute the amount of such difference within 60 days after its receipt of such invoice, Host Customer will be deemed to have accepted such difference, which amount shall be paid by Host Customer to Provider with five (5) Business Days of its acceptance thereof.

Host Customer shall notify Provider no later than fifteen (15) Business Days after the date that Host Customer becomes aware of: (i) any plans to change the operations at the Premises that would materially impact the Energy Storage Systems; (ii) any change in the Premises' applicable utility tariffs or electricity prices; and (iii) any other changes at the Premises that could reasonably be expected to adversely affect the ability to use the Energy Storage Systems to generate Energy Management Services Savings. In any such case, the Parties shall negotiate in good faith to modify the Agreement to maintain the balance of the intended bargain.

3. Emergency Maintenance. Should an emergency occur at the Premises that necessitates an energy shut down ("Emergency Maintenance"), Provider shall be notified as soon as reasonably possible, but in no event later than 24 hours after the start of the emergency, with an estimate of when the Premises shall be returned to normal operating conditions.

4. Maintenance and Expansion of Energy Storage System. Host Customer acknowledges that Provider's ability to provide Minimum Guaranteed Cost Savings and the Energy Management Services is conditioned upon Provider's ability to reconfigure, optimize replace, improve and/or expand the Energy Storage Systems as reasonably necessary to achieve the Minimum Guaranteed Cost Savings; provided that the Provider shall limit the expansion of each Energy Storage System to the confines of the Premises unless otherwise agreed by the Parties.

**III. Schedule 3 - Early Termination Fee**

The Early Termination Fee for each Term Year of the Services Term is set forth below. Upon the expiration of the Services Term, the Early Termination Fee shall be zero.

<b>Early Termination Occurs in Term Year:</b>	<b>Early Termination Fee</b>
1	\$2,174,662
2	\$2,037,168
3	\$1,884,287
4	\$1,730,312
5	\$1,567,555
6	\$1,452,307
7	\$1,419,564
8	\$1,383,718
9	\$1,344,558
10	\$1,301,863
11	\$1,195,336
12	\$1,088,808
13	\$982,281
14	\$875,754
15	\$769,226
16	\$662,699
17	\$556,172
18	\$449,645
19	\$343,117
20	\$236,590

**IV. Schedule 4—Notice Information**

**Host Customer:**

\_\_\_\_\_, LLC  
Attn: Michael Kremer  
1808 Wedemeyer St. Suite 221  
San Francisco, CA 94129

**Provider:**

Wheeler Ridge-Maricopa Water Storage  
District  
Attn: Sheridan Nicholas  
12109 Highway 166  
Bakersfield, CA 93312  
Office: 661 858-2281

V. **Schedule 5— Site Specific Information and Requirements**

a. **Premises and Service Account**

PG&E Service Account Number:	6574682005
Utility Tariff/ Rate as of Effective Date:	AG-C

**b. Known Restrictions.**

In accordance with the General Conditions, the following information references any restrictions on the use of the Premises for the construction, ownership, use and operation of the Energy Storage System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, based on Host Customer’s actual knowledge as of the Effective Date. Any Environmental Documents, reports or studies in the possession or control of the Host Customer shall be delivered to Provider within \_\_\_\_\_ days of the Effective Date, and to the extent the Parties agree that additional investigation is needed, including investigation of DWR’s interests in any of the Premises, the Parties shall each pay for one half of the costs of such investigation:

<b>Type of Information</b>	<b>Information Delivered to Provider as of the Effective Date</b>
Phase I environmental site assessment	Unknown.
Reports on site sampling (soil or groundwater)	Unknown.
Land use restrictions imposed by governmental authorities	To be investigated.
Lease restrictions on proposed Energy Storage System installation	Unknown.
Cleanup plan, corrective action plan or permits applicable to Premises	Unknown.
Open spill reports or unresolved release reports	Unknown.
Known underground storage tanks, foundations, utilities	Unknown.
Utility easements or public rights of way	To be investigated.
Completed closure or “cap” on buried waste or other materials	Unknown.
Collection Systems in place for extracting and collecting methane, groundwater or leachate	Unknown.
Subject to the control of a trustee, group of entities or entities other than landlord and/or Host Customer	Unknown.



**c. Description of the Premises, Energy Storage System and Scope of Work**

The descriptions of the Energy Storage System and Scope of Work set forth below are estimates as of the Effective Date, which may change based on the final design and engineering of the Energy Storage System and Premises requirements.

<b>A. <u>Premises</u></b>	5P-P2 SE SE NE 9-11-22Taft, CA 93268 Parcel Numbers: 239-080-37
<b>Site diagram attached:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Premises are leased by Host Customer</b>  <b>Lease termination date:</b>	Not Applicable
<b>Premises are owned by Host Customer</b>  <b>Name of Mortgagee (lender):</b>	Yes.  Not applicable
<b>B. <u>Description of Energy Storage System</u></b>	
<b>Type:</b>	Grid-interconnected
<b>Energy Storage System Size:</b>	808kW / 1616 kWh
<b>Energy Storage System Technology:</b>	Lithium Iron Phosphate
<b>Inverter Size</b>	850 kVA
<b>Inverter:</b>	Tesla
<b>Control System</b>	A site controller, including a forecasting engine and energy management system that performs customer load analyses and dispatches the Energy Storage System to perform the Energy Management Services.
<b>C. <u>Scope of Work</u></b>	
<b>Overview:</b>	Design and supply grid-interconnected, battery energy storage system,

<b>Requirements:</b>	Pour-in-place pad mounted energy storage system
<b>E. Anticipated Subsidy or Rebate</b>	Self Generation Incentive Program

**Site Plan showing Parcel IDs**

[TO BE INSERTED BY THE PARTIES]

**VI. Schedule 6—Base Year Load, Utility Tariff and Rates**

The following information references the base year load, Utility Tariff and Rates of the Premises.

Premises:	PG&E Service Account Number: 6574682005	
Utility Tariff Rate as of Effective Date:	AG-C	
<b><u>Month</u></b>	<b><u>Non-coincident Peak Demand (kW)</u></b>	<b><u>On Peak Demand(kW)</u></b>
January	384	N/A
February	667	N/A
March	739	N/A
April	787	N/A
May	859	N/A
June	1070	696
July	1090	696
August	1037	619
September	931	542
October	936	N/A
November	782	N/A
December	379	N/A

◀ WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT ▶

## MEMORANDUM

TO: Board of Directors

FROM: Sheridan Nicholas

DATE: December 11, 2023

SUBJECT: **Consider Approval of Lease of KCWA Table A Water**

In 2010, the Westside 5 entered into a long-term banking agreement with Western Hills Water District (WHWD). The arrangement with WHWD has been beneficial to all involved parties since that time. Beginning in 2019, WHWD has not reimbursed the Kern County Water Agency (Agency) for costs associated with its 8,000 acre-feet of supply. Because of this, the WS5 did not had access to WHWD supplies for banking purposes.

In 2021, the Westside districts (Berrenda Mesa WD, Belridge WSD, Lost Hills WD and WRMWSD) entered into a two-year for the 8,000 acre-feet of KCWA's State Water Project Table A supply associated with the Western Hills program. Subsequently in 2023, the Westside 5 entered into a one-year lease for the same supply. The KCWA and Westside districts are looking to do the same for 2024. The draft 2024 agreement is attached.

In essence, the Westside districts will pay the annual costs of the WHWD supply in 2024, and the District will receive the actual supplies related to the WHWD contract with KCWA. As these are SWP supplies, the cost of said supplies is similar to the District's own Table A supplies, and will vary on a per acre-foot basis based upon the SWP allocation. The District's costs associated with this supply in 2021 and 2022 were \$322,399 and \$400,320, respectively; and in 2023 the cost was approximately \$525,000.

**Recommendation.** It is recommended that the Board of Directors authorize the Engineer-Manager to execute the CONTRACT BETWEEN KERN COUNTY WATER AGENCY AND WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT FOR LEASE OF KERN COUNTY WATER AGENCY STATE WATER PROJECT TABLE A WATER, subject to final approval of District Counsel and the Engineer-Manager.

C:\Users\druth\OneDrive - Wheeler Ridge Maricopa Water SD\Documents - WRMWSD Shared\Management\Shared\_AA\Board Mailing December 13, 2023\Prep Docs\8.5 WRM\_Memo\_2023\_KCWA\_Table\_A\_Lease.wpd

CONTRACT BETWEEN KERN COUNTY WATER AGENCY  
AND WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT FOR  
LEASE OF KERN COUNTY WATER AGENCY STATE WATER  
PROJECT TABLE A WATER

This contract (the “Table A Lease Agreement” or “Agreement”) is made this XX day of December 2023, by and between the Kern County Water Agency, hereinafter referred to as the “Agency” and Wheeler Ridge-Maricopa Water Storage District, hereinafter referred to as the “Member Unit.”

WHEREAS, in November 1968, the Agency entered into a water supply contract with the State of California Department of Water Resources (the “Department” and the “Master Contract”) for annual deliveries of water to the Agency from the State Water Project (the “SWP”); and

WHEREAS, the Agency and the Member Unit entered into a water supply contract in 1966, (the “Member Unit’s Contract”) wherein the Agency agreed to deliver portions of the annual water supply it receives from the Department under the Master Contract, and in return the Member Unit agreed to annually pay the Agency a percentage of the Agency’s obligation to pay the Department for that water; and

WHEREAS, the Agency, in its own right, receives up to 8,000 acre-feet annually of SWP Table A water; and

WHEREAS, the Agency Board of Directors has offered to lease such water to Belridge Water Storage District, Berrenda Mesa Water District, Lost Hills Water District and Wheeler Ridge-Maricopa Water Storage District (Participating Member Units) for a period of one year.

NOW, THEREFORE, it is hereby mutually agreed by the parties hereto as follows:

ARTICLE 1. TERM. The term of this Table A Lease Agreement shall be for one year terminating on December 31, 2024.

ARTICLE 2. WATER ALLOCATION. The Agency shall assign its annual allocation of SWP Table A water and Article 21 water to Participating Member Units based upon their SWP Table 1 Firm Entitlement in their Member Unit Contracts.

ARTICLE 3. MEMBER UNIT PAYMENT OF AGENCY COSTS.

- (a) The Member Unit hereby agrees to pay its pro rata share of the Agency's annual SWP Table A and Article 21 water costs as billed by the Department.
- (b) The Member Unit hereby agrees to pay its pro rata share of all costs associated with the delivery of the SWP Table A and Article 21 water, including Variable Operations, Maintenance, Power and Replacement costs, Off-Aqueduct Power through Dos Amigos Pumping Plant and incremental pumping costs as billed by the Department.
- (c) All billing, payments and adjustments for these costs shall be in accordance with the Member Unit's Contract.

ARTICLE 4. RESTRICTION ON USE OF WATER. The Member Unit may only transfer and/or exchange the SWP Table A water received pursuant to this Agreement with other Basic Contract Member Units. All SWP water supplies delivered pursuant to this Agreement shall be used within the SWP permitted place of use.

ARTICLE 5. WESTERN HILLS OBLIGATION. The Agency and the Participating Member Units shall negotiate in good faith a long-term transfer of the Agency's SWP Table A water if the Participating Member Units assume the Agency's long-term obligation to Western Hills Water District (Western Hills). The Agency may assist the Participating Member Units

with groundwater bank account exchanges should the Participating Member Units have insufficient transferable water supplies for the annual Western Hills obligation.

ARTICLE 6. LIABILITY. In the event of a claim of liability against the Agency for any environmental violations, including but not limited to the California Environmental Quality Act, that arises as a result of the Member Unit's lease of SWP Table A water from the Agency, the Member Unit shall defend (including expert costs), indemnify and hold the Agency harmless from any such claim. In the event of a claim of liability against the Agency that arises as a result of the Member Unit's lease of SWP Table A water from the Agency, the Member Unit shall defend, indemnify and hold the Agency and any of its Directors, officers, or employees harmless from any such claim. In the event of a claim of liability against the Agency that arises as a result of deliveries, exchanges and/or transfers of water supplies approved pursuant to this Agreement, Transferee shall defend, indemnify and hold the Agency and any of its Directors, officers, or employees harmless from any such claim.

ARTICLE 7. NOTICES. All notices and payments that are required to be given or made by one party to the other under this Agreement shall have been deemed to have been given or made if delivered personally, enclosed in a properly addressed envelope and delivered to a United States Post Office for delivery by registered or certified mail or an overnight delivery service with charges prepaid or charged to the sender's account, addressed to the recipient at the following applicable address, unless such address is changed by notice to the other party:

KERN COUNTY WATER AGENCY  
Attn: Water Resources Manager  
3200 Rio Mirada Drive  
Bakersfield, California 93308

MEMBER UNIT  
Attn: Engineer-Manager  
12109 Highway 166



Bakersfield, CA 93313

ARTICLE 8. NO CHANGES IN THE MEMBER UNIT'S CONTRACT. This Agreement does not amend, abridge or modify the Member Unit's Contract in any way.

ARTICLE 9. AMENDMENTS. This Agreement may be amended or modified only by a subsequent written agreement approved and executed by the Member Unit and the Agency.

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

MEMBER UNIT

KERN COUNTY WATER AGENCY

By: \_\_\_\_\_

By: \_\_\_\_\_  
Water Resources Manager

## ◀ WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT ▶

## MEMORANDUM

TO: Board of Directors

FROM: Sheridan Nicholas

DATE: December 11, 2023

**SUBJECT: Appointment of Director and Alternate(s) to Kern Water Bank GSA Board of Directors**

Last month, the WRMWSO Board of Directors approved a resolution forming the Kern Water Bank Groundwater Sustainability Agency (KWBGSA), as did the other public agency members of the Kern Water Bank. As part of that process, the District entered into a Joint Powers Agreement for the KWBGSA on November 16, 2023. The Department of Water Resources posted notice of the KWBGSA on December 1; and per the code, assuming no issue, the KWBGSA will take effect 90 days after. With that, the District would need to appoint a Director and possible alternates to the KWBGSA.

As the District currently has designated representatives as Director and alternates to the Kern Water Bank Board of Directors, it would seem appropriate to designate those same individuals to similar positions on the KWBGSA.

**Recommendation:** It is recommended the Board appoint Sheridan Nicholas as Director, and Eric McDaris and Dennis Atkinson as alternates, to the Kern Water Bank Groundwater Sustainability Agency Board of Directors.

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT

MEMORANDUM

TO: Board of Directors  
 FROM: Thomas Suggs  
 DATE: December 11, 2023  
 SUBJECT: Consider Bids For 78” Pipe Repair Kit

**Background:** In November 2022, the Board authorized staff to solicit bids to supply a 78-inch-diameter pipe kit to help expedite repairs to the 10P main lateral. The requirement was for a closure kit to repair 100-foot head class, 78-inch-diameter, C301 type, prestressed concrete steel cylinder pipe (PCCP) manufactured by Ameron Pipe Products approximately in 1972. A bid solicitation for this item was advertised in the *Bakersfield Californian* for four consecutive weeks beginning November 13<sup>th</sup>. One addendum was issued to all plan holders on November 21<sup>st</sup>.

Based on staff’s informal inquiries, only two suitable and potentially interested suppliers of the required products could be identified: One was Northwest Pipe Company, Ameron Pipe Products’s successor in interest located in Adelanto, California. The other was Rangeline Pipeline Services, LLC, a manufacturer of concrete pipe products located in Haslet, Texas. Copies of the Specification and the invitation for bids were sent directly to those two firms.

**Review of Bids Received:** Only one sealed bid, from Northwest Pipe Company, was received and publicly opened on December 6<sup>th</sup>, 2023. Northwest Pipe supplied their own terms and conditions, and in addition took exception to the requirement to design the closure kit, noting that the price was “based on detail provided by agency”; this was interesting, because the District did not propose a design. I only reminded Northwest Pipe that Ameron drafted a design at the District’s request in 2003. Although some of Northwest Pipe’s supplied terms may be inconsequential, their provision of alternate terms and conditions creates the potential for numerous conflicts with the terms contained in the District’s Specification and Contract Documents. At the time of this writing, Northwest Pipe has not responded as to whether they intend to charge tax and shipping, as allowed by their terms, in addition to the quoted price. If taxes (\$6,889) and shipping were added, the actual proposed price could be closer to \$100,000.

In addition, one nonconforming quotation was received by email from Rangeline Pipeline on December 4<sup>th</sup>. The Rangeline submittal was irregular in that it omitted a signed proposal form, bid security, and other required forms, and substituted Rangeline’s own terms and conditions.

The two offers received may be summarized as followings:

1. Northwest Pipe Company, \$83,500 plus to-be-determined taxes and shipping (a sealed bid)
2. Rangeline Pipeline Services, \$144,696 (a nonconforming email quotation)

For comparison, the 2023 Capital Expenditures budget contains a current-funded line item for a 10P Lateral repair kit in the amount of \$120,000 including District overhead charges. The 2024 Capital budget does not contain a line item for the subject repair kit.

## Agenda Item 8.7

Per the District's Purchasing Policy, the District may either a) accept the lowest responsive bid by a responsible bidder, b) reject any or all bids and readvertise, or c) reject all bids and determine that it is impractical to readvertise (as allowed under *Rule 1.F.(2)*) and authorize the purchase under open market purchase procedures (i.e., under *Rule 4*). Moreover, *Rule 1.F.(3)* allows for negotiated purchases if made directly by the Board of Directors.

