

ATTACHMENT 2
TO AGREEMENT TO COORDINATE IN THE OPERATIONS
OF THE SITES RESERVOIR PROJECT

**Release and Delivery of Sites Water and Associated Measurement Locations and
Loss Assumptions**

Purpose and Use of Attachment

This Attachment 2 describes the operations of the Sites Reservoir Project involving the release of previously stored water from the Sites Reservoir Project into the Sacramento River at KLOG (defined below) and the associated measurement locations and losses, as they are understood at the time of the creation of this Attachment. Real-time conditions may necessitate different operations coordination, as further described below. The Parties shall maintain and update this Attachment 2, as needed, and perform the obligations under the Agreement in accordance with the then current agreed version of this Attachment 2. All Parties must agree to any and all updates to this Attachment 2, in accordance with Section 12 of the Agreement and Section 9 of this Attachment. This Attachment does not address storage, allocation, accounting, or other actions for management of water stored in the Sites Reservoir until such water is released from the Sites Reservoir. Nothing in this Attachment authorizes any specific conveyance of water through the CVP or SWP facilities, and any such conveyance shall be subject to the terms and conditions of separate agreements to be developed for such conveyance through the CVP or SWP facilities.

1. Definitions.

These definitions are for the purposes of this Attachment only. Capitalized terms not otherwise defined in this Attachment shall have the same meaning as in the Agreement.

- a. “CBD” means Colusa Basin Drain.
- b. “D1641” means State Water Resources Control Board Water Rights Decision 1641.
- c. “Dunnigan Pipeline” means additional conveyance constructed by the Sites Project Authority at the terminus of the TC Canal to convey Sites releases from the TC Canal to the CBD.
- d. “IL4” means Incremental Level 4.
- e. “I/O Works” means inlet/outlet works.

- f. “KLOG” means Knights Landing Outfall Gates.
- g. “Sites Releases” means releases of water diverted under the Sites Water Right and previously stored in the Sites Reservoir Project that are conveyed through the Sites Reservoir Project I/O Works to either Funks Reservoir/Tehama-Colusa Canal or the Terminal Regulating Reservoir/Glenn-Colusa Irrigation District Main Canal. Such Sites Releases include but are not limited to Sites Water allocated to and in the contractual possession of the Sites Participants and Reclamation and Sites Water released pursuant to the Sites public benefits agreements.
- h. “TC Canal” means Tehama-Colusa Canal.
- i. “TCCA” means Tehama-Colusa Canal Authority.
- j. “TRR” means Terminal Regulating Reservoir.

2. Releases from the Sites Reservoir Project

- a. Sites Releases will be made through the Sites Reservoir Project I/O Works to either Funks Reservoir or TRR.
- b. Releases from the Sites Reservoir Project are subject to coordination with DWR and Reclamation. Releases of Sites Water for Export at CVP or SWP facilities are subject to concurrence by DWR and Reclamation and are further subject to the terms and conditions of the conveyance agreements to be developed for such deliveries. Starting with the calendar year before the Sites Reservoir Project commences operations, the Sites Authority shall notify DWR and Reclamation of its projected releases and initiate operations planning in January of each calendar year and shall complete a final annual operations plan by June of each calendar year. The Parties will use their best efforts to meet the terms of the final operations plan for delivery of Sites Releases, while acknowledging that water supply conditions are dynamic and adjustments to the operations plan may be necessary.
- c. The Sites Authority shall measure releases from Sites Reservoir Project through the Sites Reservoir Project I/O Works to determine the amount of water released to each Storage Partner, and for other purposes, such as ecosystem purposes and wildlife refuges.
- d. Separate measurement will occur for the amount of Sites Releases going to Funks Reservoir and the amount of Sites Releases going to TRR.