**Recommendation:** It is recommended that the Board a) authorize the Engineer-Manager and District Counsel to attempt to work out agreeable terms with Northwest Pipe Company for the furnishing of a pipe repair kit as detailed in Specification WRM 23-04, and b) authorize the Board President and Secretary to execute a contract with Northwest Pipe Company for said repair kit, subject to approval of Counsel as to form of the final agreement, and provided that the total price is less than \$100,000.

WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT

MEMORANDUM

TO: Board of Directors  
 FROM: Thomas Suggs  
 DATE: December 8, 2023  
 SUBJECT: Consider Bids For PVC Pipe

**Background:** In November 2023, the Board authorized staff to solicit bids to supply PVC pressure pipe for a permanent interconnection between the 850A System and the 850B System. The requirement was for 2,700 linear feet of 12-inch-diameter gasketed PVC pipe in 165 psi head class.

A solicitation for bids on this project was advertised in the *Bakersfield Californian* beginning November 13<sup>th</sup> and continuing for four consecutive weeks. In addition, copies of the Specification and the invitation for bids were sent directly to eight potential suppliers of pipe.

**Review of Bids Received:** A total of four sealed bids were received and publicly opened on December 6<sup>th</sup>, 2023. Results are tabulated on the following page. A summary is shown below:

1. Laurel Ag and Water, \$90,207.00
2. Core & Main LP, \$93,820.28
3. Ferguson Waterworks Enterprises, \$98,292.08
4. Rain for Rent, \$108,449.55

In addition, an informal quotation lacking all required forms was received by email from BPS Supply Group in the amount of \$166,576.50. For comparison, the Engineer’s Estimate for the materials was \$113,000.

The low bid submittal by Laurel Ag & Water was slightly irregular in that it lacked a Bidder’s Non-Collusion Affidavit and acknowledgment of the addendum, but the missing forms were later supplied by Laurel Ag & Water. All of the other submittal packages, with the exception of the BPS Supply email quotation, appeared to be responsive and conforming.

Per the District’s Purchasing Policy, the District may either a) accept the lowest responsive bid by a responsible bidder, b) reject all bids and readvertise, or c) reject all bids and determine that it is impractical to readvertise (as allowed under *Rule 1.F.(2)*) and authorize the purchase under *Rule 4, Open Market Purchase* procedures.

Four valid, responsive bids were received, suggesting that it would not be impractical to readvertise in this instance. However, there are some reasons why it may be impractical to order and take delivery of the PVC pipe at this time.

**Other Factors That Affect the Timing of the Purchase:**

- a. Easements. It has taken longer than expected to develop easements across the affected parcels in favor of the District. Easement descriptions and exhibits have been drafted, but proposed documents have not been circulated to affected landowners, which include Tehachapi Bench

## Agenda Item 8.8

Vineyards, Char Phar Investments, and Tejon Ranch. In prior discussions, all three landowners were generally in favor of the project and the needed easements, but we have nothing in writing at this time.

- b. PG&E On-bill Financing.* It is taking longer than expected for PG&E to review and approve the project for on-bill financing. It is arguable whether PG&E financing is necessary for the project, but it would be proper to run this to ground before a materials purchase is made, especially since only expenses incurred after prior approval by PG&E would qualify for financing.
- c. The Major Time Driver is the Availability of District O&M Forces.* Isolation valves will be installed at the two ends of the future interconnection during winter maintenance 2023-2024. The balance of the pipeline construction could be done by District forces during any 60-day period prior to October 2024 and could even be done on a piecemeal basis before or after next fall. Lead times on PVC pipe materials are said to be running about 6 – 8 weeks at the current time. Accordingly, it appears that it would be practical to purchase materials in the spring after easements are worked out.

**Recommendation:** It is recommended that the Board reject all bids received and readvertise at later date.

**TABULATION OF BIDS RECEIVED**  
**SPECIFICATIONS NO. WRM 23-05, PVC Pipe**  
**Bid Received Until 2:00 pm, Dec 6, 2023**

	<b>Laurel Ag &amp; Water</b>	<b>Core &amp; Main</b>	<b>Ferguson Enterprises</b>	<b>Rain for Rent</b>	<b>Bakersfield Pipe (BPS Supply Group)</b>
a. Bidder's Executed Proposal Form	yes	yes	yes	yes	no
b. Proposal Bidding Schedule (Schedule "A")	yes	yes	yes	yes	no
c. Bidder's Non-Collusion Affidavit (notarized)	provided later	yes	yes	yes	no
d. Bid Security	yes	yes	yes	yes	no
e. Acknowledged Addendum #1	provided later	yes	yes	yes	no
Took Exception to Terms	no	no	no	yes	no
Unit Price	\$ 33.41	\$ 32.07	\$ 33.63	\$ 36.85	\$ 61.70
Subtotal	\$ 90,207.00	\$ 86,589.00	\$ 90,801.00	\$ 99,495.00	\$ 166,590.00
Taxes and Other Fees	included	\$ 7,231.28	\$ 7,491.08	\$ 8,954.55	unknown
<b>Total Price</b>	<b>\$ 90,207.00</b>	<b>\$ 93,820.28</b>	<b>\$ 98,292.08</b>	<b>\$ 108,449.55</b>	<b>\$ 166,576.50</b>

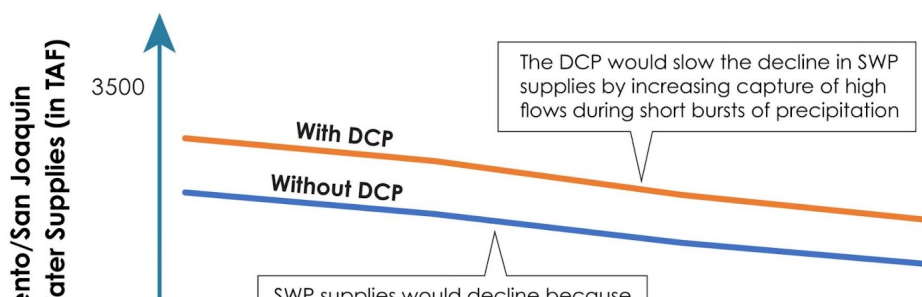
# Governor Newsom Reaffirms Support for Updated Delta Conveyance Proposal

Published: Dec 08, 2023

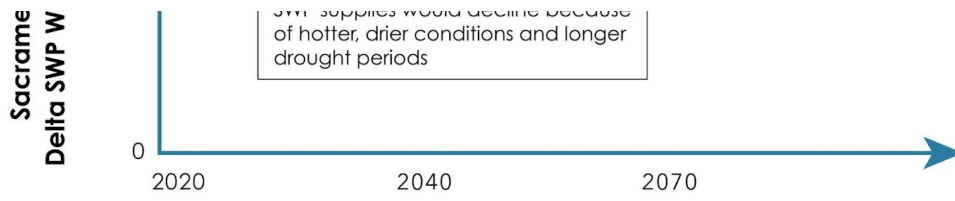
**WHAT YOU NEED TO KNOW:** Climate change is dwindling our water supply and threatening access for millions of Californians. This project proposal, redesigned following input from the public and Governor Newsom, aims to protect access for millions of Californians. The release of the final [Environmental Impact Report \(EIR\)](#) is a milestone in the state’s water strategy.

SACRAMENTO — Governor Gavin Newsom today reaffirmed his support for the redesigned Delta Conveyance Project proposal, highlighting how critical the project is to protect millions of people’s water access against the threats of climate change. Since day one, the Governor [pledged](#) to right-size this project to one tunnel and embrace an [all-of-the-above approach](#) to protecting California’s water access.

**WHY IT’S NEEDED:** California is expected to [lose 10% of its water supply](#) due to hotter and drier conditions, threatening the water supply for millions of Californians. Extreme weather whiplash will result in more intense swings between droughts and floods – *California’s 60-year-old water infrastructure is not built for these climate impacts*. During January’s atmospheric rivers, the Delta Conveyance Project could have captured enough water for 2.3 million people’s yearly usage.








The Delta Conveyance Project would yield about **500,000 acre-feet of water/year**, which is enough for about **5.2 million people**.

**HOW IT WORKS:** The redesigned Delta Conveyance Project would capture and move more water during wet seasons to better endure dry seasons. The tunnel, a modernization of the infrastructure system that delivers water to millions of people, would improve California’s ability to take advantage of intense periods of rain and excess flows in the Sacramento River. It would also help protect against the risk of an earthquake cutting off water supplies to millions of Californians, currently a 72% chance of 6.7+ magnitude in the area.







**Delta Conveyance Project**  
Fall 2023




## Fast Facts

### IMPORTANT WATER SUPPLY

The State Water Project (SWP) is an important water supply for California that can't be replaced.

-  **27 MILLION PEOPLE** receive clean, safe and affordable water from the SWP, including nearly 7 million disadvantaged community members
-  **750,000 ACRES OF FARMLAND** are irrigated with SWP water
-  Water supplied by the SWP sustains the world's **FIFTH LARGEST ECONOMY**
-  **2/3** of California's water originates in the **SIERRA NEVADA MOUNTAINS**
-  **50%** of California's water supply flows through the Delta and is delivered to **3 OUT OF 5 CALIFORNIANS**
-  **\$400 billion** in contributions to California's economy by SWP water

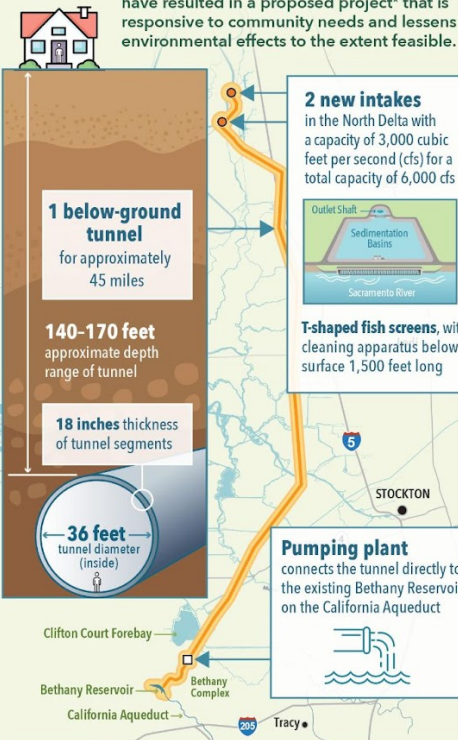


**29\*** State Water Contractors purchase and deliver water from the SWP as an important component of their regional water supply portfolios\*\*

- North Bay 11%
- South Bay 33%
- San Joaquin Valley 25 - 33%
- High Desert Region 30%
- Central Coast 47%


### MODERNIZED WATER INFRASTRUCTURE

Use of design and engineering innovations have resulted in a proposed project\* that is responsive to community needs and lessens environmental effects to the extent feasible.



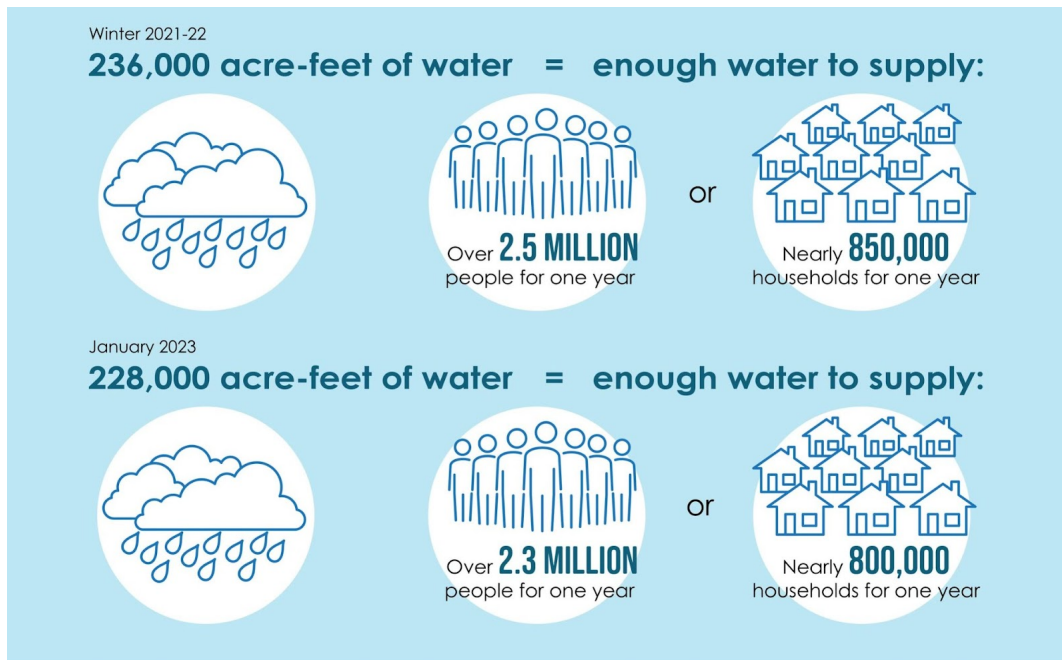
- 2 new intakes** in the North Delta with a capacity of 3,000 cubic feet per second (cfs) for a total capacity of 6,000 cfs
- 1 below-ground tunnel** for approximately 45 miles
- 140-170 feet** approximate depth range of tunnel
- 18 inches** thickness of tunnel segments
- 36 feet** tunnel diameter (inside)
- T-shaped fish screens**, with cleaning apparatus below surface 1,500 feet long
- Pumping plant** connects the tunnel directly to the existing Bethany Reservoir on the California Aqueduct

Clifton Court Forebay, Bethany Reservoir, Bethany Complex, California Aqueduct, Tracy, STOCKTON



Facilities designed to withstand **200-year flood** flows on top of water level elevations corresponding to **10.2-foot sea level rise**

**WHAT GOVERNOR NEWSOM SAID:** “Climate change is threatening our access to clean drinking water, diminishing future supplies for millions of Californians – doing nothing is not an option. After the three driest years on record, we didn’t have the infrastructure to fully take advantage of an exceptionally wet year, which will become more and more critical as our weather whiplashes between extremes. This proposed project is essential to updating our water system for millions of Californians. This new approach, redesigned following community and environmental input, is how we can build a California of the future.”



For more information, [click here for the Department of Water Resources press release.](#)

###

# DWR Releases Final Environmental Impact Report for Delta Conveyance Project

Published: Dec 08, 2023

The Department of Water Resources today released the Final Environmental Impact Report (EIR) for the proposed [Delta Conveyance Project](#), advancing an essential piece of the state’s strategy to protect water access for millions of Californians. It was redesigned following public input and Governor Newsom’s [pledge](#) of rightsizing the project to one tunnel to better support both environmental and water supply needs.

By 2040, California is expected to [lose 10% of its water supply](#) due to hotter temperatures. During January’s atmospheric rivers, the Delta Conveyance Project **could’ve captured enough water for 2.3 million peoples’ yearly usage**. Until this year, the state faced its [three driest years on record](#). Extreme weather whiplash will result in more intense swings between droughts and floods. **California’s 60-year-old State Water Project infrastructure is not built for these climate effects.**

The Delta Conveyance Project would modernize the state’s water infrastructure to:

- Capture and move more water during wet seasons to better endure dry seasons;
- Minimize future losses from climate-driven weather extremes;
- Protect against earthquakes disrupting water supplies;
- Continue meeting regulatory water quality and fishery requirements, and add new operating rules for further fishery protections;
- Includes a Community Benefits Program to ensure local communities get the means and resources to achieve tangible and lasting benefits.

“Climate change is threatening our access to clean drinking water, diminishing future supplies for millions of Californians – doing nothing is not an option. After the three driest years on record, we didn’t have the infrastructure to fully take advantage of an exceptionally wet year, which will become more and more critical as our weather whiplashes between extremes,” **said Governor Gavin Newsom**. “This project is essential to updating our water system for millions of Californians. This new approach, redesigned following community and environmental input, is how we can build a California of the future.”

## State Water Project Climate Change Vulnerabilities



Throughout development of the proposed project, DWR heard from local communities and used feedback to address concerns, with some of these recommendations including: avoiding the central Delta, avoiding forebays and barge landings, reducing pile driving, undergrounding power near sandhill crane habitat, minimizing acreage needed to store tunnel material, and minimizing the project footprint.

The proposed project also includes a Community Benefits Program, with the goal to identify and implement local projects that can provide tangible and lasting local benefits.

“Modernized infrastructure in the Delta is a missing link to the state’s most affordable and reliable source of water,” **said Karla Nemeth, Director of the California Department of Water Resources.** “Improving water use efficiency and increasing local water supplies is an important compliment to the State Water Project to ensure that a climate proof water supply remains affordable now and into the future.”

The environmental review included a 142-day public comment period in which DWR received more than 700 letters and 7,000 individual comments. Outreach began in 2020 and has included a multitude of webinars, workshops, briefings, multi-language informational materials, email updates, videos, animations, tabling at local events, and a comprehensive Delta survey. The Final EIR responds to all substantive comments.

“We worked hard to address local concerns and made considerable improvements to minimize terrestrial species effects, wetland impacts, noise, air quality impacts, traffic, power needs, boating and waterway effects, land disturbance, and overall project footprint,” **said Carrie Buckman, the project’s Environmental Program Manager.**

An Environmental Impact Report evaluates and discloses to public agency decision makers and the public the potential environmental impacts, and identifies feasible mitigation measures to avoid, minimize, or otherwise offset potentially significant impacts.

Proposed responses to comments, as well as the Final EIR and accompanying informational resources, can be accessed at [www.deltaconveyanceproject.com](http://www.deltaconveyanceproject.com). This action signifies the last step DWR is required to take under the California Environmental Quality Act (CEQA) prior to deciding whether to certify the EIR and approve the proposed project.

The Final EIR was prepared by DWR as the lead agency to comply with the requirements of CEQA. The Final EIR is presented in two volumes: 1) the contents of the entire Draft EIR, as revised, and 2) all comments received on the Draft EIR and responses to substantive comments.

At the conclusion of the CEQA process, DWR will determine if the Final EIR has been completed in compliance with CEQA and whether to certify that the Final EIR reflects DWR's independent judgment and analysis. Following certification of the Final EIR, DWR will then use the information in it to assist in determining whether to approve the proposed project, an alternative or no project. Learn more about the CEQA process [here](#). Find a full list of informational materials [here](#).

**Contact:**

Public Affairs Office, Department of Water Resources  
[media@water.ca.gov](mailto:media@water.ca.gov)



## Final Environmental Impact Report and Next Steps in Environmental Review

The Final Environmental Impact Report (EIR) for the proposed Delta Conveyance Project was prepared by the Department of Water Resources (DWR) as the lead agency to comply with the requirements of the California Environmental Quality Act (CEQA). The proposed project identified in the EIR would modernize the state's water infrastructure in the Delta to protect the reliability of this important water supply for 27 million Californians and 750,000 acres of farmland from earthquakes and climate-driven weather extremes. Specifically, the proposed project would update the water transport infrastructure in the Sacramento-San Joaquin Delta (Delta) by adding new facilities in the north Delta to divert water and upgrading the current system to include a tunnel for the movement of State Water Project (SWP) water supplies.

The EIR is presented in two volumes. Volume 1 includes Chapters 1 through 39 of the EIR, which are the impact analyses and associated appendices. Minor changes were made to the EIR since the Draft EIR to address substantive comments by agencies, organizations, or members of the public. Volume 2 includes all comments received on the Draft EIR and responses to substantive comments. DWR received approximately 700 comment letters that contained over 7,000 comments on the Draft EIR. To address similar substantive comments, DWR has included 15 Common Response that are a part of Volume 2. The Final EIR can be viewed at [www.deltaconveyanceproject.com](http://www.deltaconveyanceproject.com).

Following the release of the Final EIR, DWR may take the following steps in the CEQA process to move the proposed project forward.

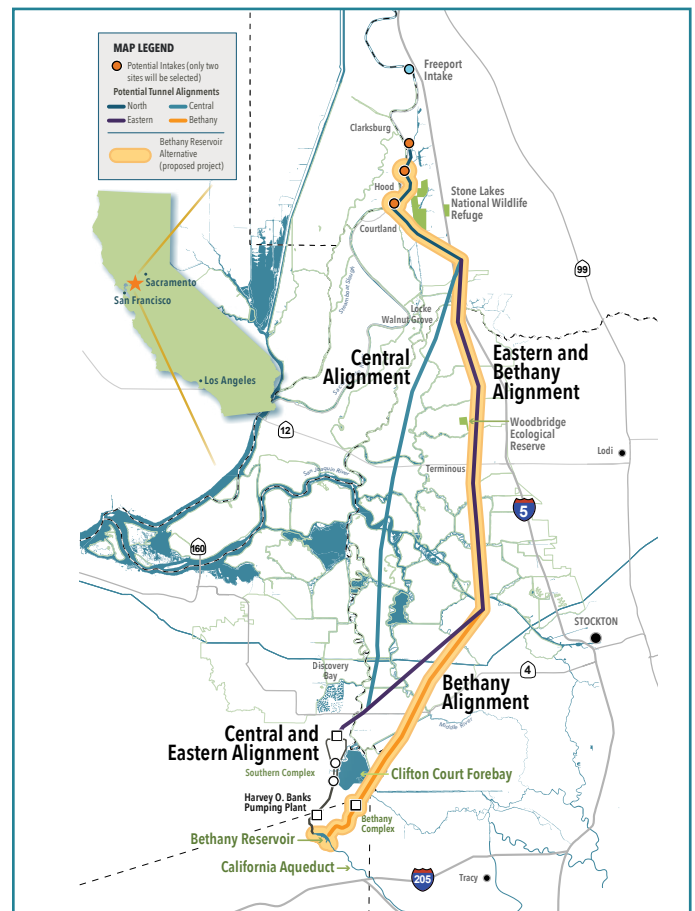
- **Determine:**
  1. If the Final EIR has been completed in compliance with CEQA.
  2. Whether to certify that the Final EIR reflects DWR's independent judgment and analysis.
- **Approval:**

Approve the proposed project, an alternative or no project. In addition, if DWR approves the proposed project or an alternative, it would adopt "CEQA Findings," a Mitigation, Monitoring and Reporting Program (MMRP), and a Statement of Overriding Considerations if impacts cannot be mitigated to "less than significant."
- **Notice of Determination Issuance:**

Issue a Notice of Determination if the proposed project or project alternative is approved.

### ABOUT THE PROPOSED PROJECT

DWR selected the Bethany Reservoir Alignment, which is presented as Alternative 5 in the EIR, as the proposed project because of engineering feasibility, conceptual design, constructability, and the potential to reduce key environmental impacts on cultural resources, wetlands and other waters of the United States, wildlife habitat, transportation, air quality, noise, and impacts to Delta communities. The proposed project consists of the construction, operation, and maintenance of new SWP water diversion and conveyance facilities in the Delta that would be operated in coordination with the existing SWP facilities. The new water conveyance facilities would divert up to a combined 6,000 cubic feet per second of water from two new north Delta intakes with state-of-the-art fish screens and convey it through a single tunnel directly to a new pumping plant and aqueduct complex in the south Delta, discharging it to the Bethany Reservoir for delivery through existing SWP export facilities.



**FOR IMMEDIATE RELEASE:**

December 8, 2023

**CONTACT:**Katie Lee  
(916) 541-9522[klee@fionahuttonassoc.com](mailto:klee@fionahuttonassoc.com)

## State Water Contractors Applaud Release of Final Environmental Impact Report for the Delta Conveyance Project

*Final EIR Represents Significant Project Milestone, Important Step Toward Building California's Resiliency to Climate Change*

**Sacramento, CA** – Today, the California Department of Water Resources (DWR) released the [Final Environmental Impact Report \(Final EIR\)](#) for the Delta Conveyance Project – a critical climate adaptation strategy to modernize the existing State Water Project (SWP) infrastructure in the Sacramento-San Joaquin Delta. The proposed Delta Conveyance Project's Bethany Alignment will help the SWP safely capture, move and store water amidst the rapid swings between wet and dry conditions that have become our new normal as the state's climate changes. This long-considered and exhaustively studied project is necessary to provide increased water security for the 27 million people and 750,000 acres of farmland that depend on it.

### **Statement from Jennifer Pierre, General Manager of the State Water Contractors:**

"We applaud DWR for advancing the Delta Conveyance Project with the release of the Final EIR and for reaching this critical point in the project's development. The proposed project is a crucial part of the state's [Water Resilience Portfolio](#) and protects the state against future water supply losses caused by climate-driven weather extremes, sea level rise and earthquakes.

The State Water Contractors and local public water agencies throughout the state have been hard at work building and strengthening local projects and water supplies to serve their customers – all of which rely on foundational water from the SWP. Building local water supply resiliency requires the consistent and stable delivery of SWP water to support recycling, groundwater management, storage and conservation. There is no choosing between the Delta Conveyance Project and additional local supply projects – California can and must do both.

The Delta Conveyance Project represents a golden opportunity to increase the SWP's ability to move and store water when it's wet for use when it's dry and will allow us to be more flexible in

response to the state’s changing hydrological conditions. The proposed project is the right approach at the right time to modernize the SWP’s 60-year-old Delta infrastructure, and the Final EIR clearly shows that the project has been downsized, refined, and redesigned to avoid and reduce local impacts and address environmental concerns.

We look forward to seeing the Final EIR certified. We can no longer afford to let this project be delayed any further. Our climate reality requires that we build and adapt, and the Delta Conveyance Project is one of the best opportunities we will ever have to get that done for California.”

**###**

◀ WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT ▶

## MEMORANDUM

TO: Board of Directors

FROM: Robert Kunde

DATE: December 11, 2023

**SUBJECT: Sites Reservoir - November 17, 2023 Authority Board Actions Related to Adoption of Final Environmental Impact Report by Resolution 2023-02**

**The actions taken on November 17, 2023 in Maxwell, California, represent completion of a major milestone for the Sites Reservoir Project.**

On that date, the Sites Reservoir Authority held a public hearing and considered public comments on the Sites Final Environmental Impact Report (Final EIR). Thereafter, upon the recommendation of the Sites Reservoir Project Committee, the Sites Project Authority adopted *Resolution No. 2023-02: A Resolution of the Sites Project Authority Board of Directors Related to the Sites Reservoir Project:*

- *Certifying the Final EIR;*
- *Adopting CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program;*
- *Approving the Project; and*
- *Directing the Executive Director to File the Notice of Determination and Certify The Record of Proceedings*

The Resolution itself (5 pages) is attached hereto. Incorporated by reference into the Resolution is an attachment of 319 pages which is included with the Sites Board Packet at:

<https://sitesproject.org/meetings/friday-november-17/>

The Final EIR is posted at:

<https://sitesproject.org/environmental-review/>.

The Sites press release following the meeting is also attached.

The federal certification of the Environmental Impact Statement by the Bureau of Reclamation cannot be done until the Biological Opinions are completed in 2024.

Should the Board desire to enter into the Benefits and Obligations Contract with the Sites Project (sometime in 2025), it would be necessary for the Board to hold a public hearing to consider adopting the Final EIR prior to entering into said Contract.

Attachments

(filename C:\Users\rkund\Documents\\_WRM\BdPkt\B\_D\_Sites EIR Memo.wpd)





**A RESOLUTION OF THE SITES PROJECT AUTHORITY BOARD OF DIRECTORS  
RELATED TO THE SITES RESERVOIR PROJECT  
CERTIFYING THE FINAL EIR; ADOPTING CEQA FINDINGS, STATEMENT OF  
OVERRIDING CONSIDERATIONS, AND MITIGATION MONITORING AND  
REPORTING PROGRAM; APPROVING THE PROJECT; AND DIRECTING THE  
EXECUTIVE DIRECTOR TO FILE THE NOTICE OF DETERMINATION AND CERTIFY  
THE RECORD OF PROCEEDINGS**

Resolution No. 2023-02

**WHEREAS**, the California Department of Water Resources (“DWR”) originally published a notice of preparation (“NOP”) for the Sites Reservoir Project Environmental Impact Report (“EIR”) pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”) on November 5, 2001; and

**WHEREAS**, the Sites Project Authority (“Authority”) assumed the role of CEQA lead agency, and issued a supplemental NOP on February 2, 2017, conducted two scoping meetings in February 2017, and prepared a scoping report following those meetings; and

**WHEREAS**, in 2017 the Authority prepared a Draft Environmental Impact Report (“Draft EIR”) (SCH No. 2001112009) for the Sites Reservoir Project (“Project”) in accordance with CEQA and the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.); and

**WHEREAS**, the Draft EIR evaluated four surface water reservoir size and conveyance alternatives, ranging from 1.3 to 1.8 million-acre feet in reservoir size and included a new Delevan Pipeline to convey water to and from the Sacramento River; and

**WHEREAS**, the Authority issued a notice of availability (“NOA”) of the Draft EIR on August 14, 2017, with the public review period extended to January 15, 2018, during which 137 comment letters and emails were received, along with comments received at two public hearings held during the public comment period; and

**WHEREAS**, in October 2019, the Authority initiated a value planning process to identify and evaluate additional alternatives that could make the Project more affordable for the Sites Storage Partners while also reducing impacts and addressing comments on the 2017 Draft EIR; and

**WHEREAS**, refinements from the value planning process resulted in the identification of three new alternatives (including one alternative with two variants) with reservoir sizes ranging from

1.3 to 1.5 million-acre feet, utilizing existing conveyance facilities to the extent practical, and eliminating the Delevan Pipeline; and

**WHEREAS**, based on the value planning process and pursuant to Section 15088.5 of the CEQA Guidelines, on April 22, 2020, the Board of Directors (“Board”) of the Authority, as the decision-making body, directed staff to prepare and recirculate the 2017 Draft EIR as a Revised Draft EIR (“RDEIR”), completely revising the analysis to reflect the changes to the Project and the environmental analysis; and

**WHEREAS**, on November 12, 2021, the Authority issued an NOA and released the RDEIR for a public review period that was extended to January 28, 2022, holding two public meetings on December 15, 2021, and December 16, 2021; and

**WHEREAS**, during the public review period, written and oral comments were received including 101 unique communications with approximately 1,000 discrete comments; and

**WHEREAS**, on November 2, 2023, the Authority released a Final EIR that includes comments received during the public comment period together with responses to those comments raising significant environmental issues, and that incorporates information obtained since the release of the RDEIR, including additions, clarifications, and modifications to the analysis in the RDEIR; and

**WHEREAS**, pursuant to Public Resources Code Section 21092.5(a) and CEQA Guidelines Section 15088(b), the Authority provided written responses to all public agencies that submitted timely comments on the RDEIR at least 10 days prior to certification of the EIR; and

**WHEREAS**, the Authority made the Final EIR publicly available on its website (<https://sitesproject.org/>) on November 2, 2023; and

**WHEREAS**, the Final EIR has been prepared in accordance with the requirements of CEQA and the CEQA Guidelines; and

**WHEREAS**, the Final EIR sufficiently analyzes both the feasible mitigation measures that could avoid or substantially lessen the Project’s significant impacts and a reasonable range of alternatives in accordance with CEQA and the CEQA Guidelines; and

**WHEREAS**, the findings and conclusions made by the Authority pursuant to this Resolution are based upon oral and written evidence presented as a whole and not based solely on the information provided in this Resolution; and

**WHEREAS**, the Board at its regular meeting on November 17, 2023, reviewed and considered the analysis in the Final EIR and the significant impacts of the Project, and this review included, but was not limited to, the information and data in the Final EIR; the comments on the RDEIR received during the public review period; and written and oral testimony given at the Authority’s meetings and hearings; and

**WHEREAS**, the information and clarifications added to the RDEIR, the comments made in the public hearings conducted by the Authority, and the information submitted to the Authority, do not constitute significant new information requiring another round of recirculation under CEQA Guidelines Section 15088.5; and

**WHEREAS**, the Authority has prepared detailed findings under CEQA in accordance with Public Resources Code Sections 21081 and 28081.5 and CEQA Guidelines Sections 15091 and 15092 for each significant impact of the Project identified in the Final EIR and for each alternative evaluated in the Final EIR, including an explanation of the rationale for each finding by the Authority (attached to this resolution, including Exhibits A and B to the findings); and

**WHEREAS**, the Project will have significant impacts that cannot feasibly be mitigated to less than significant levels, and the Authority has accordingly prepared a Statement of Overriding Considerations (included as part of the attached findings) in accordance with Public Resources Code Section 21081(b) and CEQA Guidelines Section 15093, which concludes that specific economic, legal, social, technological, and other benefits of the Project outweigh the significant and unavoidable impacts identified in the Final EIR; and

**WHEREAS**, the Authority has prepared a Mitigation Monitoring and Reporting Program in compliance with Public Resources Code Section 21081.6 and CEQA Guidelines Section 15097 (attached as Exhibit B to the findings) to ensure implementation of the mitigation measures identified in the Final EIR during implementation of the Project; and

**WHEREAS**, the Authority has identified the location and custodian of materials that constitute the record of proceedings in this matter; and

**WHEREAS**, on November 6, 2023, California Governor Gavin Newsom certified the Sites Reservoir Project as an infrastructure project qualifying for judicial streamlining under Senate Bill 149 (Chapter 60, Statutes of 2023), Public Resources Code Section 21189.80 et seq., and the Sites Project Authority has issued the public notices as required; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred:

**NOW THEREFORE, BASED ON THE FOREGOING, BE IT RESOLVED THAT THE BOARD** certifies pursuant to CEQA Guidelines Section 15090 that:

1. The Final EIR (SCH# 2001112009) has been completed in compliance with CEQA and the CEQA Guidelines.
2. The Final EIR was presented to the Board and the Board reviewed and considered the information in the Final EIR, prior to approval of the Sites Reservoir Project.
3. The Final EIR reflects the Authority's independent judgement and analysis.

**BE IT FURTHER RESOLVED** that the Board makes and adopts the findings as required by Public Resources Code Sections 21081 and 21081.5 and CEQA Guidelines Sections 15091 and 15092, which are attached and are incorporated fully herein by this reference; and

**BE IT FURTHER RESOLVED** that the Board adopts the Statement of Overriding Considerations as required by Public Resources Code Section 21081(b) and CEQA Guidelines Section 15093, which is attached and is incorporated fully herein by this reference; and

**BE IT FURTHER RESOLVED** that the Board adopts the Mitigation Monitoring and Reporting Program as required by Public Resources Code Section 21081.6 and CEQA Guidelines Section 15097, which is attached as Exhibit B to the findings and is incorporated fully herein by this reference; and

**BE IT FURTHER RESOLVED** that the Board approves the Project as described in the attached CEQA findings and directs the Executive Director to file the Notice of Determination, pay all associated fees, and certify the record of proceedings, consistent with CEQA and Senate Bill 149.