- e. The Sites Authority shall make reasonable efforts to ensure accurate measurement of the amount of Sites Water released from each Storage Partner’s storage account in the Sites Reservoir Project to either or both of these locations on a daily basis.
- f. Sites Releases to Funks Reservoir will be conveyed to Storage Partners through the TC Canal with a portion or all being conveyed to the KLOG, as further described in Section 3.
- g. Sites Releases to TRR shall not be conveyed to KLOG and are not subject to this Attachment.

3. Releases to Funks Reservoir/TC Canal

- a. Sites Releases to Funks Reservoir will then be conveyed through the TC Canal.
- b. Some Sites Releases to Funks Reservoir will be delivered to Participants along the TC Canal and will not be conveyed to KLOG.
- c. The Sites Authority will have separate agreements with Reclamation, and TCCA if necessary, for the use of Funks Reservoir and the TC Canal to convey Sites Releases to Storage Partners.
- d. Losses along the TC Canal will be determined by the Sites Authority in coordination with TCCA.
- e. Sites Releases, to be delivered downstream of the Dunnigan Pipeline, will be measured by the Sites Authority in the Dunnigan Pipeline prior to being discharged to the CBD.
- f. Sites Releases through the Dunnigan Pipeline will be equal to the releases to Funks Reservoir less Sites Release deliveries along the TC Canal and losses.

4. Conveyance through CBD

- a. Sites Releases for redirection downstream from the Dunnigan Pipeline will be conveyed through the CBD.
- b. The CBD will be used to convey Sites Releases to KLOG.
- c. Losses within the CBD between the Dunnigan Pipeline and KLOG will be determined and agreed upon by the Sites Authority and authorities with local jurisdiction over operations of the CBD and adjacent landowners.

- d. Due to the relatively flat slope of the CBD, Sites Releases are expected to “back-up” in the CBD as far upstream as the Balsdon Weir. This backwater effect will need to be further analyzed and agreed to by the Parties as to how it affects travel time and losses.

5. Releases to KLOG

- a. Sites Releases for redirection at authorized locations on the Sacramento River or in the Delta will be conveyed through KLOG.
- b. The Sites Authority will have a separate agreement with DWR for the use of KLOG to convey Sites Releases to Storage Partners.
- c. At the time of execution of the Agreement, only stage, and not flow, is measured on the CBD at Knights Landing and on the Sacramento River at Knights Landing. The Sites Authority shall develop a method of flow measurement reasonably acceptable to DWR, Reclamation, and authorities with local jurisdiction over operations of the CBD to measure and verify the flow rate and volume of Sites Releases conveyed to the Sacramento River.
- d. The amount of Sites Releases conveyed through KLOG will be the lesser of (1) Sites Releases measured in the Dunnigan Pipeline (accounting for travel time), or (2) the amount of flow measured through KLOG.
- e. Sites Releases identified at KLOG shall be adjusted for any losses consistent with the Sacramento River based water transfers.
- f. Travel time and losses associated with Sites Releases will be developed and shall be agreed to by the Parties based on measurements and studies prior to the Sites Reservoir Project operations.

6. Releases for Conveyance through the CVP or SWP Facilities in the Delta

- a. Sites Releases for conveyance through the Delta to the Delta Export Facilities can only occur when the Delta is in Balanced Water Conditions. Sites Releases can be conveyed through the Delta Export Facilities during times when the CVP and SWP are authorized to move non-CVP or non-SWP water through the Delta Export Facilities, as determined by the SWP and CVP regulatory requirements (currently July through November).
- b. Use of CVP and SWP facilities for conveyance of Sites Releases will be subject to the availability of export capacity, as determined by DWR and Reclamation, respectively.