**PASSED, APPROVED, AND ADOPTED** by the Board of Directors of the Sites Project Authority this **17<sup>th</sup> of November 2023** by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**I, Fritz Durst, Chair of the Authority Board of the Sites Project Authority, do hereby certify** that the resolution set forth above is a true and accurate copy of the resolution of the Sites Project Authority at a duly called meeting of the Board on **17<sup>th</sup> of November, 2023** and that said resolution has not been rescinded, amended, or modified and is in full force and effect as of the date hereof..

**In Witness Whereof, I have executed this certificate this 17<sup>th</sup> of November 2023.**

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Fritz Durst, Chair Authority Board, Sites Project Authority

**Attachment:** Sites Project Authority Certification of the Final Environmental Impact Report for the Sites Reservoir Project; Adoption of California Environmental Quality Act Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program; Approval of the Sites Reservoir Project; and Direction to the Executive Director to File the Notice of Determination and Certify the Record of Proceedings



**For Immediate Release:**

November 17, 2023

Contact: Ann Newton

(310) 774-7639

### **Sites Reservoir Reaches Milestone in Environmental Review Process**

SACRAMENTO, CA – The Sites Project Authority, as the lead agency under the California Environmental Quality Act, has certified the Final Environmental Impact Report (Final EIR) and approved the Sites Reservoir Project (Project). This important milestone is the culmination of years of planning and a collaborative effort to increase the reliability of statewide water supplies for environmental, agricultural, and urban uses. With this certification, the Authority will be working to move the project forward through the final planning stages and on to construction.

“Over the last six years, we conducted one of the most comprehensive environmental analyses ever done for a water supply project to design a project that can meet the needs of California’s communities, farms, and environment,” said **Fritz Durst, Chair of the Sites Project Authority Board of Directors**. “Sites Reservoir is a new way of managing water designed to provide resiliency and reliability amid our changing climate.”

The Sites Reservoir Project would increase water supply throughout California and provide, for the first time, environmental benefits by storing water specifically for the environment to support native wildlife and their habitat during drought periods. The 1.5 million acre-foot, off-stream, water storage project is being advanced to increase California’s water and climate resiliency while also protecting and enhancing the environment.

“Sites Reservoir is truly a product of collaboration. The Project would not be possible without the support of our participants and government partners, who all recognize the unique benefits of Sites Reservoir,” said **Jerry Brown, Executive Director of the Sites Project Authority**. “During the multi-year environmental process, we also considered and incorporated feedback from a wide variety of stakeholders, and we have a better Project because of it. It’s allowed us to put forward a Project that is affordable, permissible, and buildable—one that will benefit all of California.”

The Final EIR, which was released as a joint Final EIR/Environmental Impact Statement with the Bureau of Reclamation as the lead federal agency, evaluates and describes the environmental effects and proposed mitigation measures associated with construction and operation of the Sites Reservoir Project. It includes updates to the Revised Draft Environmental Impact Report/Supplemental Draft Environmental Impact Statement (RDEIR/SDEIS), released in 2021, to reflect changes to the Project and to address public comments received during the review period. The Final EIR contains revised modeling results due to changes in diversion criteria, however, no new or substantially greater impacts were identified with the addition of these refinements.

The Final EIR/EIS and information about the environmental review process can be found online at [www.sitesproject.org/environmental-review/](http://www.sitesproject.org/environmental-review/). For questions about the Sites Reservoir Project, contact Alicia Forsythe, Sites Project Authority, at 916-880-0676 or [aforsythe@sitesproject.org](mailto:aforsythe@sitesproject.org).

*Sites is an off-stream reservoir proposed north of the Sacramento-San Joaquin Delta, where it would provide unique water supply and environmental benefits during dry periods, especially during extended drought. Additional information can be found at [www.sitesproject.org](http://www.sitesproject.org) or on Facebook and Twitter at @SitesProject.*



# KERN COUNTY WATER AGENCY

Stuart T. Pyle Water Resources Center

3200 Rio Mirada Drive

Bakersfield, California

## Notice of Special Board Meeting

November 30, 2023

### AGENDA

- I. Call to Order – 8:00 a.m.
- II. Directors’ Forum
- III. Public Comment  
Anyone may comment on any subject within Agency jurisdiction whether or not it is on the agenda. Time for such comment may be limited.
- IV. Report of the General Manager
- V. Report of the General Counsel
  - A. Authorization for Closed Session regarding:
    1. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation: (Government Code section 54956.9, subdivision (d)(2)):
      - a. One potential suit
- VI. Adjournment

DECLARATION OF POSTING: I declare under penalty of perjury that I am employed by the Kern County Water Agency and that I posted the foregoing Agenda at the Agency Office on November 28, 2023.

A handwritten signature in blue ink, appearing to read "Stephanie N. Prince".

Stephanie N. Prince, Board Secretary

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Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

# KERN WATER BANK AUTHORITY

**Regular Meeting of Board of Directors  
Tuesday, November 14, 2023 3:00 P.M. <sup>i</sup>  
Kern Water Bank Authority Conference Room  
1620 Mill Rock Way, Suite 500, Bakersfield, California**

This meeting is held in accordance with the Brown Act pursuant to Section 54950, et seq. of the California Government Code and the Kern Water Bank Authority Joint Powers Agreement.

- 1. Roll Call**
- 2. Approval of Minutes**  
October 10, 2023 Regular Board of Directors Meeting.
- 3. Treasurer's Report**  
Submission of the October 2023 Treasurer's Report for approval.
- 4. Authorization to Pay Expenses of Authority**  
Submission of the October 2023 accounts payable for approval to pay.
- 5. Net Energy Metering Aggregation (NEM2A) Application**  
The Board will consider and possibly approve NEM2A application process and associated expenditures.
- 6. GSP Development Cost Share**  
The Board will review and possibly approve a Kern Subbasin cost sharing agreement to revise the Groundwater Sustainability Plans.
- 7. Reports**
  - A. Staff Report**  
Review and possibly act on previously submitted Staff Report and staff recommendations regarding:
    - (1) Water Bank Operations
    - (2) 3<sup>rd</sup> Party Facilities on Kern Water Bank
    - (3) Adjacent Properties
    - (4) KWBA HCP/NCCP and Land Management
    - (5) Capital Improvements and Funding Status
    - (6) Power Study
    - (7) Data Management Change
    - (8) Banking Update
    - (9) Retirement Plan Update
  - B. Directors, Counsel, and Committee Reports**  
The Board of Directors will hear and possibly act on reports and recommendations:
    - (1) Kern Fan Monitoring Committee
    - (2) Kern Groundwater Authority
    - (3) Engineering Committee



**8. Old Business**

This portion of the meeting is set aside for the discussion of matters which have been addressed at previous Board meetings.

**9. New Business**

This portion of the meeting is set aside to provide the Board an opportunity to bring to the attention of the other Board members and the public, matters which have come to their attention, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

**10. Public Input**

This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Board members, matters of which the Board may not be aware, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

**11. Closed Session**

The Board will meet in a closed session and possibly act on the following:

- A) Conference with Legal Counsel - Pending Litigation (Gov't. Code section 54956.9(d)(1)).
  - 1) Various Applications to appropriate Kern River water, complaint, and related proceedings before the State Water Resources Control Board.
  - 2) KWBA v. Kern LAFCo (Kern County Sup. Ct., Case No. BCV-21-101310-GP, Fifth Appellate Dist., Case No. F085669).
- B) Conference with Legal Counsel - Anticipated Litigation: Initiation of litigation pursuant to Gov't. Code section 54956.9(d)(4). Two potential litigations.
- C) Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to Gov't Code section 54956.9(d)(2). Two potential litigations.
- D) Conference with Real Property Negotiator – Gov't. Code section 54956.8.

KWBA Representative: General Manager  
Under Negotiation: Price and Terms of Payment  
Negotiating Parties: Kern County Water Agency (KCWA) and KWBA  
Property: Basin 11 and KCWA Pioneer Project Easement and Joint Use Agreement

E) Conference with Real Property Negotiator – Gov’t. Code section 54956.8.

KWBA Representative: Assistant General Manager  
Under Negotiation: Price and Terms of Payment  
Negotiating Parties: West Kern Water District (WKWD) and KWBA  
Property: APNS 160-140-14, 160-140-12, and 160-120-39

**12. Reconvene and Report from Closed Session** (Gov’t. Code section 54957.1)

**13. Adjourn**

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<sup>i</sup> Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

# KERN WATER BANK AUTHORITY

## MEMORANDUM

To: KWBA Board of Directors; Steve Torigiani

From: KWBA Staff

Date: November 10, 2023

Subject: Monthly Status Report

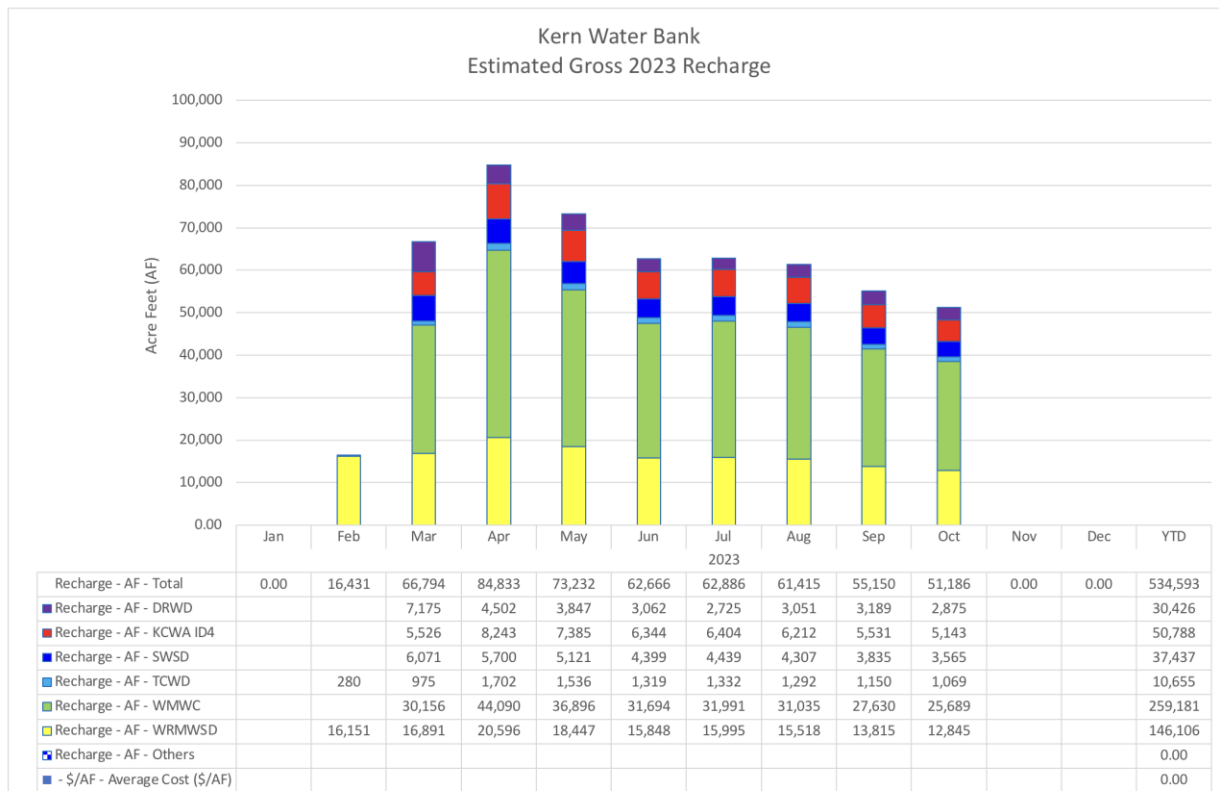
### CALENDAR

- November 14 - KWBA Regular Board of Directors Meeting (3:00 P.M.)
- November 23-24 - Thanksgiving (holiday observed)
- December 12 - KWBA Regular Board of Directors Meeting (3:00 P.M.)

### OPERATIONS

#### Recharge

Recharge activities commenced on February 2, 2023, and ceased on February 23, 2023. Recharge activities resumed on March 3, 2023, with current flows at approximately 765 cfs. All recharge basins are currently full. Estimated September and October 2023 gross recharge is approximately 55,150 and 51,200 acre-feet respectively, for an estimated gross recharge of 534,600 acre-feet to date.



### **Recovery**

No current recovery operations.

## **FACILITIES**

### **Facilities Maintenance**

Routine maintenance continues on roads, water delivery structures, pumping stations and canals to accommodate recharge activities. Gillex is currently doing temporary repairs on several roads and other areas due to seepage from recharge basins.

### **Vegetation Management and Grazing**

Spraying, tumbleweed removal, mowing along fence lines, structures, and around wells continues. Grazing is occurring throughout all areas on the Kern Water Bank.

## **THIRD PARTIES**

No Report.

## **ENVIRONMENTAL – GENERAL AND HCP ISSUES**

### **Conservation Bank**

Eighteen Conservation Bank Credits have been purchased this year.

## **CONSTRUCTION**

### **Capitalized Maintenance Program**

Turnout replacements are currently on hold due to recharge activities.

### **Replacement Wells**

Well 30S/26E-7N01- The well failed and an inspection indicated the casing had multiple holes and the integrity of the casing is compromised. It is being replaced by well 30S/26E-07N02 which has been drilled, cased, swabbed and developed. Underground electrical, well pad foundation and perimeter flatwork are complete, and finish electrical is in process.

### **Standby Wells**

Wells 30S/25E-09D01, 20D01, 12J01, and 3L02 have been drilled, cased, swabbed, developed, and all well pad foundations have been poured. P&P finalized pump design for all wells and BWP has installed all the casing, tube, shaft, pumps, motors and electrical panels except on well 3L02. BWP has installed underground electrical conduit and poured the perimeter foundation at well 9D01, 20D01 and 12J01 and will continue with well 3L02. Well discharge construction will start in January 2024.

### **Well Rehabilitation and Repairs**

There are currently no wells under rehabilitation or repairs.

### **Capital Improvements/Repairs and Replacement**

#### ***Basin 11***

Turnouts are complete and (4) have been delivered to the job site. Pipes and gates have been delivered to Nicholas Construction's yard. Construction is currently on hold until recharge operations and legal agreements are complete.

#### ***Strand Siphon Replacement***

The Strand Siphons are currently in use. Replacement facilities using a turnout onto Strand Ranch have been designed. Currently waiting for Irvine's review of encroachment and joint-use agreements. Construction will be delayed until recharge operations are complete.

#### ***Enos Lane Culvert***

Meyer Engineering has started detailed design and Caltrans permit work to proceed with the Enos Lane Culvert expansion.

### **ADMINISTRATIVE**

#### ***Power Study***

The power study is continuing to evaluate viable electrical power generation and/or power purchase alternatives. The work to this point is showing that a single alternative will not provide optimal benefit to the KWBA but a combination of onsite generation with a form of power purchase agreement (PPA) seems ideal. Staff and outside consultants are currently evaluating locations for an onsite solar facility that would be owned by the KWBA and utilize Net Energy Metering 2A (NEM2A). In addition, several developers are being contacted to determine the level of interest in a proposed PPA.

#### ***Data Management Change***

Staff is continuing to evaluate the size and scope of the various data sets utilized by the KWBA to determine the optimal database and reporting tools to recommend to the board.

#### ***Banking***

Staff is continuing to work with U.S. Bank to implement Positive Pay on the checking accounts. Staff is also working with U.S. Bank to set up sweeps to move the daily cash float into interest earning investment accounts.

***Retirement Plans***

Staff has interviewed two fiduciaries, Shuster Advisory Group and Western Growers Financial Services to replace Tom Webb to manage the 401(a) and 457(b) retirement plans. It is staff's recommendation to use Western Growers Financial Services.

***Health Insurance Renewal***

Staff reached out to an additional broker to get a competitive bid from United Ag. The quote from United Ag was similar in terms of cost and level of benefits so a change to a different health insurance plan is not recommended by staff.

# KERN WATER BANK AUTHORITY

**Regular Meeting of Board of Directors  
Tuesday, December 12, 2023, 3:00 P.M. <sup>i</sup>  
Kern Water Bank Authority Conference Room  
1620 Mill Rock Way, Suite 500, Bakersfield, California**

This meeting is held in accordance with the Brown Act pursuant to Section 54950, et seq. of the California Government Code and the Kern Water Bank Authority Joint Powers Agreement.

- 1. Roll Call**
- 2. Approval of Minutes**  
November 14, 2023 Regular Board of Directors Meeting.
- 3. Treasurer's Report**  
Submission of the November 2023 Treasurer's Report for approval.
- 4. Authorization to Pay Expenses of Authority**  
Submission of the November 2023 accounts payable for approval to pay.
- 5. New Hire**  
The Board will consider and possibly approve hiring an additional employee.
- 6. Administrative Services Agreement**  
The Board will consider and possibly approve a form of agreement to provide administrative and management services for the Kern Water Bank GSA JPA.
- 7. Retirement Plan Change**  
The Board will consider and possibly approve moving the 457b and 401(a) Plans from Shuster Financial/PenServ to Schwab/NWPS with Western Growers as investment advisor.
- 8. Reports**
  - A. Staff Report**  
Review and possibly act on previously submitted Staff Report and staff recommendations regarding:
    - (1) Water Bank Operations
    - (2) 3<sup>rd</sup> Party Facilities on Kern Water Bank
    - (3) Adjacent Properties
    - (4) KWBA HCP/NCCP and Land Management
    - (5) Capital Improvements and Funding Status
    - (6) Power Study
    - (7) Data Management Change
    - (8) Banking Update

**B. Directors, Counsel, and Committee Reports**

The Board of Directors will hear and possibly act on reports and recommendations:

- (1) Kern Fan Monitoring Committee
- (2) Kern Groundwater Authority
- (3) Engineering Committee

**9. Old Business**

This portion of the meeting is set aside for the discussion of matters which have been addressed at previous Board meetings.

**10. New Business**

This portion of the meeting is set aside to provide the Board an opportunity to bring to the attention of the other Board members and the public, matters which have come to their attention, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

**11. Public Input**

This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Board members, matters of which the Board may not be aware, subject to certain exceptions. No action can be taken on any matter discussed during this portion of the meeting; however, a Board member may request that a subject be placed on any future agenda.

**12. Closed Session**

The Board will meet in a closed session and possibly act on the following:

- A) Conference with Legal Counsel - Pending Litigation (Gov't. Code section 54956.9(d)(1)).
  - 1) Various Applications to appropriate Kern River water, complaint, and related proceedings before the State Water Resources Control Board.
  - 2) KWBA v. Kern LAFCo (Kern County Sup. Ct., Case No. BCV-21-101310-GP, Fifth Appellate Dist., Case No. F085669).
- B) Conference with Legal Counsel - Anticipated Litigation: Initiation of litigation pursuant to Gov't. Code section 54956.9(d)(4). Two potential litigations.
- C) Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to Gov't Code section 54956.9(d)(2). Two potential litigations.



D) Conference with Real Property Negotiator – Gov’t. Code section 54956.8.

KWBA Representative: General Manager  
Under Negotiation: Price and Terms of Payment  
Negotiating Parties: Kern County Water Agency (KCWA) and KWBA  
Property: Basin 11 and KCWA Pioneer Project Easement and Joint Use Agreement

E) Conference with Real Property Negotiator – Gov’t. Code section 54956.8.

KWBA Representative: Assistant General Manager  
Under Negotiation: Price and Terms of Payment  
Negotiating Parties: KWBA and Various Parties  
Properties: Various

**13. Reconvene and Report from Closed Session** (Gov’t. Code section 54957.1)

**14. Adjourn**

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<sup>i</sup> Requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

# KERN WATER BANK AUTHORITY

## MEMORANDUM

To: KWBA Board of Directors; Steve Torigiani

From: KWBA Staff

Date: December 11, 2023

Subject: Monthly Status Report

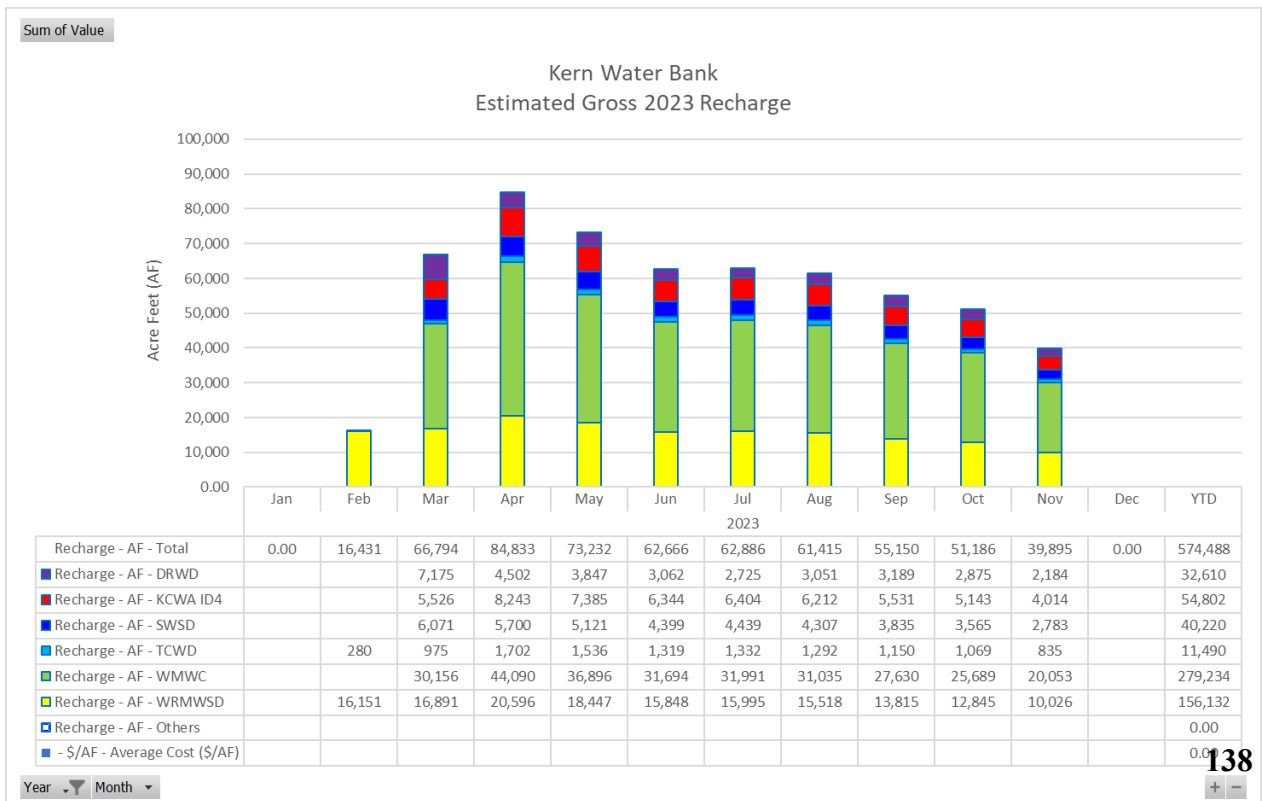
### CALENDAR

- December 12 - KWBA Regular Board of Directors Meeting (3:00 P.M.)
- December 22 - Christmas Eve (1/2 day holiday observed)
- December 25 - Christmas Day (holiday observed)
- January 1 - New Year's Day (holiday observed)
- January 9 - KWBA Regular Board of Directors Meeting (3:00 P.M.)

### OPERATIONS

#### Recharge

Recharge activities commenced on February 2, 2023, and ceased on February 23, 2023. Recharge activities resumed on March 3, 2023, with current flows at approximately 740 cfs. Estimated October and November 2023 gross recharge is approximately 51,200 and 40,000 acre-feet respectively, for an estimated gross recharge of 574,500 acre-feet to date. All recharge turned off temporarily from December 4-8, 2023, due to deferred maintenance and some electrical damage on the California Aqueduct.



**Recovery**

No current recovery operations.

**FACILITIES**

**Facilities Maintenance**

Routine maintenance continues on roads, water delivery structures, pumping stations, and canals to accommodate recharge activities. Gillex is currently doing temporary repairs on several roads, ponds, and other areas due to seepage from recharge basins. Gillex is also cleaning the sand out of the KWB Canal from the KWB Headworks to the C6 Pump Station.

**Vegetation Management and Grazing**

Spraying, tumbleweed removal, mowing along fence lines, structures, and around wells continues. Grazing is occurring throughout all areas on the Kern Water Bank.

**THIRD PARTIES**

No Report.

**ENVIRONMENTAL – GENERAL AND HCP ISSUES**

**Conservation Bank**

Eighteen Conservation Bank Credits have been purchased this year.

**CONSTRUCTION**

**Capitalized Maintenance Program**

Turnout replacements are currently on hold due to recharge activities.

**Replacement Wells**

Well 30S/26E-7N01- The well is being replaced by well 30S/26E-07N02, which has been drilled, cased, swabbed and developed. Underground electrical, well pad foundation, perimeter flatwork, and finish electrical are complete. Well enclosure, discharge pipe, and other miscellaneous items are pending.

**Standby Wells**

Wells 30S/25E-09D01, 20D01, 12J01, and 3L02 have been drilled, cased, swabbed, developed, and all well pad foundations have been poured. BWP has installed all the casing, tube, shaft, pumps, motors and electrical panels except on well 3L02. BWP has installed underground electrical conduit and poured the perimeter foundation at well 9D01, 20D01 and 12J01 and will continue with well 3L02. Well discharge construction started December 2024 on Wells 20D01 and 12J01

### **Well Rehabilitation and Repairs**

There are currently no wells under rehabilitation or repair.

### **Capital Improvements/Repairs and Replacement**

#### ***Basin 11***

Turnouts are complete and (4) have been delivered to the job site. Pipes and gates have been delivered to Nicholas Construction's yard. Construction is currently on hold until recharge operations and legal agreements are complete.

#### ***Strand Siphon Replacement***

The Strand Siphons are not currently in use but are operational. Replacement facilities using a turnout onto Strand Ranch have been designed. Currently waiting for Irvine's review of encroachment and joint-use agreements. Construction will be delayed until recharge operations are complete.

#### ***Enos Lane Culvert***

Meyer Engineering has started detailed design and Caltrans permit work to proceed with the Enos Lane Culvert expansion.

### **ADMINISTRATIVE**

#### ***Power Study***

Staff are continuing to evaluate viable electrical power generation and/or power purchase alternatives. The work to this point is showing that a single alternative will not provide optimal benefit to the KWBA but a combination of onsite generation with a form of power purchase agreement (PPA) seems ideal. Staff and outside consultants are currently evaluating locations for a solar facility that would be owned by the KWBA and utilize Net Energy Metering 2A (NEM2A). In addition, several developers are being contacted to determine the level of interest in a proposed PPA.

#### ***Data Management Change***

Staff is continuing to evaluate the size and scope of the various data sets utilized by the KWBA to determine the optimal database and reporting tools to recommend to the Board.

#### ***Banking***

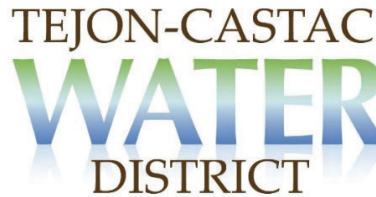
Positive Pay and the U.S. Bank investment account has been set up and the long-term cash float has been invested into short term liquid securities. Staff is also working with U.S. Bank to set up sweeps to move the daily cash float into interest earning investment accounts.

***Retirement Plans***

Staff has interviewed four fiduciaries, Shuster Advisory Group, Freedom Planning and Wealth Advisors, Holly Bear of Raymond James, and Western Growers Financial Services to replace Tom Webb to manage the 401(a) and 457(b) retirement plans. It is staff recommendation to use Western Growers Financial Services.

***Health Insurance Renewal***

Staff reached out to an additional broker to get a competitive bid from United Ag. The quote from United Ag was similar in terms of cost and level of benefits so a change to a different health insurance plan is not recommended.



## South of Kern River Executive Committee Regular Meeting

Tuesday, November 21, 2023  
10:00 a.m. to 11:30 a.m.

Meeting Information Posted:

[www.sokrgsp.com](http://www.sokrgsp.com)

<http://www.aewsd.org> \* <http://www.wrmwsd.com>

<http://www.tejoncastacwd.com> \* <https://www.arvincsd.com>

In Person: Arvin-Edison Water Storage District Headquarters  
20401 E. Bear Mountain Blvd. Arvin, CA 93203

Via Remote (**Microsoft Teams**): <https://www.microsoft.com/microsoft-teams/join-a-meeting>

**Click here to join the meeting**

Meeting Number: **289 619 843 830**

Meeting Password: **ko5K35**

Phone: **1.213.437.9052**

Phone Meeting Number (access code): **276 512 496#**

**NOTICE:** Members of the public interested in participating by teleconference may do so using the call-in information above or by following [this link](#). Please note that this teleconference option is provided as a courtesy and at the participant's own risk. The Committee cannot guarantee that there will be no loss of connectivity or other technological obstacle to full participation through teleconferencing. By participating in this way, participants confirm that they understand this risk and that the Committee is not obliged to delay any portion of the meeting due to such technological obstacles and thus that teleconference participants may be unable to participate.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF THE AGENDA
5. APPROVAL OF OCTOBER 20, 2023 MEETING MINUTES
6. PUBLIC COMMENT
7. REPORT ITEMS
  - a. GSP Manager Report (*Muhar*)
    - i. Basin Coordination
  - b. Technical Consultant Report (*EKI*)
    - i. Technical Working Group (TWG) Update
    - ii. Report on technical meeting with State Water Resources Control Board (SWRCB) Staff
    - iii. SGMA Monitoring Network performance and sustainable management criteria (SMC) compliance

- c. Finance Report (*Nicholas*)
- d. California Aqueduct Subsidence Program (CASP) update (*Nicholas*)
- e. Management Area updates (*Muhar, Nicholas, Martin, Barraza*)

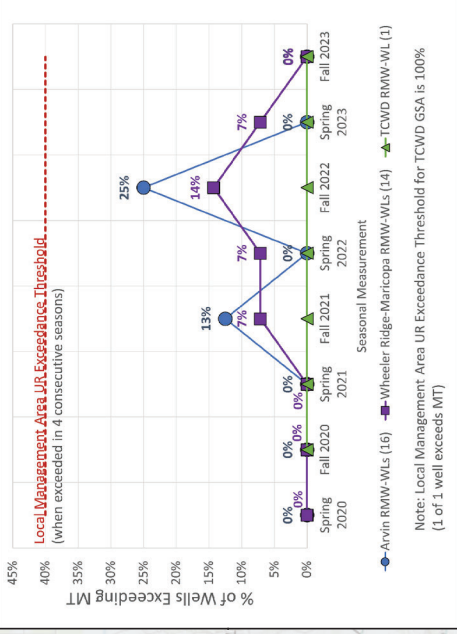
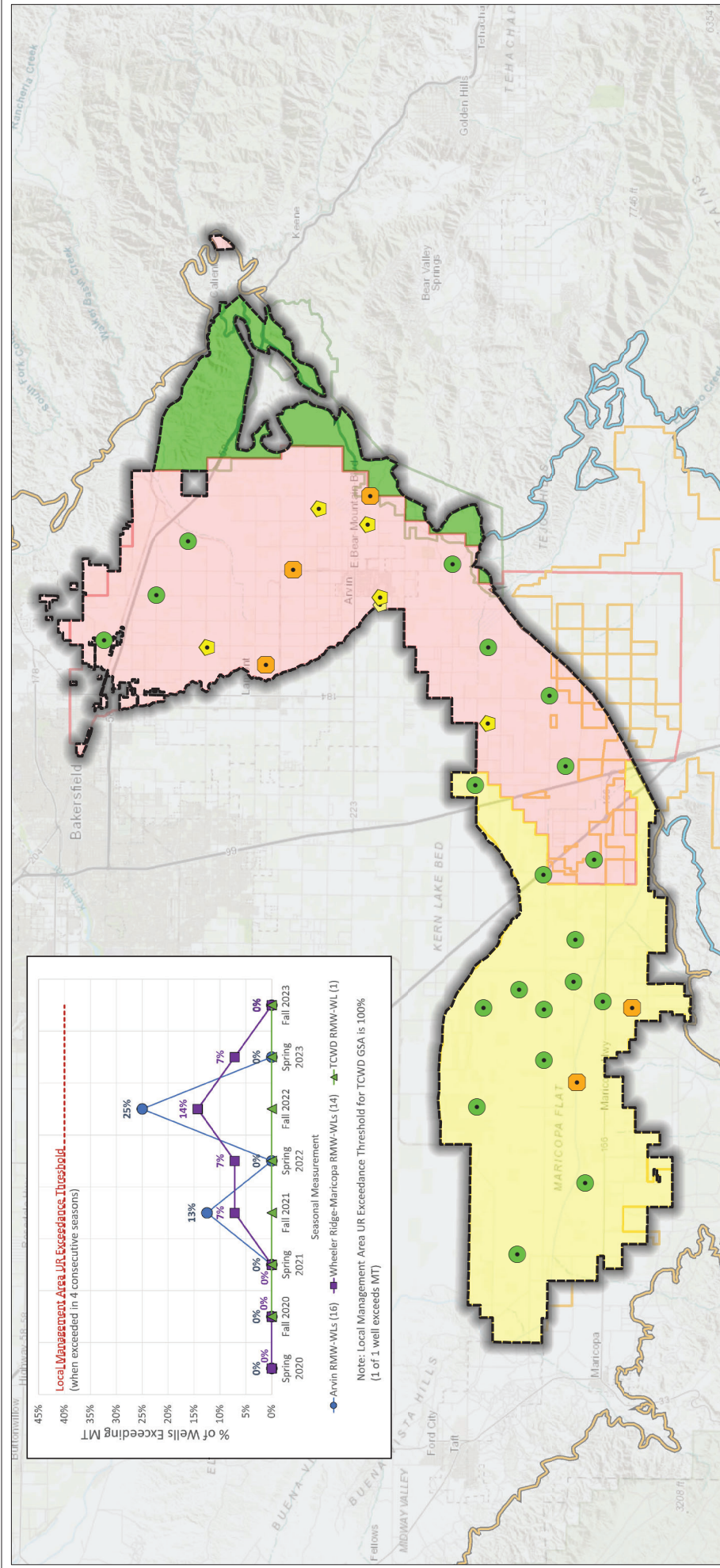
8. ACTION ITEM(S)

- a. Discussion and potential action to recommend Kern Subbasin cost-sharing agreement for revising GSP(s) for approval by SOKR GSA boards.
- b. Discussion and potential action to formally endorse Arvin GSA's request for replacement monitoring well.