- c. Conveyance of Sites Releases through the Delta will be subject to Carriage Water. DWR and Reclamation will maintain sole authority in determining Carriage Water associated with conveyance of Sites Releases through the Delta to the Delta Export Facilities. The methodology for determining Carriage Water will follow the principles as described in the Draft Carriage Water Overview for Non-Project Water Transfers, dated October 2019, as may be updated. DWR and Reclamation will rely upon the planned volume of Sites Releases entering the Delta provided by the Sites Authority to generate an early season estimate of Carriage Water prior to any Sites Release. Final Carriage Water will be assessed at the end of the season based on the actual measured flows.
- d. Each year, the Sites Authority will coordinate a season schedule with DWR and Reclamation to identify the pumping facility to be used for exporting Sites Releases from the Delta and the expected timing and quantity of Sites Releases to be exported.
- e. The SWP water supply contracts between DWR and SWP Contractors provide the terms and conditions for the movement of water for the SWP Contractors through the SWP facilities. Participants that are SWP Contractors intend to rely on their respective SWP water supply contracts, as may be amended, and any other necessary agreements with DWR to request conveyance of Sites Releases, less Carriage Water, through the SWP facilities. Participants who are member agencies of an SWP Contractor will coordinate with their SWP Contractor for conveyance of Sites Releases, less Carriage Water, through the SWP facilities, including execution of any other necessary agreements.
- f. The CVP Project water service contracts between the United States and CVP Contractors provide the terms and conditions for the movement of non-CVP Project water for the CVP Contractors through the CVP facilities. Participants that are CVP Contractors intend to rely on their respective CVP water service contracts, as may be amended, and any other necessary agreements with the United States to request conveyance of the Sites Releases, less Carriage Water, through the CVP facilities.

7. Deliveries to Refuges

IL4 refuge water deliveries will be coordinated by the Sites Authority, CDFW, DWR, and Reclamation as further set out below and subject to the terms and conditions of the conveyance agreements to be developed for such deliveries:

- a. North of Delta Refuges – The Parties will coordinate delivery of any IL4 refuge water and delivery to other wildlife areas for Proposition 1 purposes.
- b. South of Delta Refuges – The Parties will coordinate delivery of any IL4 refuge water for Proposition 1 purposes. Through-Delta conveyance of Sites Releases for delivery to south of Delta wildlife refuges will be consistent with the provisions in Section 6(a) through Section 6(d) of this Attachment.

8. Releases for Rediversion at authorized Non-SWP/CVP Locations in the Delta

- a. Sites Releases may be conveyed through KLOG for rediversion at authorized points of rediversion that are not SWP or CVP facilities.
- b. Sites Releases for such conveyance and rediversion can only occur when the Delta is in Balanced Water Conditions, unless otherwise agreed to by DWR and Reclamation.
- c. The measurement and losses associated with these releases through KLOG will be the same as described in this Attachment;
- d. Sites Releases for rediversion at non-SWP/CVP locations shall not cause an increase or decrease in SWP or CVP releases and/or exports; and
- e. Rediversion of these Sites Releases will be coordinated with the facility owner and/or operator.

9. Revisions to this Attachment

The Parties acknowledge and agree that laws and regulations that govern water operations may change over time, and there may be a need to revise this Attachment. The Parties will review and, if needed, modify this Attachment when the Sites Reservoir Project is close to commencing operations, and following a regulatory change materially affecting SWP and/or CVP operations, or at least every five (5) years. When there is a need to modify this Attachment, the Parties will meet and confer and mutually agree to execute an amendment to this Attachment pursuant to Section 12 of the Agreement. Any modification to this Attachment shall be documented in writing and approved by each Party's authorized representative.

10. Disputes

In the event of dispute regarding interpretation or implementation of this Attachment, the Director of DWR, Regional Director of Reclamation, and general

manager of the Sites Authority, or their authorized representatives, shall endeavor to meet within 30 days after the request of a Party and attempt to resolve the dispute. If the dispute remains unresolved, the Parties may use the services of a mutually acceptable consultant in an effort to resolve the dispute. Parties involved in the dispute shall share the fees and expenses of the consultant equally, subject to available appropriations. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter will be resolved by a decision made by the Director of DWR and the Regional Director of Reclamation.