9. CLOSED SESSION

- a. Potential Litigation (Government Code §54956.9(d)(2), (e)(1); 1 item).

10. ADJOURNMENT



**Sources**

1. Basemap is ESRI's ArcGIS Online world topographic map, obtained 9 November 2023.
2. GSA boundaries obtained from SGMA GSA Map Viewer portal, accessed 6 May 2022.
3. DWR groundwater basins are based on the boundaries defined in California's Groundwater Bulletin 118 - 2019 Update.

**Abbreviations**

- AEWSD = Arvin-Edison Water Storage District
- DWR = California Department of Water Resources
- GSA = Groundwater Sustainability Agency
- MO = Measurable Objective
- MT = Minimum Threshold
- RMW = Representative Monitoring Well
- SGMA = Sustainable Groundwater Management Act
- SMC = Sustainable Management Criteria
- TCWD = Tejon-Castac Water District
- UR = Undesirable Result
- WRMWSA = Wheeler Ridge-Maricopa Water Storage District

**Legend**

**Representative Monitoring Well and Status as of October 2023**

- Water Level Above MO (20 or 66%)
- Water Level between MO and MT but closer to MO (6 or 19%)
- Water Level between MO and MT but closer to MT (5 or 15%)
- South of Kern River Plan Area
- Arvin GSA
- Wheeler Ridge-Maricopa GSA
- Tejon-Castac Water District GSA
- WRMWSA Service Area
- AEWSD Service Area
- TCWD Service Area
- Groundwater Subbasin
- Kern County (DWR 5-022.14)
- White Wolf (DWR 5-022.18)

**October 2023 Water Levels Relative to SMCs**

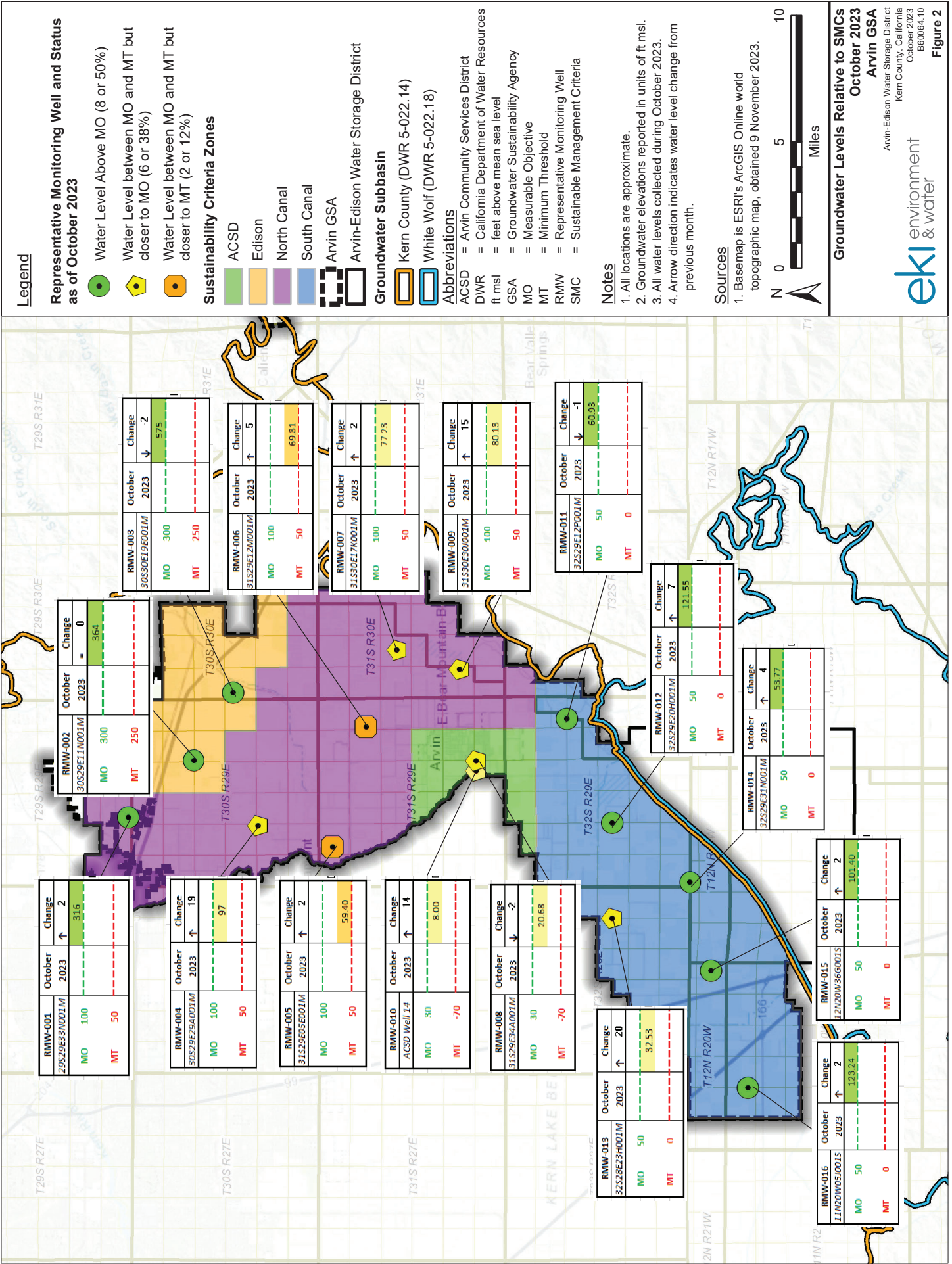
South of Kern River GSP  
Kern County, CA  
October 2023  
C20055.00



**Figure 1**

INTERIM FIGURE - FOR INFORMATIONAL PURPOSES ONLY





**Legend**

**Representative Monitoring Well and Status as of October 2023**

- Water Level Above MO (8 or 50%)
- Water Level between MO and MT but closer to MO (6 or 38%)
- Water Level between MO and MT but closer to MT (2 or 12%)

**Sustainability Criteria Zones**

- ACSD
- Edison
- North Canal
- South Canal
- Arvin GSA
- Arvin-Edison Water Storage District

**Groundwater Subbasin**

- Kern County (DWR 5-022.14)
- White Wolf (DWR 5-022.18)

**Abbreviations**

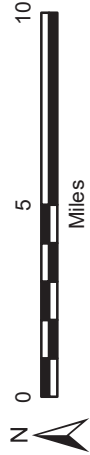
- ACSD = Arvin Community Services District
- DWR = California Department of Water Resources
- ft msl = feet above mean sea level
- GSA = Groundwater Sustainability Agency
- MO = Measurable Objective
- MT = Minimum Threshold
- RMW = Representative Monitoring Well
- SMC = Sustainable Management Criteria

**Notes**

1. All locations are approximate.
2. Groundwater elevations reported in units of ft msl.
3. All water levels collected during October 2023.
4. Arrow direction indicates water level change from previous month.

**Sources**

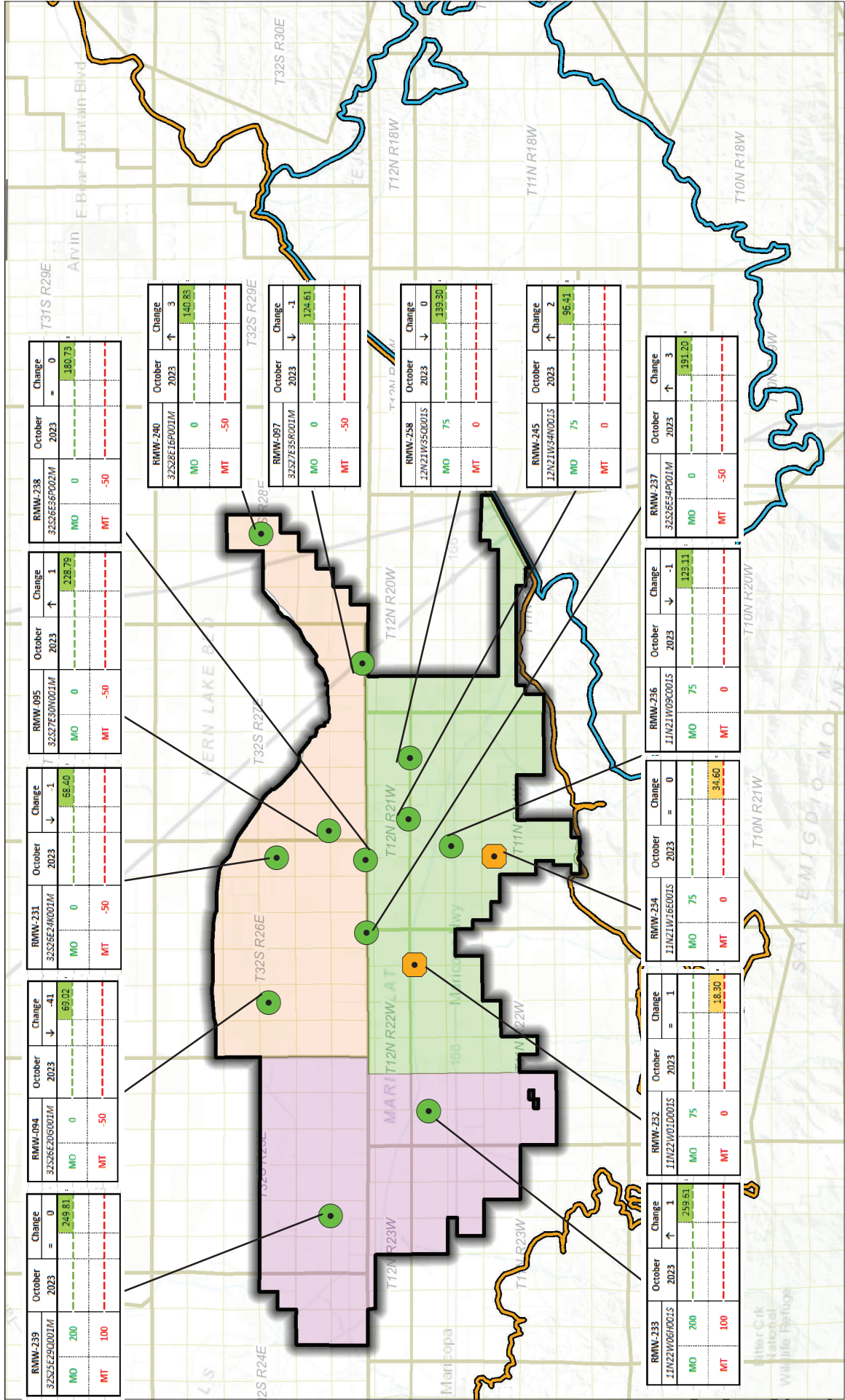
1. Basemap is ESRI's ArcGIS Online world topographic map, obtained 9 November 2023.



**Groundwater Levels Relative to SMCs**  
**October 2023**  
**Arvin GSA**  
 Arvin-Edison Water Storage District  
 Kern County, California  
 October 2023  
 B60064.10

**Figure 2**

INTERIM FIGURE - FOR INFORMATIONAL PURPOSES ONLY



**Legend**

**Groundwater Subbasin**

- Kern County (DWR 5-022.14)
- White Wolf (DWR 5-022.18)

**Sustainability Criteria Zones**

- Northeast
- Southeast
- West
- Wheeler Ridge-Maricopa GSA

**Notes**

- All locations are approximate.
- Groundwater elevations reported in units of ft msl.
- All water levels collected during October 2023.
- Arrow direction indicates water level change from previous month.

**Sources**

- Basemap is ESRI's ArcGIS Online world topographic map, obtained 9 November 2023.

**Representative Monitoring Well and Status as of October 2023**

- Water Level Above MO (12 or 14%)
- Water Level Between MO and MT but closer to MT (2 or 14%)

**Abbreviations**

DWR = California Department of Water Resources

ft msl = feet above mean sea level

GSA = Groundwater Sustainability Agency

MO = Measurable Objective

MT = Minimum Threshold

SMC = Sustainable Management Criteria

**Scale in Miles**

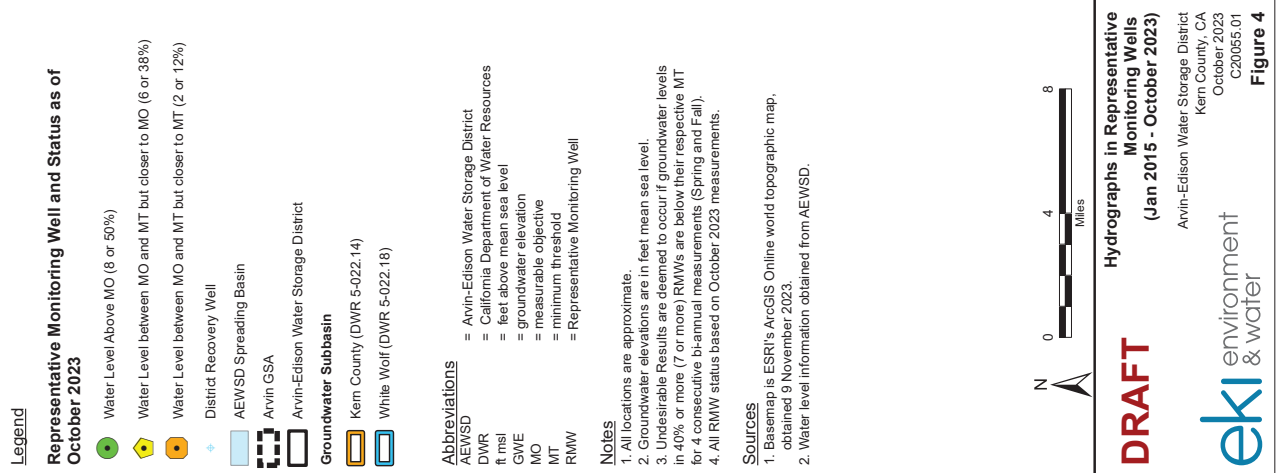
0 4 8

**Groundwater Levels Relative to SMCs October 2023**

**Wheeler Ridge-Maricopa GSA**  
South of Kern River  
Kern County, California  
October 2023  
C20055.00

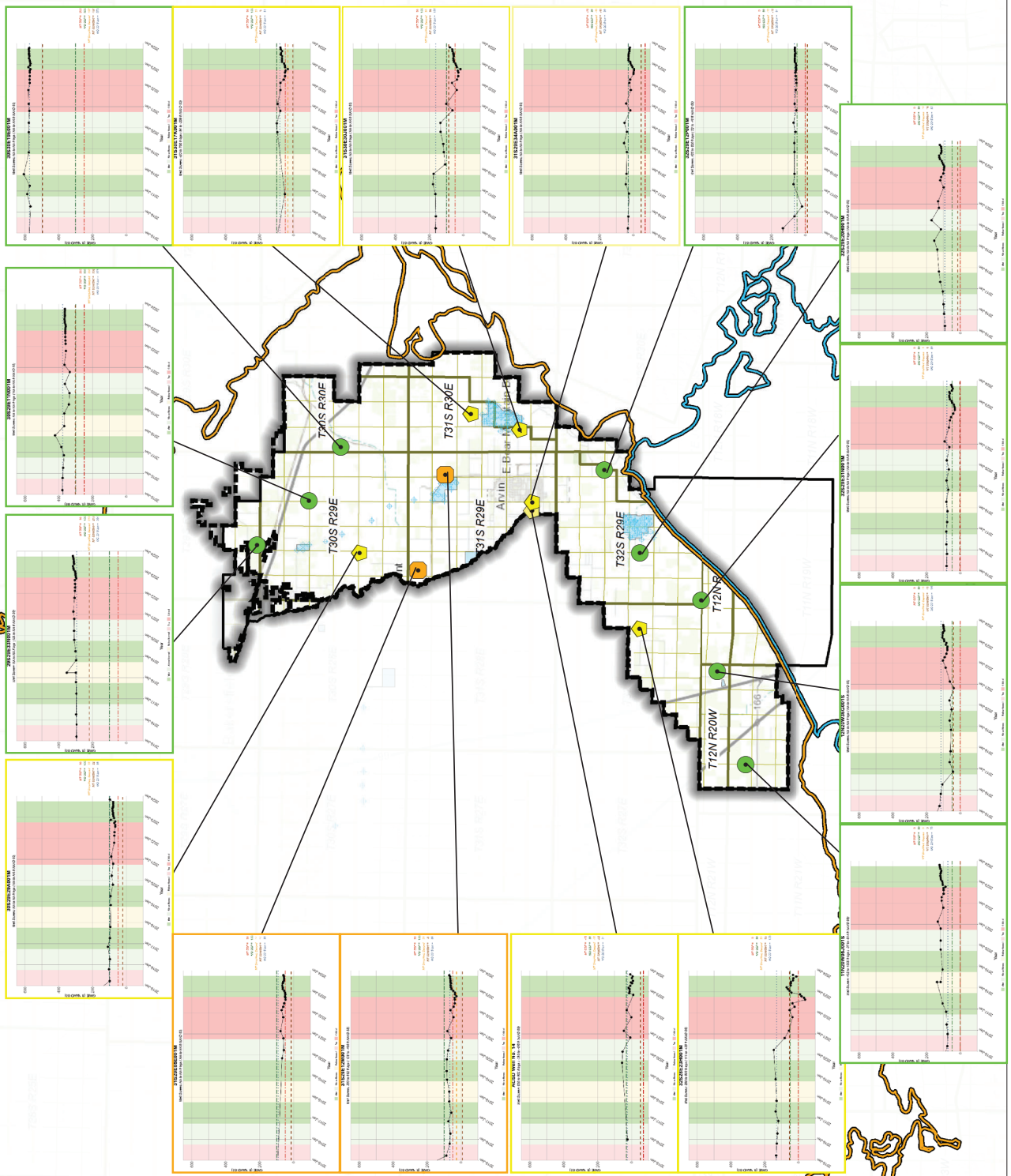
**eki environment & water**

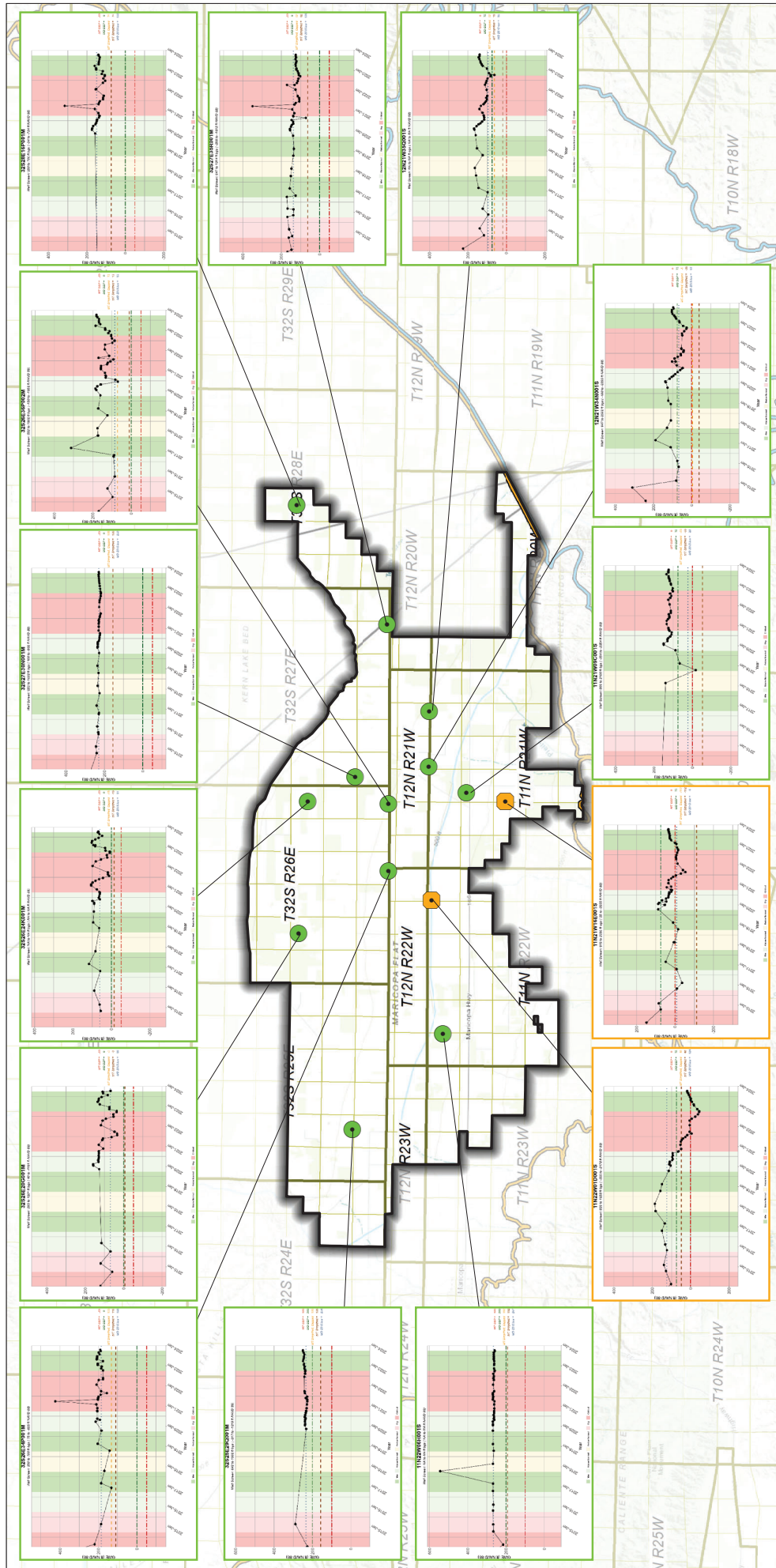
**Figure 3**



INTERIM FIGURE - FOR INFORMATIONAL PURPOSES ONLY

**DRAFT**





- Legend**
- Water Level Above MO (12 or 66%)
  - Water Level Between MO and MT but Closer to MT (2 or 14%)
  - Wheeler Ridge-Maricopa GSA
  - Kern County (DWR 5-022.14)
  - White Wolf (DWR 5-022.18)
- Groundwater Subbasin**

- Notes**
1. All locations are approximate.
  2. Groundwater elevations are in feet mean sea level.
  3. Undesirable Results are deemed to occur if groundwater levels in 40% or more (6 or more) RMWs are below their respective MT for 4 consecutive bi-annual measurements (Spring and Fall).
  4. All RMW status based on September 2023 measurements.

- Abbreviations**
- DWR = California Department of Water Resources
  - ft msl = feet above mean sea level
  - GSA = Groundwater Sustainability Agency
  - MO = Measurable Objective
  - MT = Minimum Threshold
  - RMW = Representative Monitoring Well
  - WRMWS = Wheeler Ridge-Maricopa Water Storage District

**Hydrographs in Representative Monitoring Wells (January 2015 - October 2023)**  
 Wheeler Ridge-Maricopa Water Storage District  
 Kern County, CA  
 October 2023  
 B70103.01  
**Figure 5**



INTERIM FIGURE - FOR INFORMATIONAL PURPOSES ONLY

October 18, 2023

Kristin Pittack  
Kern Subbasin Plan Manager  
via email: [kpittack@rinconconsultants.com](mailto:kpittack@rinconconsultants.com)

## **SCOPE OF WORK AND BUDGET FOR GSP DEVELOPMENT AND ONGOING SUBCOMMITTEE WORK**

At the September 25, 2023, the Kern Subbasin Coordination Committee (CC) meeting, there was general consensus for developing a single Groundwater Sustainability Plan (GSP) format. A recommended format was developed, and members of the Technical Working Group (TWG) have volunteered lead authorship, support, and peer review for Subbasin-wide text in each chapter. This memo outlines the workflow and recommended review process for GSP development.

### **SCOPE OF SERVICES**

#### ***GSP Format***

Significant differences in the proposed GSP format – compared against previous submittals – is the single GSP format will read as if it were written by a single author. The objective is to demonstrate a coordinated and collaborative approach to addressing deficiencies using common methodologies to setting Sustainable Management Criteria (SMCs) and Undesirable Results (URs). To meet the Department of Water Resources (DWR) recommendation for a “well-explained Plan that will be implemented in a coordinated manner,” a set of organizing principals/themes have been developed and will be used throughout the Plan to employ a storytelling approach to explain how the Subbasin will achieve sustainability by 2040 (Kern Subbasin Inadequate Determination Letter, pg. 6, para. 1).

Subcommittees were formed to address deficiencies identified in the Incomplete and Inadequate determination letters. Additionally, since DWR will not require Inadequate basins to submit a periodic evaluation (5-year update) by January 2025, the TWG intends to address comments DWR and State Water Resources Control Board (State Board) made to neighboring Subbasins, and to fill data gaps – to the extent possible – called out in the 2020/22 GSPs (DWR, Periodic Evaluation Requirements for Inadequate Basins, May 2023).

#### ***Approach to Writing the GSP***

To the extent possible, data and text from existing GSPs will be synthesized into each chapter. TWG members are asked to upload the Word format of the GSP area they represent to support this effort. It is acknowledged that there are several sections of the GSP that do not require significant attention/revisions. These sections will be completed by synthesizing text from the existing GSPs, or using text from one peer reviewed plan that the Subbasin agrees is most applicable/appropriate. For example:

- **Section 5. Description of the Plan Area** will be synthesized from existing plans.

- **Section 8.8. Interconnected Surface Water Systems** is anticipated to predominately be a copy/paste from the Olcese GSP.

To support consistency in writing styles, terminology, and use of acronyms and references, a style guide with definitions of common terminology will be developed for the TWG prior to drafting Sections. Examples of terminology consistency are:

- Will acronyms be spelled out at the beginning of each chapter, or its first use only?
- Will the Kern County Subbasin be referenced as KCS, Kern Subbasin, or the Subbasin?
- Will Management Areas be defined as GSA Boundary, Jurisdictional Boundary, or by land use type? How will we consistently label these different areas that are referenced throughout the different GSPs.

Working through minor issues like style and consistent terminology is expected to make the review and editing process easier and contribute to stylistic consistency. Other issues that need to be addressed with several different consulting firms preparing sections of the GSP are developing a common template for figures and creation of a Kern Subbasin logo to be used in these templates rather than a firm logo.

The TWGs six subcommittees are working in parallel to develop common data and methodologies for Subbasin-wide SMCs and/or URs. Since these are critical components of GSP development and SGMA implementation, these sections require thorough attention and engaged feedback from Managers and the CC. Due to the complexity of these topics, subcommittees will draft the GSP chapter content in advance of the GSP development schedule and will present it to the CC and Managers as the technical work is completed. The intention is to allow the Managers and CC more time to evaluate impacts to their area and provide feedback prior to the short review schedule for the GSP Chapters. This process applies to the following Sections:

1. SMCs and URs for Groundwater Levels, Subsidence, and Water Quality
2. Well Mitigation Program
3. Projects & Management Actions
4. Monitoring Network

The TWG has agreed upon a GSP outline that addresses key issues of the Subbasin and allows for a single GSP format that succinctly characterizes the Subbasin, including some of its unique geologic difference. The outline and approach to writing the GSP were developed with considerations for the recommended GSP structure from SWRCB staff feedback during the June 23 meeting. Comments noted during that meeting include:

- Staff were highly critical that Kern plans are overly complicated; the first submittal was ~30k pages; and redline edits were ~13k pages.
- Review duration will be a function of plan length and complexity. If the Subbasin wants the revised Plans reviewed before the public hearing, they need to be succinct, nearly identical, and easy to read.

- Emphasized strong preference for a single plan, and that if the Plan looks complex and is hard for staff to understand, “we’re going to assume its uncoordinated and inadequate” (Tina Leahy, June 23 meeting).
- SWRCB staff also commented that PMAs should include demand reduction as “Plan A” and Projects as “Plan B”.
- Legal team members recommended a very coordinated series of plans that all read exactly the same except for a small section at the end of each chapter that discusses local specifics. A staff member recommended explaining what is managed differently to achieve sustainability for local beneficial users, not why an area is different.

A set of themes – or organizing principles – that address deficiencies throughout the Plan will be introduced in the first Subbasin-specific sections. These organizing principles will be touched on at key points throughout the Plan to succinctly emphasize how the Subbasin will achieve sustainability. The following points explain themes/organizing principles and where they are first introduced.

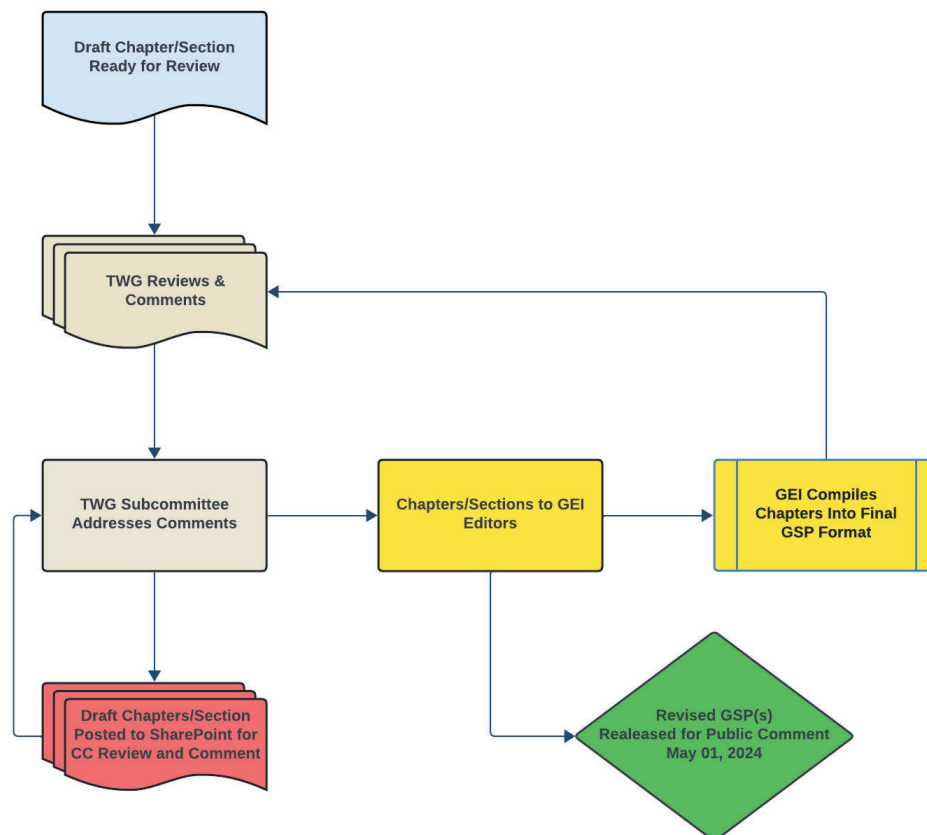
1. **Coordination:** clear description of the Subbasin-wide efforts to coordinate the GSPs and SGMA implementation will be introduced in the *Introduction Section 1.2 Summary of Major Plan Updates*.
2. **5 Areas of the Subbasin:** This theme will be used to tell a story of the Subbasin geologic characteristics and explain the differences in each area. Dividing the Subbasin into 5 geographically defined areas that are named and discussed consistently through GSP, which should make it easy for State Board staff to interpret and enable Management Areas to succinctly describe why their management approach is appropriate to their area. The five areas will be described as Western Fold Belt, Eastern Basin Margin, Kern Fan, Northern Subbasin (North of Kern Fan), and Southern Subbasin (South of Kern Fan). Refer to Appendix B, Geographic Areas of the Kern Subbasin. *Description of the Plan Area, Section 5.2, Geological Areas of the Subbasin*.
3. **Subbasin Banking Programs.** Introduces Kern’s history of banking surface water, explains the different programs (banking, conjunctive use, in-lieu), how they operate, and the importance of these programs to sustainable groundwater management. *Description of the Plan Area, Section 5.4, Groundwater Banking*.
4. **Demand Management:** Focuses on a consistent message regarding overdraft conditions and addresses SWRCB staff comment “Plan A should be a demand reduction program while the GSAs work on Plan B, which is to increase supply” (SWRCB meeting 06/23/23). The proposed GSP provides a section for each Management Area to address the demand management and associated respective paths to sustainability. *Description of the Plan Area, Section 5.5, Water Resources Monitoring and Management Programs*.
5. **Beneficial Uses/Users:** Describes the stakeholders in the Subbasin, how GSAs are working collaboratively to avoid impacts to domestic and small community wells, and how to holistically address drinking water issues in the Subbasin through the Well Mitigation Program. *Introduction Section 1.2 Summary of Major Plan Updates*.

## SCHEDULE AND WORKFLOW

The Next Steps Memo (September 1, 2023) provided an outline for subcommittee work that will be presented to the CC weekly: it is anticipated that feedback and direction will be provided to the TWG in response to the work presented. Subcommittee presentations are scheduled from October 2, 2023, through March 15, 2024. As the CC reaches consensus on subcommittee recommendations for SMCs and URs, the technical leads will prepare a preliminary draft chapter, which will then be incorporated into the draft GSP. Managers and CC will have another opportunity to review how comments and edits were addressed during the draft GSP review period. Subcommittees will share their preliminary drafts with the TWG for stakeholder/peer review, then finalize the chapters for discussion during the Managers meeting, then submit to the CC for review and comment.

The CC will begin reviewing and commenting on GSP chapters each week from December 15 through April 22, 2024. There will be overlapping deliverables between subcommittee preliminary drafts and GSP chapters. CC comments will be addressed by the subcommittees and/or TWG, then chapters will be finalized and compiled into the Subbasin Draft GSP. The compiled final draft will be provided for final review the week of April 22, 2024. Final comments will be due back to the TWG by April 26. The Public Draft GSP(s) is proposed to be released by May 1, 2024.

GSP development is intended to be an iterative process, led by TWG authors with engagement Managers during the weekly Managers meetings to support a more efficient process. Figure 1 presents a flow chart of the review process. A schedule with review dates by chapter is presented in Table 3.



**Figure 1. Workflow for GSP Review**



## BUDGET

The TWG discussed the GSP approach, division of labor, and how to differentiate work for the Subbasin and client. Based on consensus for the workflow, proposed GSP outline for Subbasin common chapters, and releasing a public draft on May 1, each consulting firm provided the estimated budget presented in Table 1. Labor costs for district managers who work in the TWG is presented in Table 2. Proposed budgets include Subbasin work as of October 1, 2023, through June 2024. The following assumptions were applied:

1. Subbasin Work is defined as subcommittee efforts focused on developing common data and methodologies for the GSP. Work performed for the Subcommittees, presented to the CC and State Water Board, and ultimately written into the GSP will be billed as a Subbasin effort. Additionally, subcommittee members will each serve as peer reviewers to the sections related to their subcommittees.
2. Client work is defined as participation in TWG meetings, reviewing and providing feedback on GSP sections as a stakeholder (not an author or subcommittee peer reviewer), providing GSA-specific data, attendance at CC or SWRCB meetings, and other forms of stakeholder participation.

### Deliverables

- Single GSP for the Subbasin or common GSP section/chapter language that each GSA can add area-specific information, consistent with one of the four options presented.

### Assumptions

- To complete work within the estimated budget and timeframe, it is important that the CC agree to work (edit/comment) on the GSP chapters using a shared portal (SharePoint or Teams channel) so that comments are made in a single document.
- GEI has budgeted for administrative support to provide a single point of contact assigned to managing the shared portal, maintain version control of the GSP chapters, technical references, editing/formatting, and general organization/management of GSP materials.
- GEI and EKI will collaborate on marketing support for developing Subbasin-wide communications materials and can support with coordinating and organizing local publications and/or outreach events.

**Table 1. Consultant Budget Estimates for GSP Development**

Firm	Lead Author of Sections & Subcommittee(s)	Proposed Budget
Todd Groundwater	<b>Basin Setting, Water Budgets</b>	235,000
	GWs and P/MA Subcommittees, Author GSP Plan Area, Basin Setting & HCM, GW Conditions, Water Budgets and Sustainable Yield	
EKI	<b>SMCs and URs</b>	280,000
	Lead on Groundwater Level SMCs and URs, Author GSP Executive Summary, Introduction, SMCs including URs, MTs, MOs, and Interim Milestones, and support with developing communications materials	
GEI Consultants	<b>Coordination, GSP Authorship, Well Mitigation</b>	315,348
	Pre-GSP Stylistic Support, Beneficial Uses and Users, Groundwater Quality, Groundwater Dependent Ecosystems, Water Budget Information, Management Areas, Plan Implementation, and Administrative Coordination & Marketing Supporting	
Luhdorff & Scalmanini	<b>Monitoring Network</b>	113,328
	Unified approach to Monitoring Network and identify/incorporate RMWs for each SMC	
Aquilogic	<b>CA Aqueduct Subsidence</b>	65,000
	Subsidence Lead for CA Aqueduct & SMCs, GWL SMCs subcommittee, GSP authorship and technical review	
Intera	<b>FKC Subsidence</b>	85,400
	Subsidence Lead for FKC & SMCs, GWL SMCs subcommittee, GSP authorship and technical review	
Woodard & Curran	<b>Banking Programs</b>	55,600
<b>Consultants Estimated Total</b>		<b>\$1,149,676</b>

**Table 2. District Labor Costs for GSP Development**

Firm	Lead Author of Sections & Subcommittee(s)	Estimated Cost
Dan Bartel	PMA Lead, Well Mitigation Support	35,000
Jon Parker	Groundwater Banking Lead, Well Mitigation Support	0
Vanessa Yap	Subsidence at FKC, Monitoring Network	26,737
<b>District Labor Total</b>		<b>\$61,737</b>

**Table 3. Review Schedule for GSP Development**

<b>Chapters/Sections</b>	<b>Draft to TWG</b>	<b>Draft to CC</b>	<b>CC Review Complete</b>
Chapters 1 - 4: Purpose, Sustainability Goal, Agency Information, GSP Organization	12/04/23	12/18/23	12/29/23
Chapter 5: Plan Area, Introduce Organizing Themes, Land Use Elements, Communications	12/18/23	01/08/24	01/22/24
Chapters 6 - 8: Basin Setting, Hydrogeological Conceptual Model, Groundwater Conditions	01/08/24	01/24/24	02/16/24
Chapter 9: Water Budget	01/22/24	02/16/24	03/01/24
Chapter 10: Management Areas	02/19/24	02/28/24	03/08/24
Chapters 11 - 15: SMCs	03/04/24	03/13/24	03/22/24
Chapters 16 - 17: Monitoring Network and PMAs	03/11/24	03/20/24	03/25/24
Chapter 18: Plan Area	03/18/24	03/27/24	04/03/24
Executive Summary	04/01/24	04/10/24	04/17/24
Final Draft	04/22/24		04/26/24
<b>Release Public Draft, Submit to State Board and DWR</b>			
<b>Wednesday, May 1, 2024</b>			

## **Proposed Replacement for Arvin GSA RMW-012 (32S29E20H001M)**

State Well ID: **32S29E20L001M**

Parcel: 446-042-19

Landowner: Sapphire Prop Holdings (operated by Grimmway)

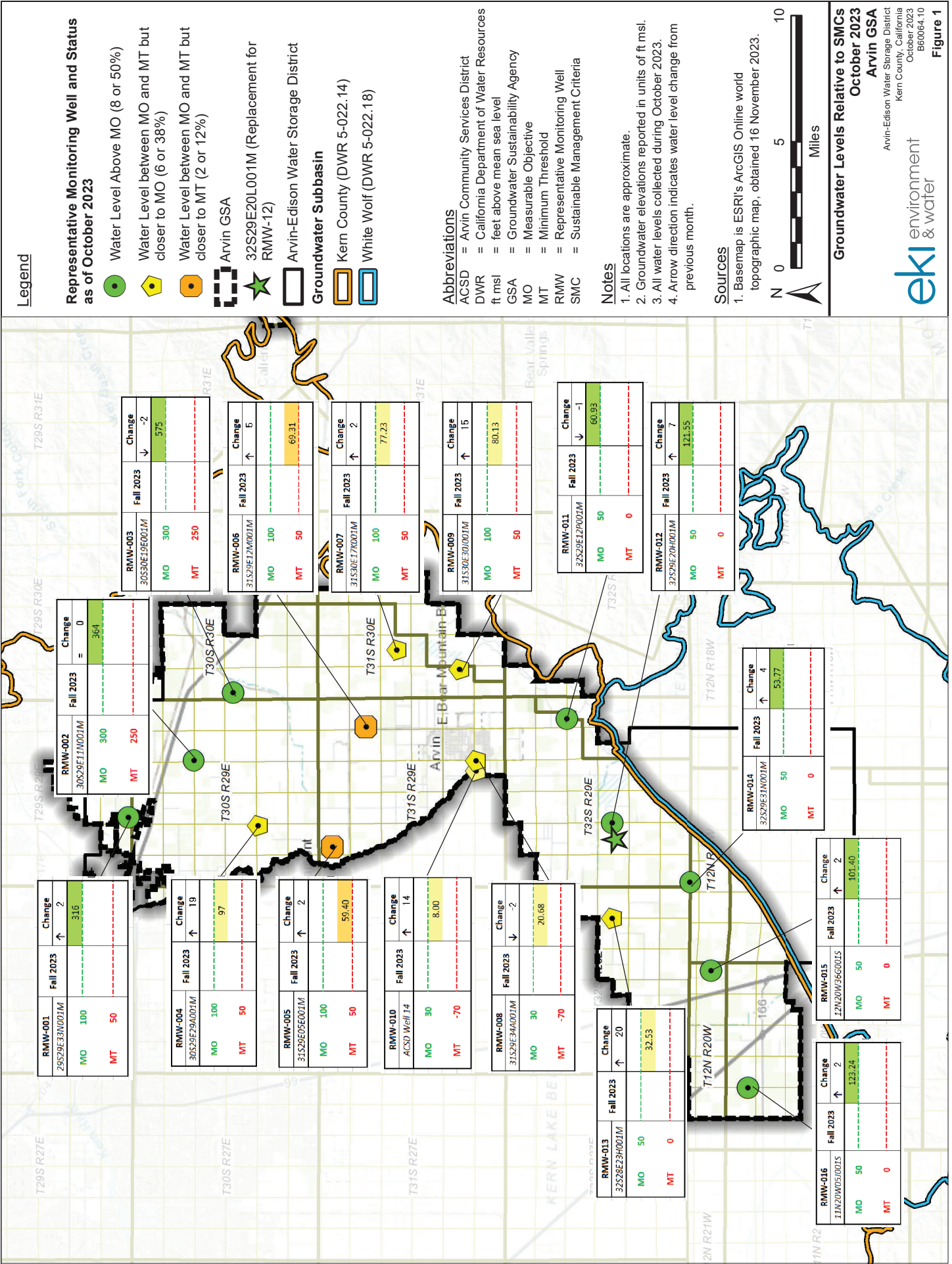
Total Well Depth: 751 feet below ground surface (ft bgs)

Top of Screen: 300 ft bgs

Bottom of Screen: 734 ft bgs (estimated)

### **Considerations for RMW Replacement:**

- Any well used as a SGMA representative monitoring well **needs to have known construction details.**
  - **Owner has provided total depth and top of screen, and a decent estimate of bottom of screen depth (i.e., ~734 ft bgs based on encountered depth to fill).**
  - **There is no available Well Completion Report**
  - **Video-log recently completed for existing RMW-12 indicated a shallower top of screen (~184 ft bgs). A casing failure was observed at ~368 ft bgs in this well.**
- The location and distribution of RMWs **ideally gives good consistent spacing and coverage**, without large gap areas or too much clustering.
  - **This well is located approximately 0.55 miles from existing RMW-12 that it would replace, and therefore provides nearly the same spatial network coverage.**
- RMWs should not be pumping wells; **dedicated monitoring wells are highly preferable.**
  - **This well has already been converted to a monitoring well.**
- A **long historical record of water level data is preferred**, but not 100% necessary
  - **This well is actively monitored by AEWSD and has historical bi-annual spring and fall water level data from spring 2011 through fall 2023**
- RMWs should have **access secured in perpetuity.**
  - **This well is operated by the same entity as the well it would replace, so access is not anticipated to be an issue.**



**Legend**

**Representative Monitoring Well and Status as of October 2023**

- Water Level Above MO (8 or 50%)
- ⬠ Water Level between MO and MT but closer to MO (6 or 38%)
- ⬠ Water Level between MO and MT but closer to MT (2 or 12%)
- Arvin GSA
- ★ 32S29E20L001M (Replacement for RMW-12)
- Arvin-Edison Water Storage District
- Groundwater Subbasin**
- Kern County (DWR 5-022.14)
- White Wolf (DWR 5-022.18)

**Abbreviations**

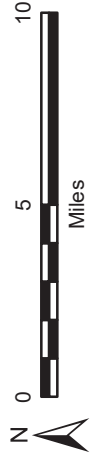
- ACSD = Arvin Community Services District
- DWR = California Department of Water Resources
- ft msl = feet above mean sea level
- GSA = Groundwater Sustainability Agency
- MO = Measurable Objective
- MT = Minimum Threshold
- RMW = Representative Monitoring Well
- SMC = Sustainable Management Criteria

**Notes**

1. All locations are approximate.
2. Groundwater elevations reported in units of ft msl.
3. All water levels collected during October 2023.
4. Arrow direction indicates water level change from previous month.

**Sources**

1. Basemap is ESRI's ArcGIS Online world topographic map, obtained 16 November 2023.



**Groundwater Levels Relative to SMCs October 2023**

Arvin GSA  
 Arvin-Edison Water Storage District  
 Kern County, California  
 October 2023  
 B60064.10



**Figure 1**  
 INTERIM FIGURE - FOR INFORMATIONAL PURPOSES ONLY

RMW-001	29S29E33N001M	Fall 2023	Change
MO	100	316	↑
MT	50		

RMW-004	30S29E39N001M	Fall 2023	Change
MO	100	97	↑
MT	50		

RMW-005	31S29E05E001M	Fall 2023	Change
MO	100	59.40	↑
MT	50		

RMW-010	ACSD Well 14	Fall 2023	Change
MO	30	8.00	↑
MT	-70		

RMW-008	31S29E34A001M	Fall 2023	Change
MO	30	20.68	↓
MT	-70		

RMW-013	32S28E23H001M	Fall 2023	Change
MO	50	32.53	↑
MT	0		

RMW-016	11N20W05J001S	Fall 2023	Change
MO	50	123.24	↑
MT	0		

RMW-015	12N20W36G001S	Fall 2023	Change
MO	50	101.40	↑
MT	0		

RMW-014	32S29E31N001M	Fall 2023	Change
MO	50	53.77	↑
MT	0		

RMW-012	32S29E20H001M	Fall 2023	Change
MO	50	121.55	↑
MT	0		

RMW-011	22S29E12P001M	Fall 2023	Change
MO	50	60.93	↓
MT	0		

RMW-009	31S30E30H001M	Fall 2023	Change
MO	100	80.13	↑
MT	50		

RMW-007	31S30E17K001M	Fall 2023	Change
MO	100	77.23	↑
MT	50		

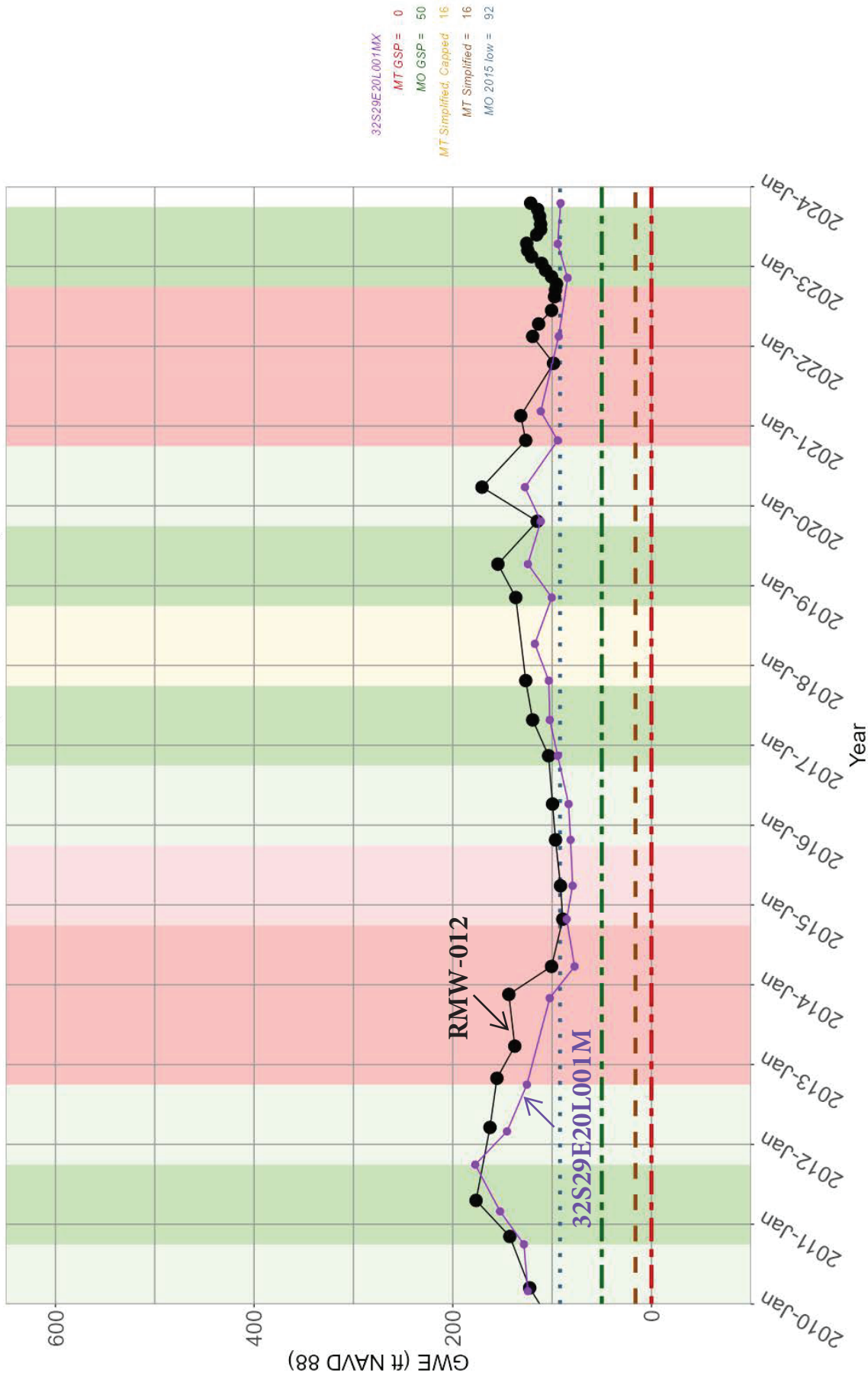
RMW-006	31S29E12M001M	Fall 2023	Change
MO	100	69.31	↑
MT	50		

RMW-003	30S30E19E001M	Fall 2023	Change
MO	300	575	↓
MT	250		

RMW-002	30S29E11N001M	Fall 2023	Change
MO	300	364	=
MT	250		

# 32S29E20H001M

Well Screen: NA to NA ft bgs ( NA to NA ft NAVD 88)



32S29E20L001MX  
 MT GSP = 0  
 MO GSP = 50  
 MT Simplified, Capped = 16  
 MT Simplified = 16  
 MO 2015 low = 92

Wet Above Normal Below Normal Dry Critical





MARCH 7TH, 2024

# 2024 Kern County **WATER SUMMIT**

Presented by the Water Association of Kern County  
[www.wakc.com](http://www.wakc.com)

## Join us for the 2024 Kern County Water Summit

Keynote Speaker:  
DeeDee D'Adamo, Vice Chair  
California Water Board

Panel discussions including  
Infrastructure & Road Blocks,  
Conservation & Regulations,  
Groundwater Banking, and  
SGMA Impacts.

